



City of Conway Council Agenda

<u>Council Meeting Date:</u>	January 24th, 2017
<u>5:30pm - Committee Meeting:</u>	No Committee Meeting
<u>6:30pm:</u>	Council Meeting
<u>Call to Order:</u>	Mayor Bart Castleberry
<u>Roll Call:</u>	City Clerk/Treasurer Michael O. Garrett
<u>Minutes Approval:</u>	January 10th, 2017
<i>Employee Service Awards</i>	
<i>Approval of Monthly Financial Report ending December 31st, 2016</i>	

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

City Council Members

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

1. Report of Standing Committees:

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

1. Resolution setting a public hearing to discuss the closing of a utility/drainage easement located on Lot 17, Princeton Village PUD.
2. Consideration to grant a right of way easement to Conway Corporation.
3. Consideration to reappoint Cornell Maltbia to the Civil Service Commission.
4. Ordinance to reclassify an accounting manager position to a purchasing manager position within the Finance Department.
5. Consideration to rebid the remediation work project for the Conway Scrap Metal Site.
6. Consideration to approve the transportation services agreement with Independent Living Services, Faulkner County Council on Aging & Boys & Girls Club of Faulkner County.
7. Consideration to approve a conditional use permit for Mt. Carmel Community to allow a nursing home at property located at 2505 Salem Road in an A-1 zoning district.
8. Ordinance to rezone property located at 129 Eve Lane from A-1 to R-1
9. Ordinance to rezone the property located at Donnell Ridge and Mattison Road from A-1 and R-1 to a PUD.
10. Ordinance to rezone property located at 1401 Hogan Lane from R-1 to O-1.

B. Public Safety Committee (Police, AWU, CEOC, Fire, District Court, , Information Technology, & City Attorney)

1. Ordinance appropriating funds for the repairs of Truck 1 for the Conway Fire Department.
2. Ordinance accepting and appropriating grant & donation funds for the Conway Fire Department.
3. Ordinance to purchase tasers & cartridges from Taser International for the Conway Police Department.
4. Ordinance to purchase concealment vests from Teeco Safety for the Conway Police Department.
5. Consideration to enter into an agreement with Conway Housing Authority for one fully equipped community policing officer from the Conway Police Department.
6. Consideration to retire a K9 dog and remove from the City's inventory for the Conway Police Department.
7. Ordinance to appropriate funds to provide diversity training for the Conway Police and Fire Department.

Adjournment



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

Date: January 17, 2017

To: Jody Spradlin
Mike Winter

Cc: Brandy Arnold
Amy Springer

From: Lisa Mabry-Williams

Subject: Years of Service Recognition – Presentation of Pins

The City will present service pins in recognition of employees with 5, 10, 15, 20, 25 and 30 years of service at the 2nd City Council Meeting of each month. Mayor Castleberry will present the pins to the employees. During the Council meeting on Tuesday, January 24 at 6:30 p.m. the following employees are eligible to receive a pin:

Years of Service	Name	Date of Hire	Department
5	Firefighter Evan Buerer	01/02/2012	Fire
	SRO Officer Sean Julian	01/15/2012	Police
10	Officer Chris Buss	01/02/2007	Police
	Officer Jason Brown	01/02/2007	Police
	Officer Joseph Bolling	01/02/2007	Police
	Engineer Colby Lester	01/08/2007	Fire
	Firefighter Michael Felty	01/08/2007	Fire
15	Lieutenant Lloyd Smith	01/27/2002	Police
25	Major Laura Taylor	01/06/1992	Police

We would like to extend an invitation to the above listed employees to attend the City Council meeting at 6:30 p.m. on Tuesday, January 24. The service pin presentation will be the first item on the Council agenda. Thank you for your assistance.



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

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



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	3,800,000	(199,631)	3,366,837		433,163	89%
Payments in Lieu of Tax	31,250	-	18,558		12,692	59%
State Tax Turnback	883,250	64,156	940,829		(57,579)	107%
Insurance Tax Turnback - LOPFI	1,100,000	-	1,255,364		(155,364)	114%
Sales Tax	18,200,000	1,528,578	18,078,915		121,085	99%
Beverage Tax	400,000	31,200	392,782		7,218	98%
Franchise Fees	3,511,000	259,844	3,204,962		306,038	91%
Permits	298,000	15,876	552,776		(254,776)	185%
ACIEA Revenues	5,000	1,193	5,913		(913)	118%
Dog Tags & Fees	25,000	2,500	28,663		(3,663)	115%
Municipal Court Fines and Fees	1,042,500	48,832	951,282		91,218	91%
Law Enforcement	837,168	112,278	645,026		192,142	77%
State Grant Revenues	-	-	292,529		(292,529)	-
Parks	552,500	44,346	551,498		1,002	100%
Interest Income	17,000	181	28,724		(11,724)	169%
Proceeds from Sale of Assets	-	-	1,991		(1,991)	-
Insurance Proceeds	30,726	566	37,526		(6,800)	122%
Donations	23,019	-	24,960		(1,941)	108%
Act 833 Revenue	90,000	21,592	93,966		(3,966)	104%
Miscellaneous Revenues	125,100	18,353	142,542		(17,442)	114%
Transfers from Other Funds	423,000	-	2,035,687		(1,612,687)	481%
Total Revenues	31,394,513	1,949,863	32,651,328	-	(1,256,816)	104%
Expenditures						
Admin (Mayor, HR)	649,979	64,961	579,466	6,239	64,274	89%
Finance	465,807	40,228	448,314	-	17,493	96%
City Clerk/Treasurer	172,269	15,917	137,058	-	35,211	80%
City Council	81,913	7,349	77,216	-	4,697	94%
Planning	392,110	48,842	367,003	-	25,107	94%
Physical Plant	551,143	55,331	445,226	181	105,737	81%
Fleet Maintenance	133,882	17,162	143,403	1,037	(10,558)	107%
Information Technology	1,131,462	139,788	1,021,628	6,258	103,577	90%
Permits and Inspections	674,587	83,155	635,619	3,852	35,116	94%
Nondepartmental	605,700	16,500	646,097	8,040	(48,437)	107%
Police	11,285,682	1,421,900	10,984,867	77,500	223,316	97%
CEOC	1,035,501	114,759	983,294	618	51,589	95%
Animal Welfare	453,337	52,885	411,264	865	41,208	91%
Municipal District Court	876,817	104,451	837,252	(176)	39,740	95%
City Attorney	495,722	52,917	473,771	53	21,898	96%
Fire	9,612,079	1,188,427	9,602,385	34,140	(24,446)	100%
Parks	2,937,706	278,034	2,582,602	6,097	349,006	88%
Total Expenditures	31,555,694	3,702,605	30,376,464	144,703	1,034,527	96%
Net Revenue/(Expense)	(161,182)		2,274,865			

*All figures are unaudited

Notes:

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

City of Conway
General Fund
2016



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-16-18	2/23/16	Planning Dept interim Deputy Director	14,000
O-16-37	4/12/16	Entry level police officer/firefighter promotional testing	5,000
O-16-38	4/26/16	Mosquito abatement program	150,000
O-16-63	5/24/16	Contract with Jeff West for IT support	8,000
O-16-65	6/14/16	Remodel City Attorney's office	27,064
O-16-87	7/26/16	Entry level firefighter and police promotional testing	13,400
O-16-104	9/13/16	HVAC Repairs at City Hall	8,000
O-16-127	11/8/16	Operation Shop Secure - Police Overtime	50,000
O-16-133	11/22/16	Employee Appreciation Bonuses	133,475
			<u>\$ 408,939</u>

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



Cash - Operating	4,483,150
Cash - Reserve	2,011,965
Petty Cash	715
Taxes Receivable	3,226,136
Accounts Receivable	3,866,954
Due from Other Funds	1,197
Due from Street	31,111
Due from Component Unit	187,858
Fleet Inventory	15,539
Fuel Inventory	28,154
General Inventory	585
<i>Assets</i>	<u>13,853,365</u>
Accounts Payable	130,045
Salaries Payable	147,417
Insurance and Benefits Payable	628,324
Event Deposits	720
Due to Other Funds - PILOT	14,163
Due to County - PILOT	228,562
Deferred Revenue	4,045,383
<i>Liabilities</i>	<u>5,194,614</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	4,658,751
<i>Fund Balance</i>	<u>8,658,751</u>
<i>Total Liabilities & Fund Balance</i>	<u>13,853,365</u>

*All figures are unaudited

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



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,440,000	269,602	1,326,564		113,436	92%
Payments in Lieu of Tax	15,000	7,326	7,326		7,674	49%
State Tax Turnback	3,579,020	294,063	3,772,140		(193,120)	105%
Severance Tax	250,000	12,239	119,219		130,781	48%
Sales Tax	250,000	21,418	253,318		(3,318)	101%
Sign Permits	500	-	300		200	60%
Engineering Fees	10,000	300	5,970		4,030	60%
Insurance Proceeds	-	12,419	32,194		(32,194)	-
Interest Income	20,000	-	22,154		(2,154)	111%
Miscellaneous Revenues	5,050	-	9,546		(4,496)	189%
Total Revenues	5,569,570	617,367	5,548,731	-	20,839	100%
Expenditures						
Personnel Costs	2,396,017	222,731	1,955,391	-	440,625	82%
Other Operating Costs	1,987,471	309,340	1,494,266	9,876	483,329	75%
Total Operating Costs	4,383,488	532,072	3,449,658	9,876	923,954	79%
Capital Outlay	3,365,277	33,197	2,207,805	119,900	1,037,572	66%
Total Expenditures	7,748,765	565,269	5,657,463	129,776	1,961,527	73%
Net Revenue/(Expense)	(2,179,195)		(108,732)			

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2016



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-16-40	4/26/16	Contribution to AHTD for Dave Ward Dr project	2,000,000
O-16-47	5/10/16	Demolish house at 2901 College Ave	5,700
O-16-133	11/22/16	Employee Appreciation Bonuses	10,840
			<u>\$ 2,016,540</u>

