



City of Conway Council Agenda

| | |
|---|--|
| <u>Council Meeting Date:</u> | October 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> | Michael O. Garrett, City Clerk/Treasurer |
| <u>Minutes Approval:</u> | October 10th, 2017 |
| <i>Approval of Monthly Financial Report ending September 30th, 2017</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. Economic Development Committee (Conway Corporation, Conway Development Corporation, Conway Downtown Partnership & the Conway Area Chamber of Commerce)

1. Ordinance authorizing the issuance & sale of wastewater revenue bonds for Conway Corporation.

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

1. Ordinance accepting and appropriating grant funds and approving the program year 2017 contracts for the Community Development Block grant program.
2. Ordinance accepting and appropriating funds for the Spencer Street Brownfield Cleanup project administered by the Planning & Development Department.
3. Ordinance accepting and appropriating funds for the Conway Tree Board.
4. Ordinance to rezone property located at 3840 Tyler Street {proposed Charleston Place Subdivision} from A-1 to R-1.
5. Ordinance to rezone property located at 1300 Favre Lane {proposed Cherry Hill Subdivision} from A-1 to R-1.
6. Ordinance to rezone property located at 1555 South Salem Road {proposed Salem Oaks Subdivision} from A-1 to R-1.
7. Ordinance to rezone property located at 185 Lower Ridge Road from A-1 to RU-1.
8. Consideration to approve a conditional use permit to allow a transmission tower in a C-3 zoning district for property located at 1499 Robins Street, a portion of Conway Station Park [site of existing water tower].

9. Consideration to approve a conditional use permit to allow O-3 (Restricted Office) in an R-2A (Large Lot Duplex) zoning district for property located at 823 Donaghey Avenue.

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

1. Consideration to approve the bid for an electric forklift for the Recycling facility at the Conway Sanitation Department.
2. Consideration to remove assets from inventory for the Conway Sanitation 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 bid for 20 temporary holding dog kennels for the Conway Animal Welfare Unit.

E. New Business

1. Consideration to approve the renewal of dental benefits from BlueCross BlueShield for the FY2018.
2. Consideration to approve the renewal of life insurance benefits from USABLE for the FY2018.
3. Consideration to approve the renewal of voluntary supplemental benefits from Benefit Partners/FlexCo for the FY2018.
4. Consideration to approve fitness center proposals for the FY2018.
5. Consideration to approve medical benefit proposals for the FY2018.

Adjournment



City of Conway, Arkansas
Monthly Financial Reports
September 30, 2017

City of Conway
 Monthly Financial Report - General Fund
 For the month ended September 30, 2017



| Revenues | Budget | Month | Year to | Encumbered | (Over)/Under | % |
|--------------------------------|-------------------|------------------|-------------------|----------------|------------------|----------------|
| | | Activity | Date | | Budget | Expend/Collect |
| Ad Valorem Tax | 3,900,000 | 198,171 | 1,605,780 | | 2,294,220 | 41% |
| Payments in Lieu of Tax | 20,000 | 97,458 | 112,458 | | (92,458) | 562% |
| State Tax Turnback | 930,000 | 64,119 | 741,915 | | 188,085 | 80% |
| Insurance Tax Turnback - LOPFI | 1,300,000 | 290,662 | 850,797 | | 449,203 | 65% |
| Sales Tax | 18,200,000 | 1,572,316 | 14,204,133 | | 3,995,867 | 78% |
| Beverage Tax | 400,000 | - | 275,487 | | 124,513 | 69% |
| Franchise Fees | 3,569,000 | 281,893 | 2,504,250 | | 1,064,750 | 70% |
| Permits | 401,000 | 27,200 | 352,173 | | 48,827 | 88% |
| ACIEA Revenues | 5,000 | 2,081 | 7,411 | | (2,411) | 148% |
| Dog Tags & Fees | 30,000 | 2,110 | 24,680 | | 5,320 | 82% |
| Municipal Court Fines and Fees | 1,153,400 | 69,348 | 738,103 | | 415,297 | 64% |
| Law Enforcement | 796,384 | 110,266 | 577,803 | | 218,581 | 73% |
| Parks | 561,800 | 46,656 | 525,779 | | 36,021 | 94% |
| Interest Income | 22,000 | 4,677 | 45,453 | | (23,453) | 207% |
| Proceeds from Sale of Assets | - | - | 3,995 | | (3,995) | - |
| Insurance Proceeds | 34,673 | 54 | 41,775 | | (7,102) | 120% |
| Donations | 12,036 | 5,000 | 12,037 | | (1) | 100% |
| Act 833 Revenue | 90,000 | - | - | | 90,000 | 0% |
| Miscellaneous Revenues | 140,964 | 17,464 