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



Cash - Operating	4,109,015
Taxes Receivable	58,736
Accounts Receivable	1,689,018
Due from Other Funds - PILOT	7,326
<i>Assets</i>	<u>5,864,095</u>
Accounts Payable	(16,662)
Salaries Payable	8,126
Insurance and Benefits Payable	12,805
Due to General	27,507
Deferred Revenue	1,375,073
<i>Liabilities</i>	<u>1,406,848</u>
<i>Fund Balance</i>	<u>4,457,247</u>
<i>Total Liabilities & Fund Balance</i>	<u>5,864,095</u>

*All figures are unaudited

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



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>% Expend/Collect</u>
Sanitation Fees	8,750,000	784,803	8,839,982		(89,982)	101%
Proceeds - Recycled Materials	400,000	20,914	558,741		(158,741)	140%
Landfill Fees - General	225,000	14,275	208,258		16,742	93%
Insurance Proceeds	181,078	-	181,078		-	100%
Interest Income	55,000	-	71,159		(16,159)	129%
Miscellaneous Revenues	-	-	71,558		(71,558)	-
Total Revenues	9,611,078	819,991	9,930,776	-	(319,698)	103%
Expenditures						
Personnel Costs	4,031,076	426,000	3,723,959	-	307,117	92%
Other Operating Costs	<u>2,984,375</u>	<u>3,304,255</u>	<u>5,248,291</u>	<u>65,074</u>	<u>(2,328,990)</u>	<u>176%</u>
Total Operating Costs	7,015,451	3,730,254	8,972,250	65,074	(2,021,873)	128%
Capital Outlay	<u>3,864,815</u>	<u>20,812</u>	<u>1,158,687</u>	<u>733,993</u>	<u>1,972,135</u>	<u>30%</u>
Total Expenditures	10,880,267	3,751,066	10,130,938	799,067	(49,738)	93%
Net Revenue/(Expense)	(1,269,188)		<u><u>(200,162)</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
2016



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-16-133	11/22/16	Employee Appreciation Bonuses	\$ 30,430

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



Cash - Operating	3,478,352
Petty Cash	200
Post Closure Cash Account	5,593,998
Accounts Receivable	735
Due from Component Unit	862,034
General Inventory	2,122
Land & Buildings	2,590,795
Infrastructure	1,090,182
Machinery and Equipment	4,083,615
Vehicles	314,485
Deferred Outflows of Resources	1,454,446
<i>Assets</i>	<u>19,470,964</u>
Accounts Payable	38,105
Salaries Payable	22,258
Insurance and Benefits Payable	3,186
Compensated Absences	168,607
Net Pension Obligation	9,286,388
Deferred Inflows of Resources	637,180
Due to Other Funds	6,965
Landfill Close/Post Close	8,524,931
<i>Liabilities</i>	<u>18,687,620</u>
<i>Net Assets</i>	783,344
<i>Total Liabilities and Net Assets</i>	<u>19,470,964</u>

*All figures are unaudited

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

City of Conway
 Monthly Financial Report - Airport
 For the month ended December 31, 2016



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Airport Fuel Sales	761,000	62,429	635,764		125,236	84%
Sales Tax	18,000	1,234	12,190		5,810	68%
T-Hangar Rent	118,000	5,080	92,636		25,364	79%
Community Hangar Rent	15,000	1,250	13,461		1,539	90%
Ground Leases	135,000	11,407	139,152		(4,152)	103%
State Grant Revenues	-	80,000	80,000		(80,000)	-
Transfers from Other Funds	-	3,000,000	3,000,000		(3,000,000)	-
Miscellaneous Revenues	9,000	1,200	9,601		(601)	107%
Total Revenues	1,056,000	3,162,599	3,982,804	-	(2,926,804)	377%
Expenditures						
Personnel Costs	206,100	24,923	201,712	-	4,387	98%
Fuel for Resale	550,000	47,790	457,489	-	92,511	83%
Other Operating Costs	149,800	9,709	83,941	135	65,724	56%
Total Operating Costs	905,900	82,423	743,142	135	162,623	82%
Capital Outlay	-	123,358	359,706	18,500	(378,206)	=
Total Expenditures	905,900	205,781	1,102,848	18,635	(215,583)	122%
Net Revenue/(Expense)	150,100		2,879,956			

*All figures are unaudited

Notes:

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

City of Conway

Airport Fund

2016

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-16-133	11/22/16	Employee Appreciation Bonuses	\$ 1,400

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



Cash - Operating	18,690
Taxes Receivable	2,020
Accounts Receivable - Fuel Vendor	38,971
Due from Other Funds	733
Land	1,607,274
Buildings	1,691,385
Machinery & Equipment	185,209
Vehicles	20,110
Infrastructure	29,897,609
Construction in Progress	52,066
<i>Assets</i>	<u>33,514,067</u>
Accounts Payable	386
Salaries Payable	1,855
Insurance and Benefits Payable	1,468
Compensated Absences	5,127
Due to General	601
Accrued Interest Payable	108,986
Notes Payable	2,750,000
<i>Liabilities</i>	<u>2,868,423</u>
<i>Fund Balance</i>	<u>30,645,644</u>
<i>Total Liabilities & Fund Balance</i>	<u>33,514,067</u>

*All figures are unaudited

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

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



Parks and Rec A&P Tax

Balance, 11/30/16	2,198,713
Receipts	265,747
Payments	(461,774)
Balance, 12/31/16	\$2,002,686

Pay as you go Sales Tax

Balance, 11/30/16	3,392,148
Receipts	284,495
Payments	(16,353)
Balance, 12/31/16	\$3,660,291

Street Impact Fees

Balance, 11/30/16	619,575
Receipts	90,839
Payments	(12,118)
Balance, 12/31/16	\$ 698,296

Parks Impact Fees

Balance, 11/30/16	352,543
Receipts	8,297
Payments	-
Balance, 12/31/16	\$ 360,840



**City of Conway, Arkansas
Resolution No. R-17-___**

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A PORTION OF THE 20 FOOT UTILITY AND DRAINAGE EASEMENT ON LOT 17, PRINCETON VILLAGE PUD, IN THE CITY OF CONWAY, ARKANSAS:

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by Keller Johnson, to abandon the southern 10 feet of the 20 foot, utility and drainage easement on Lot 17, Princeton Village PUD, within the corporate limits of the City of Conway, Arkansas; and

Whereas, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the 14th day of February, 2017 at 6:30 pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the matter prescribed by law.

PASSED this 24th day of January, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



340

20 FT UTILITY AND DRAINAGE EASEMENT
Ref: Book L Page 190

320

300

Easements

Status

- Open
- Proposed Closure

RIGHT OF WAY AND EASEMENT

CITY OF CONWAY

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, City of Conway, (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, right of way and easement 15 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

An easement for the installation of Conway Corporation utilities shall be the West 15-feet and South 15-feet of the following described property: Lot 1 Pickwicket Corner Subdivision, to the City of Conway, Arkansas, as shown on Plat of record in Plat Book F, Page 75, records of Faulkner County, Arkansas. (Described Easement Contained Within Parcel ID 710-08355-001, Per Faulkner County Tax Assessor Records)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any damage that is caused by the actions of any other Party that is allowed to utilize the Easement, unless such other party shall be utilizing the said easement at the direction of the GRANTEE.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

WITNESS our hands and seals this ____ day of _____, 2017.

ACKNOWLEDGMENT

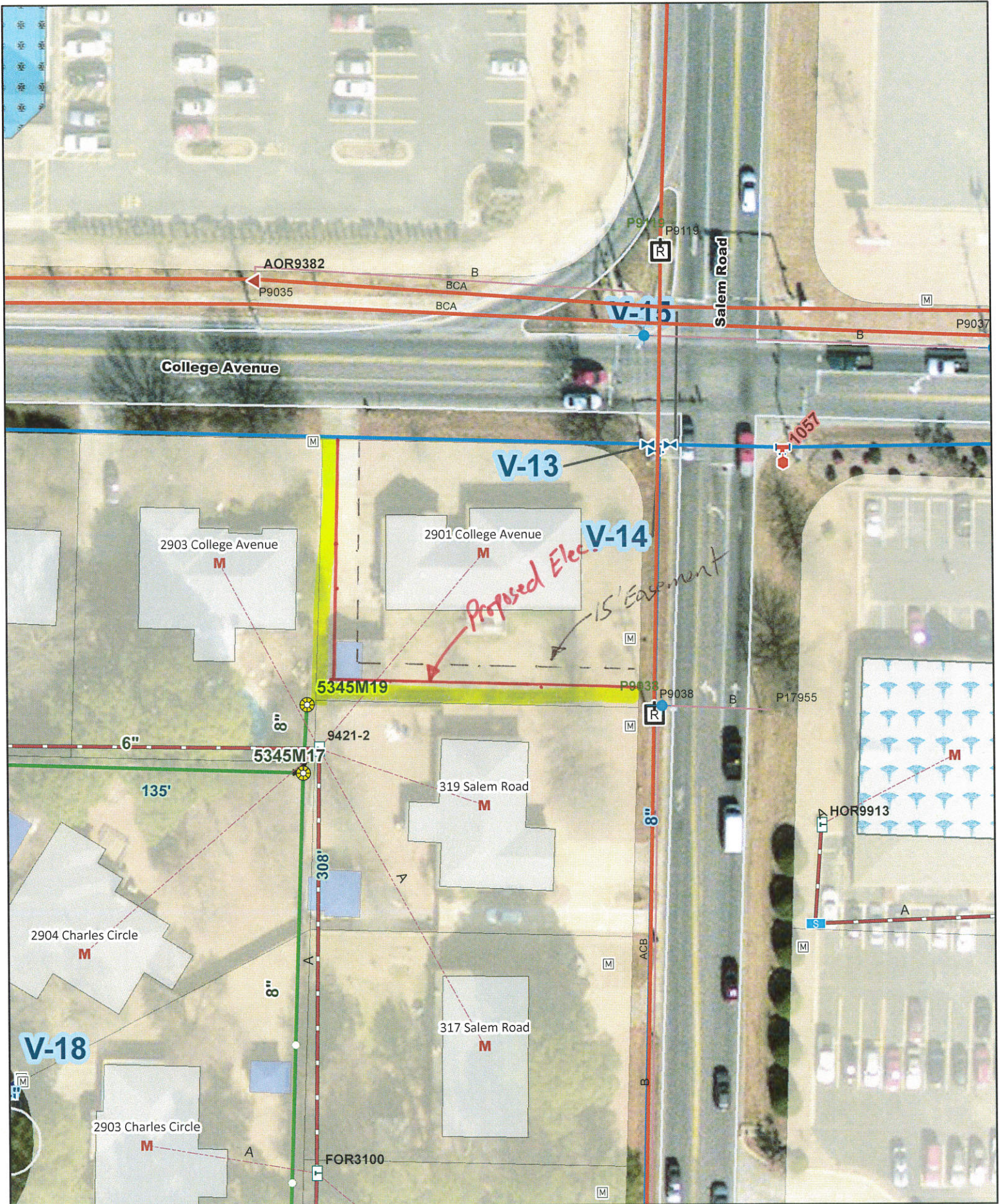
STATE OF ARKANSAS
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, City of Conway to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2017.

My Commission Expires:

Notary Public



Conway Corporation Utilities

Conway Corporation Disclaimer

The data contained herein was compiled from various sources for the sole use and benefit of the Conway Corporation. Any use of the data by anyone other than the Conway Corporation is at the sole risk of the user; and, by acceptance of this data, user does hereby hold the Conway Corporation harmless and without liability from any claims, costs or damages of any nature against the Conway Corporation, including costs of defense arising from improper use of data, or use by another party. Acceptance or use of this data is done without any expressed or implied warranties.

1 inch = 50 feet



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

Date: January 19, 2017
To: Mayor Bart Castleberry
Cc: Andy Hawkins David Grimes Wesley Pruitt Shelly Mehl
Mark Ledbetter Mary Smith Theo Jones Shelia Whitmore
From: Lisa Mabry-Williams
Subject: Conway Civil Service Commission

Pastor Cornell Maltbia's term on the Conway Civil Service Commission expired in April 2016. He has continued to serve until the position is filled. He has agreed to serve another six (6) year term on the commission.

We respectfully request that the Conway City Council approve the appointment of Pastor Cornell Maltbia to serve an additional six (6) year term on the Conway Civil Service Commission.



**City of Conway, Arkansas
Ordinance No. O-17-_____**

AN ORDINANCE AUTHORIZING THE RECLASSIFICATION OF ONE (1) ACCOUNTING MANAGER POSITION IN THE FINANCE DEPARTMENT TO A PURCHASING MANAGER POSITION; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

Whereas, the Finance Department requests the reclassification of one (1) Accounting Manager position to a Purchasing Manager position;

Whereas, the annual salary with benefits for an Accounting Manager position is \$62,767.82 and the remaining 2017 salary with benefits for a Purchasing Manager position is \$68,810.70; and

Whereas, a budget adjustment in the amount of \$6,042.88 is required for the remainder of the 2017 budget year.

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

SECTION 1. The City of Conway shall reclassify one (1) Accounting Manager position to a Purchasing Manager position.

SECTION 2. Additional salary funds in the amount of \$6,042.88 are required for this staffing adjustment.

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

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

PASSED this 24th day of January, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

Memo

To: Mayor, Bart Castleberry
From: Scott Grummer, Planning & Development
Date: 1/18/2017
Re: Scrap Metal Yard Remediation Bid Tabulation

Mr. Mayor,

The City of Conway put out for bid the remediation work for the Conway Scrap Metal site in November of 2016, based on the specifications designed by FTN and Associates. Attached is the bid tabulation of qualified bids.

After further review by FTN & Associates, City Engineers and myself, it was determined that certain uncertainties in the bid possibly caused inflated values in areas that need to be corrected. We are recommending that the bid spec be modified to include the following changes:

1. Add a unit price line item for "Hauling and disposal of contaminated stormwater".
2. Add base quantities (estimates) to each unit price line item to provide a common basis for calculating each unit price.
3. Modify the lump sum line items to better describe what each includes and to include actual amounts where possible (e.g., 0.7 acres for "Clearing").
4. Add language, in bold, to reference the *Measurements and Payments* (Section 01025) of the Specifications for detailed descriptions of each item.

With these modifications, we recommend to City Council that this be re-advertised for bid.



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

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

Number of Bids Received – 3

Bids Opened by Scott Grummer

Bid Number: 2016-19 CDBG_Conway Scrap Metal Remediation Project Bid Tabulations

Bid Opening Date: Thursday, December 1st, 2016

City Hall Downstairs Conference Room @ 2:00pm

Bidder's Name	Bid Bond	Total Bid Amount
Crow Paving Inc.	5%	\$286,340.00
KCOM Transport Services	5%	\$293,899.00
Nabholz	5%	\$294,100.00

*****UNOFFICIAL BID TABULATIONS**

For additional information regarding this bid; please contact Scott Grummer @ scott.grummer@cityofconway.org.



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

For the fee of \$78,000 Boys & Girls Club of Faulkner County shall provide transportation services. Length of contract shall be January 1st, 2017 through December 31st, 2017.

Transportation services shall include but not limited to:

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

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

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

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

Mayor Bart Castleberry
City of Conway

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

Michael O. Garrett
City Clerk/Treasurer
City of Conway

Board President
Boys & Girls Club/Faulkner County



**BOYS & GIRLS CLUB
OF FAULKNER COUNTY**



October 7, 2016

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

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

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

Our club provides:

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

Transportation services are a vital part of our youth development program. We transport 210 youth daily during the school year, totaling over 37,000 annually. Our fleet consists of 5 buses and 2 vans, ranging in age from 9 – 23 years old. At this point, it is necessary for us to begin to plan for cycling out the oldest vehicles and replacing them with something newer. The safety of our youth is of the utmost importance. Estimated costs associated with transportation in 2017 are \$55,000 (driver salaries, fuel, maintenance & insurance). The cost of one new shuttle van or bus would be about \$46,000.

Many revenue streams are restricted in use, disqualifying indirect program expenses. Transportation falls into this category. We strive to keep fees for Club members as low as possible. Support from the City of Conway allows us to offer programming to more youth than would otherwise be possible and for that we are thankful! We respectfully request \$78,000 in 2017 to help our organization meet this need.

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

Sincerely,

Clint Brock
Chief Professional Officer

GREAT FUTURES START HERE.

PO BOX 488 ~ CONWAY, ARKANSAS 72033 ~ (501) 329-8849



CONTRACT FOR
TRANSPORTATION SERVICES WITH
FAULKNER COUNTY COUNCIL ON AGING

For the fee of \$69,000 Faulkner County Senior Citizens Program shall provide transportation services to the senior citizens of Conway, Arkansas. Length of contract shall be January 1st, 2017 through December 31st, 2017.

Transportation services shall include but not limited to:

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

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

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

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

Mayor Bart Castleberry
City of Conway

Debra Robinson
Faulkner County Senior Citizens Program

Michael O. Garrett
City Clerk/Treasurer
City of Conway

Faulkner County Senior Citizens Program
Board President

Faulkner County Council on Aging, Inc.

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

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



September 20, 2016

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

RE: 2017 Funding Request

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

We would like to take this opportunity to thank you for funding our Transportation program in 2016, allowing us to continue providing transportation services to senior adults in Conway. This year funds were used to provide 6,834 trips exclusively within Conway and were divided into two separate categories, group transportation (\$6.25 per trip) and individual transportation (\$12.64 per trip). In the form of group transportation we provided 2,720 trips, picking people up on specified routes and transporting them to our senior center to access daily hot meals Monday through Friday. On an individual basis we provided 4,114 trips to "life necessary" destinations within Conway such as dialysis, chemotherapy, medical/dental facilities, grocery stores, pharmacies, and human service agencies, etc.

We are asking that the City of Conway again consider our request for \$69,000 in transportation funding for 2017. We are not asking for an increase. On an average day we receive approximately 75 phone calls related to transportation in Conway. The insurance costs, gas costs, and vehicle maintenance costs all continue to increase. Drivers are assessed at a far higher rate than other employees with regard to worker's compensation premiums which factors heavily into the cost of providing this service as do the rising cost of salaries with every minimum wage increase. We have had two years of significant repair costs but hope to see this rate come down in the coming year which would offset some of the other increases.

The only two funding sources we have for transporting seniors on an individual basis to and from medical appointments are the City of Conway and contributions from the people being served which this past year was \$2,941. We continue to utilize our other limited transportation funding (federal, state, and United Way) to transport senior adults to and from all of our senior centers throughout the county. We use City of Conway funding specifically to support the transportation we provide elderly citizens within Conway. Approximately 20% of this transportation involves senior citizens in wheel chairs requiring vehicles equipped with a lift.

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

Sincerely,

A handwritten signature in black cursive ink that reads 'Debra Robinson'.

Debra Robinson
Executive Director



CONTRACT FOR
TRANSPORTATION SERVICES WITH
INDEPENDENT LIVING SERVICES

For the fee of \$30,000 Independent Living Services shall provide transportation services to persons with developmental and intellectual disabilities. Length of contract shall be January 1st, 2017 through December 31st, 2017.

Transportation services shall include but not limited to:

- Employment transportation
- Transportation needs as permitted by program

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

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

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

Mayor Bart Castleberry
City of Conway

Elissa Douglas/Executive Director
Independent Living Services

Michael O. Garrett
City Clerk/Treasurer
City of Conway

Board President
Independent Living Services

Independent Living Services

Administration

P.O. Box 1070
Conway, Arkansas 72033

phone: 501-327-5234
fax: 501-548-6432

October 17, 2016

Honorable Mayor Tab Townsell
City of Conway
Conway, Arkansas 72034

RE: Transportation Funding

Dear Mayor Townsell:

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

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

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

Thank you for consideration.

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

Robert D. Wright, Director of Development and Supported Employment

Cc: City Council Members





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

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: January 18, 2017

Re: Conditional Use Permit request to allow a nursing/assisted living facility on property located at 2505 Salem Road

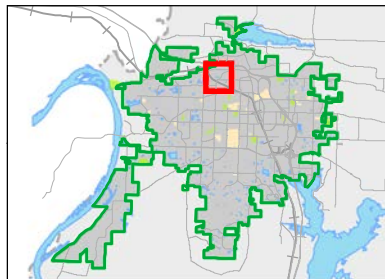
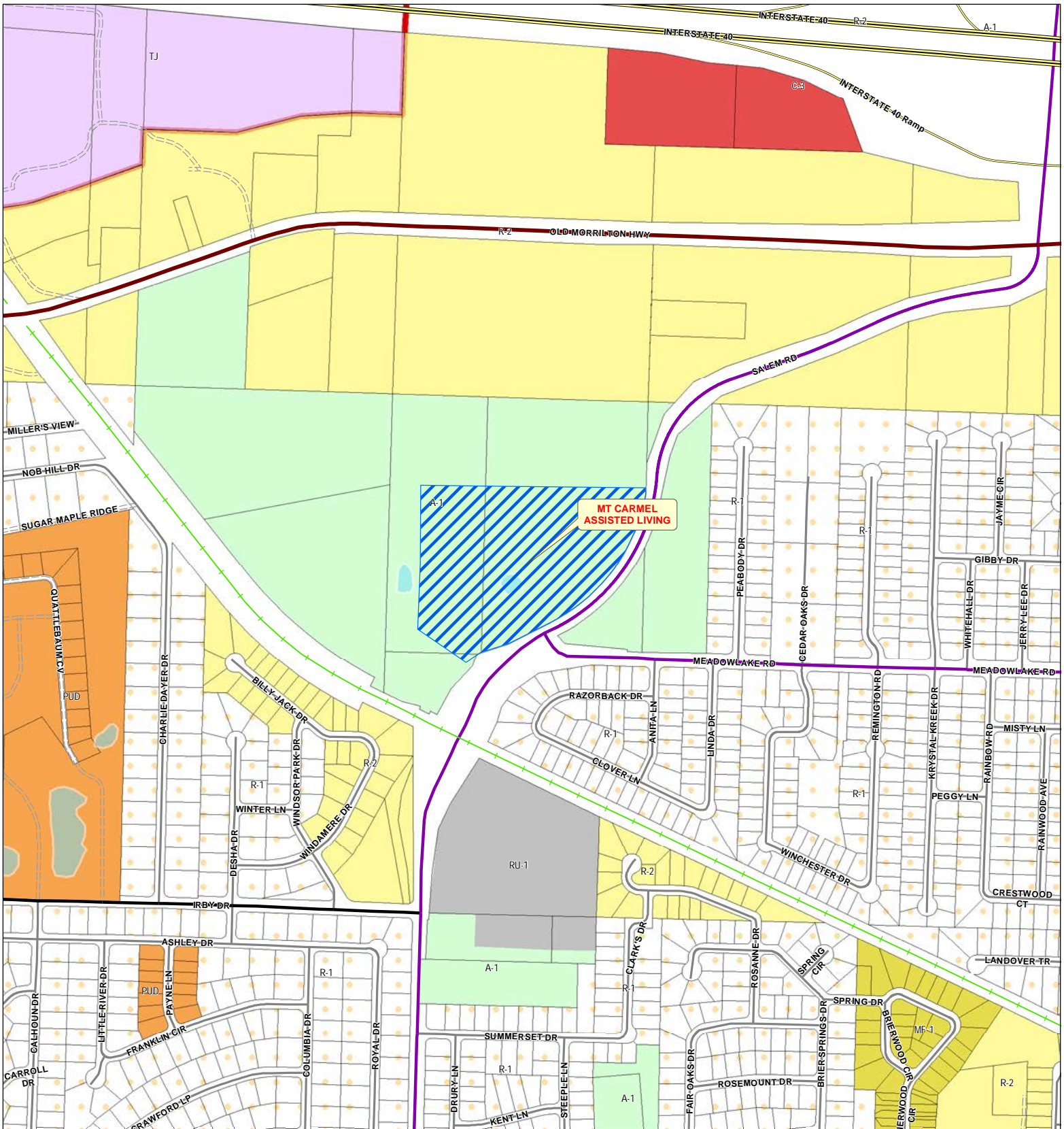
Mt. Carmel Community, LLC has requested a Conditional Use Permit to allow a Class A, luxury senior living community, including 46 independent living garden homes and a 75-unit assisted living center, on property zoned A-1 (Agricultural), located at 2505 Salem Road [address to be assigned via plat] with the legal description:

Part of the NW1/4 SW1/4, Section 35, T-6-N, R-14-W, Faulkner County, Arkansas, more particularly described as follows: Commencing at the NE corner of said NW1/4 SW1/4 and run S01°38'10"W along the east side of said NW1/4 SW1/4, 463.47' to the point of beginning; thence continue S01°38'10"W along the west right of way of Salem Road, 9.27' to the P.C. of a curve to the right, having a radius of 914.0'; thence along said curve to a point S36°58'58"W, 817.29'; being the P.T. of said curve; thence S63°30'24"W along said right of way, 242.19'; thence S70°06'28"W, along said right of way, 171.84'; thence leaving said right of way, N80°44'00"W, 155.0'; thence N60°32'30"W, 360.07' to a point on the west line of said NW1/4 SW1/4, said point being 188.50' N01°36'15"E of the SW corner of said NW1/4 SW1/4; thence N01°36'15"E along said west line, 664.88'; thence S88°21'36"E parallel with the north line of said NW1/4 SW1/4, 1318.31' to the point of beginning. Containing 20.00 +/- acres subject to any easements which may be located thereon.

was reviewed by the Planning Commission at its regular meeting on January 17, 2017. The Planning Commission voted 9-1, with Jerry Rye voting in opposition, that this request be forwarded to the City Council with a recommendation for approval with the following conditions:

1. Right-of-way dedication at the Salem Road/Meadowlake Road intersection for a roundabout per City Engineer specifications shall be dedicated during platting/development review.
2. The proposed development shall be generally constructed as presented.
3. Single ownership of all property and structures is required.
4. Right of way from roundabout to access residual lrbby property to the south and west per City Engineer specifications shall be dedicated during platting and development review.

Please advise if you have any questions.



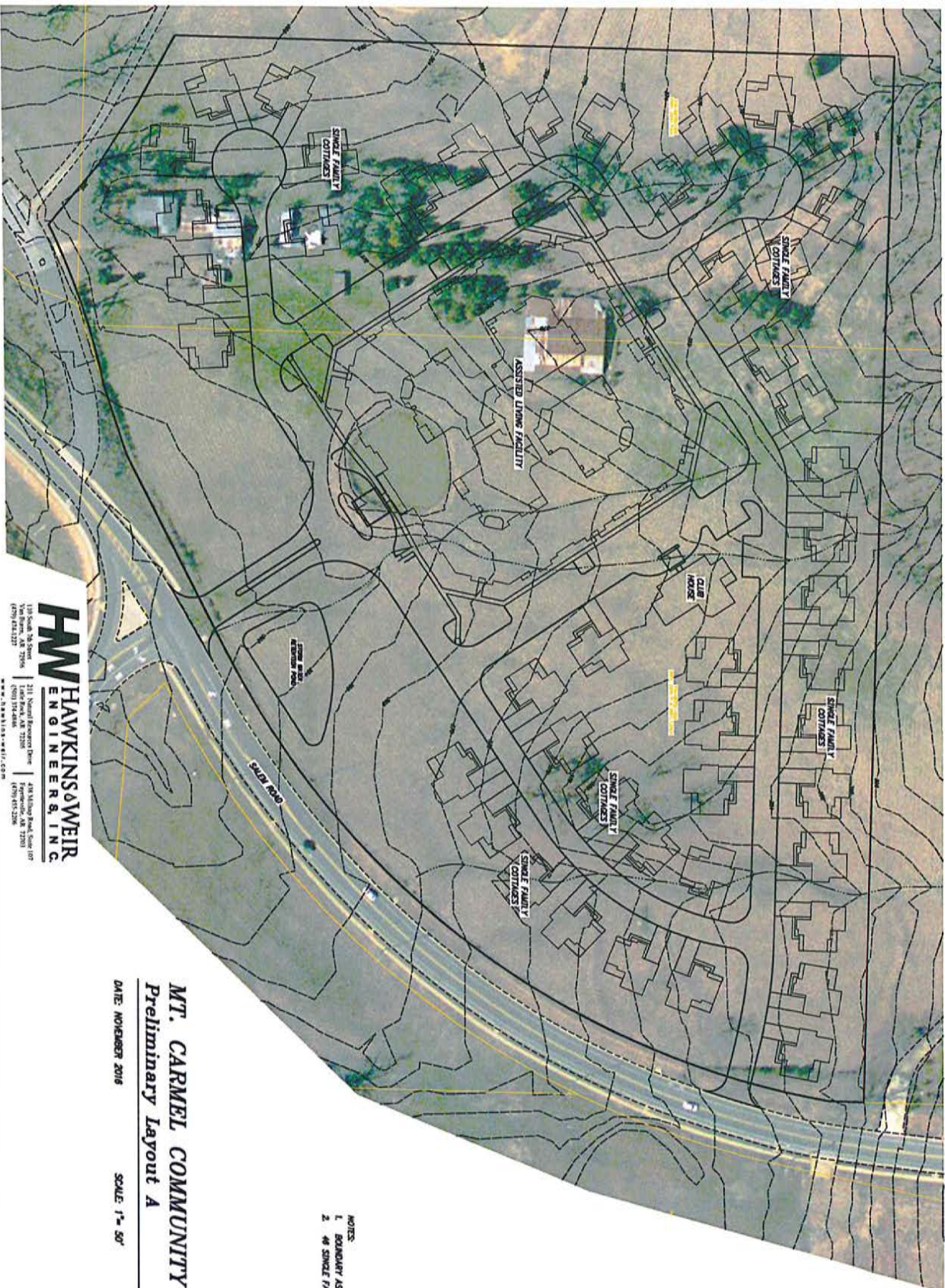
DESCRIPTION
CONDITIONAL USE PERMIT
MT CARMEL ASSISTED LIVING COMMUNITY
2505 SALEM RD

18 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		Special	
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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390
 Feet
JAN 2017



- NOTES:
 1. BOUNDARY AS SHOWN CONTAINS 18.04 ACRES
 2. 48 SINGLE FAMILY COTTAGES

MT. CARMEL COMMUNITY at CONWAY
Preliminary Layout A

DATE: NOVEMBER 2016 SCALE: 1" = 50'

HW HAWKINS & WEIR
ENGINEERS, INC.

180 South 36 Street
 York, PA 17404
 (717) 765-1127

211 National Boulevard Drive
 York, PA 17404
 (717) 765-1127

418 Millstone Road, Suite 107
 York, PA 17404
 (717) 765-1127

www.hawkinsweir.com



**City of Conway, Arkansas
Ordinance No. O-17- _____**

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 129 EVE LANE FROM A-1 TO R-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:

Lot 29, Block 2, Golden Meadows Subdivision

to those of **R-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 24th day of January, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



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

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: January 18, 2017

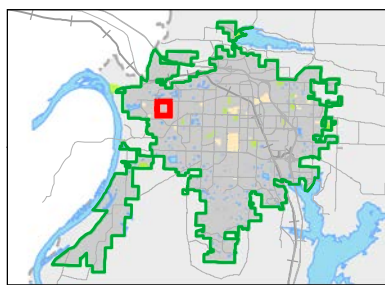
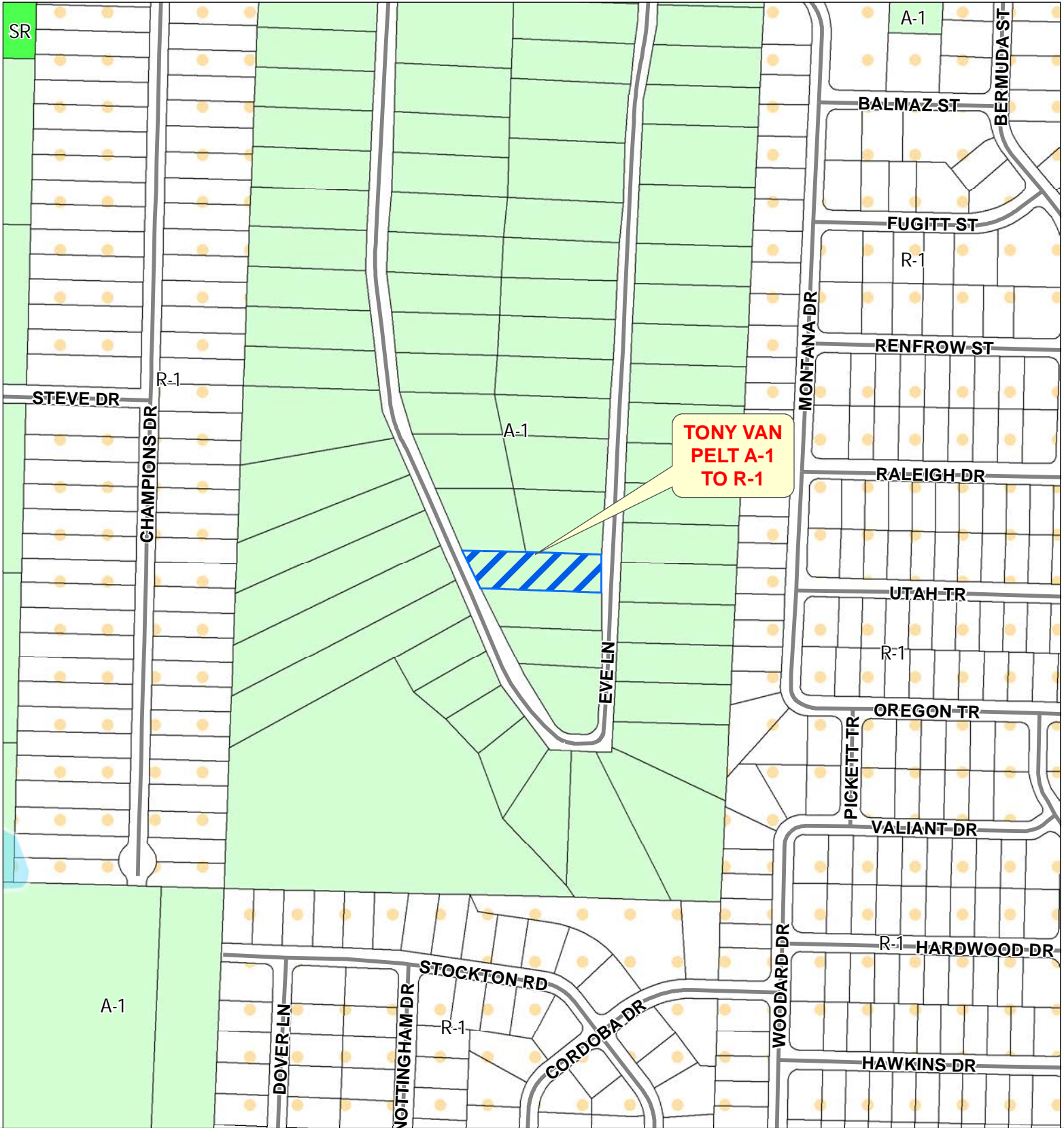
Re: Request to rezone property located at 129 Eve Lane from A-1 to R-1

Tony VanPelt has requested to rezone from A-1 (Agricultural) to R-1 (Single-family Residential), property located at 129 Eve Lane with the legal description:

Lot 29, Block 2, Golden Meadows Subdivision

was reviewed by the Planning Commission at its regular meeting on January 17, 2017. The Planning Commission voted 10-0 that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



DESCRIPTION
 APPLICATION FOR REZONING
 A-1 TO R-1
 TONY VAN PELT
 129 EVE LN
 1 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		Special	
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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200
 Feet
 JAN 2017



City of Conway, Arkansas
Ordinance No. O-17- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE THE +/- 20 ACRES LOCATED SOUTH OF CENTRAL BAPTIST CHURCH, WEST OF MATTISON ROAD AND NORTH OF DONNELL RIDGE ROAD FROM A-1 AND R-1 TO PUD:

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** and **R-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

[TRACT 1]

A PART OF THE SW1/4, SECTION 15, T-5-N, R-14-W, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SW1/4; THENCE ALONG THE EAST LINE OF SAID SW1/4 S02°05'15"W A DISTANCE OF 670.72' TO A FOUND NAIL; THENCE LEAVING SAID EAST LINE N88°20'19"W A DISTANCE OF 30.24' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE WEST RIGHT OF WAY OF MATTISON ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY S02°05'15"W A DISTANCE OF 250.28' TO A SET 1/2" REBAR W/CAP (1363); THENCE LEAVING SAID RIGHT OF WAY N88°20'18"W A DISTANCE OF 722.63' TO A SET 1/2" REBAR W/CAP (1363); THENCE N02°03'30"E A DISTANCE OF 250.27' TO A FOUND TYLER CAP; THENCE S88°20'19"E A DISTANCE OF 722.76' TO THE POINT OF BEGINNING, CONTAINING 4.15 ACRES MORE OR LESS.

[TRACT 2]

A PART OF THE SW1/4, SECTION 15, T-5-N, R-14-W, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SW1/4; THENCE ALONG THE EAST LINE OF SAID SW1/4 S02°05'15"W A DISTANCE OF 670.72' TO A FOUND NAIL; THENCE LEAVING SAID EAST LINE N88°20'19"W A DISTANCE OF 30.24' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE WEST RIGHT OF WAY OF MATTISON ROAD; THENCE ALONG SAID RIGHT OF WAY S02°05'15"W A DISTANCE OF 250.28' TO A SET 1/2" REBAR W/CAP (1363) FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY S02°05'15"W A DISTANCE OF 647.90' TO A SET 1/2" REBAR W/CAP (1363); THENCE LEAVING SAID RIGHT OF WAY N88°09'51"W A DISTANCE OF 722.29' TO A SET 1/2" REBAR W/CAP (1363); THENCE N02°03'30"E A DISTANCE OF 645.70' TO A SET 1/2" REBAR W/CAP (1363); THENCE S88°20'18"E A DISTANCE OF 722.63' TO THE POINT OF BEGINNING, CONTAINING 10.73 ACRES MORE OR LESS.

[TRACT 3]

A PART OF THE SW1/4, SECTION 15, T-5-N, R-14-W, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SW1/4; THENCE ALONG THE EAST LINE OF SAID SW1/4 S02°05'15"W A DISTANCE OF 670.72' TO A FOUND NAIL; THENCE LEAVING SAID EAST LINE N88°20'19"W A DISTANCE OF 30.24' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE WEST RIGHT OF WAY OF MATTISON ROAD; THENCE ALONG SAID RIGHT OF WAY S02°05'15"W A DISTANCE OF 898.18' TO A SET 1/2" REBAR W/CAP (1363) FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY S02°05'15"W A DISTANCE OF 420.38' TO A SET 1/2" REBAR W/CAP (1363); THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 35.05', WITH A RADIUS OF 31.50', WITH A CHORD BEARING OF S33°58'00"W, WITH A CHORD LENGTH OF 33.27', TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE NORTH RIGHT OF WAY OF DONNELL RIDGE ROAD; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY S65°50'46"W A DISTANCE OF 395.10' TO A SET 1/2" REBAR W/CAP (1363); THENCE LEAVING SAID NORTH RIGHT OF WAY N05°05'05"W A DISTANCE OF 626.25' TO A FOUND 1\2" REBAR; THENCE S88°09'51"E A DISTANCE OF 450.14' TO THE POINT OF BEGINNING, CONTAINING 5.09 ACRES MORE OR LESS.

to those of **PUD**, 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 24th day of January, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: January 18, 2017

Re: Request to rezone property located at Donnell Ridge Road and Mattison Road from A-1 and R-1 to PUD

Hal Crafton has submitted a request to rezone from A-1 (Agricultural) and R-1 (Single-Family Residential) to [Campbell Cove] PUD (Planned Unit Development) vacant property located to the south of Central Baptist Church, west of Mattison Road, and north of Donnell Ridge Road, including Lot 1 of Sherwood Estates, with the legal descriptions:

[Tract 1]

A Part Of The Sw1/4, Section 15, T-5-N, R-14-W, Faulkner County, Arkansas, Being More Particularly Described As Follows: Commencing At The Ne Corner Of Said Sw1/4; Thence Along The East Line Of Said Sw1/4 S02°05'15"W A Distance Of 670.72' To A Found Nail; Thence Leaving Said East Line N88°20'19"W A Distance Of 30.24' To A Set 1/2" Rebar W/Cap (1363) Being On The West Right Of Way Of Mattison Road And The Point Of Beginning; Thence Along Said Right Of Way S02°05'15"W A Distance Of 250.28' To A Set 1/2" Rebar W/Cap (1363); Thence Leaving Said Right Of Way N88°20'18"W A Distance Of 722.63' To A Set 1/2" Rebar W/Cap (1363); Thence N02°03'30"E A Distance Of 250.27' To A Found Tyler Cap; Thence S88°20'19"E A Distance Of 722.76' To The Point Of Beginning, Containing 4.15 Acres More Or Less.

[Tract 2]

A Part Of The Sw1/4, Section 15, T-5-N, R-14-W, Faulkner County, Arkansas, Being More Particularly Described As Follows: Commencing At The Ne Corner Of Said Sw1/4; Thence Along The East Line Of Said Sw1/4 S02°05'15"W A Distance Of 670.72' To A Found Nail; Thence Leaving Said East Line N88°20'19"W A Distance Of 30.24' To A Set 1/2" Rebar W/Cap (1363) Being On The West Right Of Way Of Mattison Road; Thence Along Said Right Of Way S02°05'15"W A Distance Of 250.28' To A Set 1/2" Rebar W/Cap (1363) For The Point Of Beginning; Thence Continue Along Said Right Of Way S02°05'15"W A Distance Of 647.90' To A Set 1/2" Rebar W/Cap (1363); Thence Leaving Said Right Of Way N88°09'51"W A Distance Of 722.29' To A Set 1/2" Rebar W/Cap (1363); Thence N02°03'30"E A Distance Of 645.70' To A Set 1/2" Rebar W/Cap (1363); Thence S88°20'18"E A Distance Of 722.63' To The Point Of Beginning, Containing 10.73 Acres More Or Less.

[Tract 3]

A Part Of The Sw1/4, Section 15, T-5-N, R-14-W, Faulkner County, Arkansas, Being More Particularly Described As Follows: Commencing At The Ne Corner Of Said Sw1/4; Thence Along The East Line Of Said Sw1/4 S02°05'15"W A Distance Of 670.72' To A Found Nail; Thence Leaving Said East Line N88°20'19"W A Distance Of 30.24' To A Set 1/2" Rebar W/Cap (1363) Being On The West Right Of

Way Of Mattison Road; Thence Along Said Right Of Way S02°05'15"W A Distance Of 898.18' To A Set 1/2" Rebar W/Cap (1363) For The Point Of Beginning; Thence Continue Along Said Right Of Way S02°05'15"W A Distance Of 420.38' To A Set 1/2" Rebar W/Cap (1363); Thence Along A Curve Turning To The Right With An Arc Length Of 35.05', With A Radius Of 31.50', With A Chord Bearing Of S33°58'00"W, With A Chord Length Of 33.27', To A Set 1/2" Rebar W/Cap (1363) Being On The North Right Of Way Of Donnell Ridge Road; Thence Continue Along Said North Right Of Way S65°50'46"W A Distance Of 395.10' To A Set 1/2" Rebar W/Cap (1363); Thence Leaving Said North Right Of Way N05°05'05"W A Distance Of 626.25' To A Found 1/2" Rebar; Thence S88°09'51"E A Distance Of 450.14' To The Point Of Beginning, Containing 5.09 Acres More Or Less.

was reviewed by the Planning Commission at its regular meeting on January 17, 2017. The Planning Commission voted 10-0 that this request be forwarded to the City Council with a recommendation for approval subject to the following PUD Final Development Plan Conditions and Staff Recommendations.

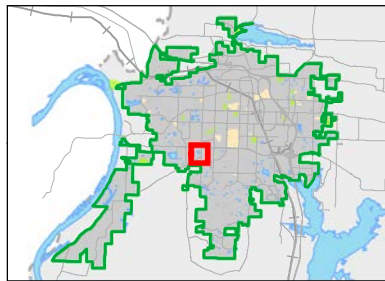
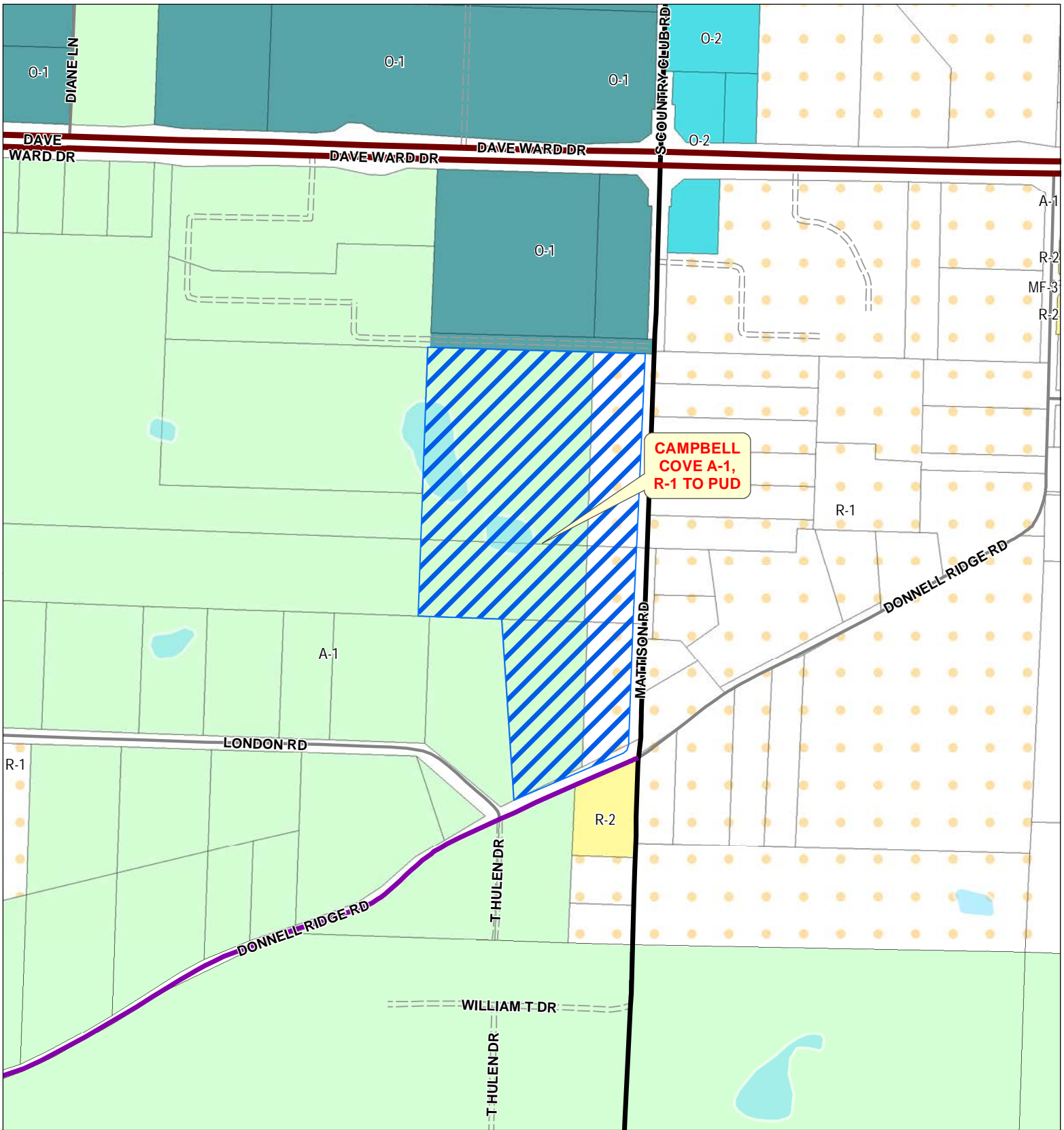
Campbell Cove PUD Final Development Plan Conditions:

1. Exterior composed of brick, rock and hardie board/cement board. Hardie board limited to 60% of exterior less windows and doors.
2. No vinyl siding. Vinyl siding and fascia allowed on gables and dormers only.
3. 10/12 roof pitch or greater on main roof.
4. Garages cannot protrude past front of house unless side entry on single family houses.
5. Architectural shingles or metal roofing only.
6. Street trees of 2" caliper at time of planting to be provided by developer. Minimum of one per lot.
7. Brick/rock walls and entrances on Mattison Road and Donnell Ridge Road. 8' wood privacy fence constructed on rear of lots bordering London Road and Church Drive Way with pickets facing outward.
8. Minimum 9' ceilings throughout, finished floor to finished ceiling. No "boxed" or "tray/coffered" ceilings.
9. Granite or solid surface countertops required.
10. All Duplexes constructed with double garages.

Staff Suggested Conditions to allow the PUD:

1. PUD shall be generally developed as shown on site plan. Minor variations from the submitted plan shall be allowed for technical reasons. However, the density and intent of the site plan shall be followed.
2. Platting shall be required. Any additional rights of way, sidewalks, etc. as required by the Subdivision Ordinance shall be dedicated and constructed. Any additional right of way per the Master Street Plan along Mattison and Donnell Ridge Roads shall be dedicated as part of the platting process.
3. Setbacks, utility/pedestrian easements, public rights of way, etc. shall be defined in the final development plan, plat, and PUD documents.

Please advise if you have any questions.




DESCRIPTION

CAMPBELL COVE A-1/R-1 TO PUD
MATTISON RD/DONNELL RIDGE RD

20 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		
C-2	O-2		
C-3	O-3		
C-4			
		Special	
		SP	S-1
			A-1
		PUD	TJ

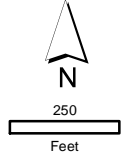


City of Conway
Planning & Development

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250
Feet

JAN 2017



**City of Conway, Arkansas
Ordinance No. O-17- _____**

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING
ORDINANCE TO REZONE PROPERTY LOCATED AT 1401 HOGAN LANE FROM R-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 **R-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Lot 99, Sunderlin Park Subdivision

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 24th day of January, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



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

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

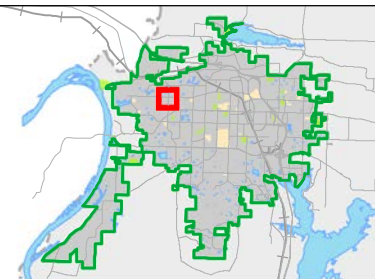
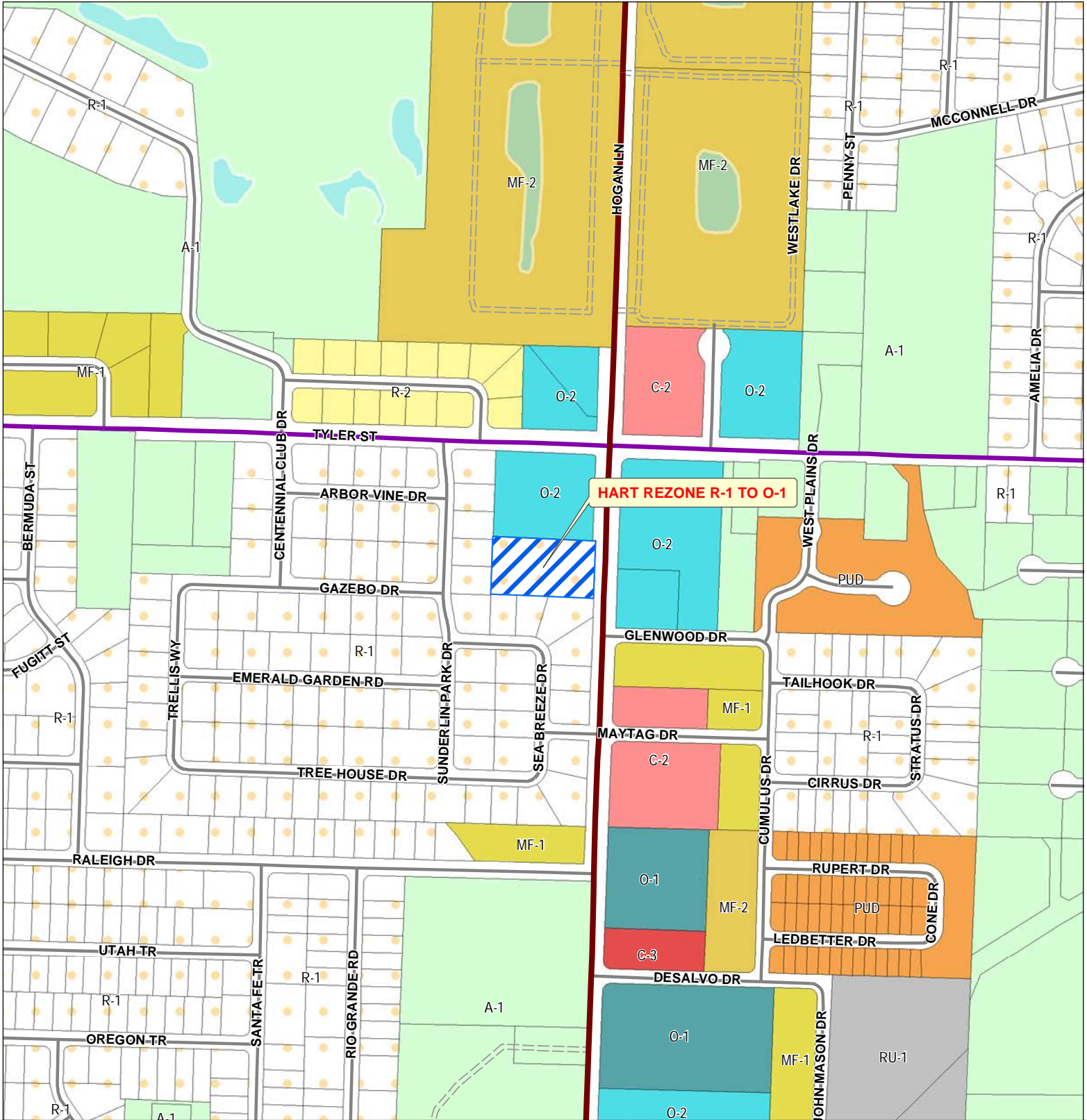
From: Anne Tucker, 2017 Planning Commission Chairman
Date: January 18, 2017

Re: Appeal of denial of request to rezone property located at 1401 Hogan Lane from R-1 to O-1

Mitchell L. Hart notified the Planning & Development Department on December 16, 2016 of his intent to appeal the Planning Commission's denial of his rezoning request at their November 21, 2016 meeting.

Mr. Hart has requested to rezone from R-1 (Single-family Residential) to O-1 (General Office) property located at 1401 Hogan Lane, with the legal description, Lot 99, Sunderlin Park Subdivision

Please advise if you have any questions.




DESCRIPTION
REQUEST FOR REZONING
R-1 TO O-1

1401 HOGAN LN


1.64 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		Special	
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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www.cityofconway.org/planning-development
www.digitconway.org/page/3



270
Feet
NOV 2016



**City of Conway, Arkansas
Ordinance No. O-17-_____**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY FIRE DEPARTMENT; AND FOR
OTHER PURPOSES**

Whereas, the Conway Fire Department requests \$5,598.40 for the use of repairing Truck 1 damaged by MEMS unit; and

Whereas, funds in the amount of \$5,598.40 were received from the Municipal Insurance Program for such reasons; and

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

Section 1. The City of Conway shall appropriate \$5,598.40 from the Insurance Proceeds Account (001.119.4360) to the Fire Department Fire Department Vehicle Maintenance Operating Account (01.131.5450).

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

PASSED this 24th day of January, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



City of Conway, Arkansas
Ordinance No. O-17- _____

AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT PROCEEDS AND DONATION FUNDS AWARDED TO THE CONWAY FIRE DEPARTMENT; AND FOR OTHER PURPOSES:

Whereas, Conway Fire Department has been awarded a grant in the amount of \$1,500 by the Walmart Community Grants Team and Facility #4749; and

Whereas, Conway Fire Department has received two donations checks in the amount of \$236 from Fred's; and

Whereas, the Conway Fire Department requests acceptance of this grant in order to purchase foam, and the Conway Fire Departments requests the donations to be used for foam as well; and

Whereas, this grant is 100% reimbursable to the City of Conway.

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

Section 1. The City of Conway shall accept grant funds received from Walmart and appropriate the funds in the amount of \$1,500 from the Other Grant Revenues Account (399.000.4750); to the Conway Fire Department Miscellaneous Operating Line Item (001.131.5699).

Section 2. The City of Conway shall accept the donation funds received from Fred's and appropriate the donation funds in the amount of \$236 from the General Fund Revenue Donation Account to the Fire Department Miscellaneous Supplies Operating Account (01.136.5699).

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

PASSED this 24th day of January, 2017

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-17- _____**

AN ORDINANCE WAIVING THE COMPETITIVE BID PROCESS FOR THE PURCHASE OF TASERS FROM TASER INTERNATIONAL FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the Conway Police Department needs to purchase 10 Tasers, cartridges, and batteries for the department and;

Whereas, Taser International is the sole source provider for the Taser International products, therefore, it is the desire of the City Council to waive bids.

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

Section 1. The City of Conway shall accept Taser International as the sole source provider and hereby waive competitive bid requirements for the additional 10 Tasers, cartridges, and batteries at a cost of \$25,100.

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

PASSED this 24th day of January, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

January 17, 2017

To: United States state, local and municipal law enforcement agencies

Re: Sole Manufacturer Letter for TASER International, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions

TASER International, Inc. (TASER), is the sole manufacturer for TASER brand conducted electrical weapons (CEWs) and Axon brand products. TASER is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia. TASER is also the sole developer and offeror of the Evidence.com data management services.¹

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERS (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch

¹ Evidence.com is both a division of TASER and a data management product solution offered by TASER. Evidence.com is not a separate corporate entity.



- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart Cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
 - Inert Smart Cartridge Model: 22153
5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
6. Power Modules (Battery Packs) for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
7. TASER Dataport Download Kits:

- Dataport Download Kit for the X2 and X26P Model: 22013
8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
 9. Conductive Target front Model 80000 and Conductive Target back, Model 80001
 10. TASER Simulation Suit II Model 44550

TASER Digital Evidence Solution Description

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to seven-minute pre- and post-event buffering period
- Upload to Evidence.com services

Axon Flex Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

Axon Flex Controller

- 12+ hours of battery operation per shift (even in recording mode)

- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- Available with Axon Signal technology

Axon Body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Axon Dock 2

- For use with the Axon Body 2 camera
- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: TASER International is a publicly traded company with stable finances and funding, reducing

- concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Evidence Mobile

Axon Capture Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, or Axon Flex camera in real-time
- Allows for playback of videos stored on a paired Axon Body Axon Body 2, or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

TASER Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

TASER Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



TASER Axon Brand Model Numbers

1. Axon Body 2 Camera Model: 74001
2. Axon Fleet Camera Model: 74001
3. Axon Signal Unit Model: 70112
4. Axon Body Camera Model: 73002 (Includes 73078, 73077, 73004)
5. Axon Body Camera Mounts:
 - Standard Alligator Clip Holster Model: 73075
 - Mini Alligator Clip Holster Model: 73076
 - Belt Clips Model: 73077
 - Bolted Z-Bracket Holster Model: 73078
 - VELCRO Z-Bracket Holster Model: 73079
 - Pocket Mount Holster Model: 73089
6. Axon Body camera full solution kit Model: 73066 (includes several Axon mounts and an iPod touch mobile digital device)
7. Axon Flex Kit Model: 73030 (Includes 73000, 73001, 73005, and 73004)
8. Axon Flex Controllers:
 - Axon Flex Controller Model: 73001
 - Axon Flex Controller with Axon Signal Technology Model: 70115
9. Axon Flex USB Sync Cable/Wall Charger Model: 73004
10. Axon Flex Controller Holsters:
 - Standard Uniform Clip Model: 7300
 - Mini Alligator Clip Model: 73035
 - Belt Clips Model: 73036
11. Axon Flex Camera Mounts:
 - Clip for Oakley Flak Jacket Glasses Model: 73008
 - Collar/Cap/Versatile Mount Model: 73009
 - Epaulette Mount Model: 73011
 - Helmet Mount Model: 73013
 - Low-rider Headband Medium Model: 73010
 - Low-rider Headband Large Model: 73058
 - Ballistics Vest Mount Model: 73059
 - Ratchet Collar Mount Model: 73088
 - Shoei Ratchet Helmet Mount Model: 73090
 - HJC Ratchet Helmet Mount Model: 73091
12. Axon Flex Cables:
 - Straight To Right Angle 18" (45.7 cm) Model: 73022
 - Straight To Right Angle 36" (91.4 cm) Model: 73005
 - Straight To Right Angle 48" (122 cm) Model: 73023
 - Straight Angle to Right Angle 36" (91.4 cm) Coiled Model: 73067
 - Straight Angle to Right Angle 48" (122 cm) Coiled Model: 73060

13. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex and Axon Body Model: 70023
- Axon Dock – 6-Bay and Core for Axon Flex and Axon Body Model: 70026
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Individual Bay for Axon Flex and Axon Body Model: 70028
- Wall Mount Bracket Assembly for Axon Flex and Axon Body Model: 70033
- Axon Dock 2 – Individual Bay and Core for Axon Body 2 Model 74009
- Axon Dock 2 – 6-Bay and Core for Axon Body 2 Model 74008
- Individual Bay for Axon Body 2 Model: 74011

TASER Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.


Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
TASER International, Inc.

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**City of Conway, Arkansas
Ordinance No. O-17- _____**

AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF CONCEALMENT VESTS FROM TEECO SAFETY FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the Conway Police Department needs to purchase 17 Concealment Vests for the department and;

WHEREAS, Teeco Safety is the sole source provider for the Point Blank Concealment Vests in the state, therefore, it is the desire of the City Council to waive bids.

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

SECTION 1. The City of Conway shall accept Teeco Safety as the sole source provider and hereby waive competitive bid requirements for the additional 17 Concealment Vests at a cost of \$13,804 and;

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

PASSED this 24th day of January, 2017.

APPROVED:

Mayor Bart Castleberry

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



Term Contract

Vendor No. 100002073
Contact Rafe Jordan
Your reference SP-17-0032

TEECO SAFETY INC
PO Box 7784
SHREVEPORT LA 71137-7784

Contract No. 4600039049
Date 10/25/2016

Contact Timothy O'Brien
Telephone 501-324-9320
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

As noted on individual purchase order.

Ship To:

TEECO SAFETY INC
SHREVEPORT LA

Valid from: 10/25/2016

Valid to: 03/15/2018

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT TO BE USED IN CONJUNCTION WITH NASPO ValuePoint CONTRACT 2016-181. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT.

Statewide Procurement Specialist:

Tim O'Brien @ 501-324-9320
Office of State Procurement
1509 W. 7th Street, Rm 300
Little Rock, AR 72201-3966

Timothy.O'Brien@dfa.arkansas.gov

CONTRACT PERIOD: The term of this contract shall be from date of award, October 25, 2016 through March 15, 2018 with the option to renew for up to three (3) one year increments or a portion thereof. In no event shall the total contract term be more than five (5) years.

DELIVERY REQUIREMENTS: PRICES ARE F.O.B. DESTINATION.

INVOICE and FOB DELIVERY LOCATION:

AS SPECIFIED ON AGENCY PURCHASE ORDER

Scope: This is a NASPO ValuePoint cooperative Term Contract issued by the State of Colorado with the State of Arkansas as an authorized participant in purchasing Body Armor through the NASPO ValuePoint Multi-state agreement.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

Date



Term Contract

Vendor No. 100002073
Contact Rafe Jordan
Your reference SP-17-0032

Contract No. 4600039049
Date 10/25/2016
Our reference ST

The quantities listed are estimates and are not a guarantee to purchase. The State may order more or less as is required during the term of the contract.

Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Row 1: 0001, 10129680 ARMOR,BODY,ACESSORIES, 300,000.00, Lump Sum, 1.00, \$ 300,000.00

Estimated Net Value 300,000.00

Arkansas State Procurement Contact:
Tim O'Brien
501-324-9320
Timothy.O'Brien@dfa.arkansas.gov

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

- 1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation.
7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

**Term Contract**

Vendor No. 100002073
Contact Rafe Jordan
Your reference SP-17-0032

Contract No. 4600039049
Date 10/25/2016
Our reference ST

8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



Term Contract

Vendor No. 100002073
Contact Rafe Jordan
Your reference SP-17-0032

Contract No. 4600039049
Date 10/25/2016
Our reference ST

18. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20. DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

AGREEMENT

This agreement is entered this 1st of January, 2017, between the City of Conway, Arkansas, and the Conway Housing Authority.

WITNESSETH:

WHEREAS, the Conway Housing Authority (hereafter, "CHA") desires to maintain and improve the security of its premises and to serve the respective needs and to provide for the maximum mutual benefit of the parties hereto; and

WHEREAS, this objective is to be accomplished by the controlled interaction of the City's police officers with tenants and guests of CHA; and

WHEREAS, the Conway Housing Authority desires to prevent and control crime, restore and/or maintain order, and reduce citizens' fear of crime within the CHA.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

The City shall provide one fully equipped community policing officer, with police vehicle, on a full-time basis to for the Conway Housing Authority. The Chief will select a qualified candidate. The officer will be selected based upon their qualifications to perform assigned duties. Should said community policing officer be requested by CHA to work any hours beyond the normal complement of the officer's pay period, said overtime hours will be subject to reimbursement by CHA to the City of Conway.

2. CONSIDERATION

In consideration for providing the above-described services, the Conway Housing Authority shall pay to the City the sum of \$37,000, which represents an amount that will offset the costs associated with the City providing one officer. The compensation shall be paid by the Conway Housing Authority to the City of Conway in full, between January 1, 2017 and December 31, 2017.

3. TERMS

The initial term of this Agreement shall be for a period commencing January 1, 2017, to and including, December 31, 2017. Absent termination by one of the parties hereto, or amendments mutually agreed upon by the parties, this Agreement shall automatically be renewed for additional terms of one year. This Agreement and all performances and obligations required hereunder may be terminated by the Mayor of the City of Conway or the executive director of the Conway Housing Authority at any time and for any cause provided that the terminating party provides the other party with written notice of termination immediately upon the date of termination.

4. PERSONNEL

The officer provided by the City shall be considered an employee of the City. Notwithstanding anything contained in the Agreement the Officer shall at all times be subject to the policies and

procedures of the Conway Police Department. The City shall be responsible for the selection of an officer. The City shall be responsible for the special training of the officer as required for participation in this program, and the scheduling of such officer. As required for the police department's performance evaluation system, CHA's Executive Director will provide letter input relating to the assigned officer's performance. Additionally, to insure the assigned officer's working hours and days of work are aligned with the needs of the housing authority's resident's needs and priorities, a resident survey, inquiring about such hours and working days and other such dimensions, will be conducted on an annual basis and provided to the Chief of Police for his review no later than December 15th of each calendar year. Based upon such survey results, and collaboration with the CHA Executive, Officer working hours and days of work will be aligned with such findings.

5. INSURANCE

City and Conway Housing Authority acknowledges that the City of Conway, as a requirement of this Agreement, shall not be required to have additional insurance.


6. ASSIGNMENT AND SUBCONTRACTING

This Agreement and the performance of services required hereunder shall not be assigned or subcontracted by either party without the written consent of the other party.

7. NOTICES

Notices hereunder shall be given by first-class mail or personal service. Notice to the City shall be delivered or addressed to the Mayor, City of Conway, 1201 Oak Street, Conway, AR 72032. Notice to the Conway Housing Authority shall be delivered or addressed to the Executive Director, Mary Boyd, 335 S. Mitchell, Conway, Arkansas, 72034.

Conway Housing Authority



Executive Director

Date: 1/13/17

City of Conway

Mayor Bart Castleberry

Date: _____

MEMORANDUM

TO: City Council Members/Mayor Bart Castleberry

FROM: Chief Jody Spradlin

DATE: January 24, 2017

SUBJECT: Request for disposal of assets

The Conway Police Department has a K9 that is ready to retire. K9 Chewie has medical issues that prohibit him from being able to continue to work. I would like to request to retire K9 Chewie, and remove him from the City's inventory.

I would like to also request the K9 Chewie be turned over to his handler, Officer Matthew Edgmon.

Thank you for your consideration.



**City of Conway, Arkansas
Ordinance No. O-17-____**

AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY POLICE DEPARTMENT & CONWAY FIRE DEPARTMENT TO PARTICIPATE IN A DIVERSITY TRAINING PROGRAM; AND FOR OTHER PURPOSES

Whereas, the Conway Police & Fire Department would like to participate in diversity training program that is offered by the University of Central Arkansas; and

Whereas, the diversity training program includes discussion of the benefits of diversity in the community and workplace and the goal of F.A.I.R. (Fairness, Awareness, Inclusion, & Respect) as we interact with others; and

Whereas, diversity training would be beneficial to both departments and done in eight different training sessions to accommodate the employees; and

Whereas, budgetary authority for such expenditure has not previously been provided.

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

Section 1. The City of Conway shall utilize the services of the University of Central Arkansas for diversity training provided to the City of Conway Police and Fire department.

Section 2. The City of Conway shall appropriate \$8,000 each (\$16,000) from General Fund – Fund Balance Appropriation Account (001.119.4900) to each department appropriate conference & education accounts for diversity trainings.

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

PASSED this 24th day of January, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer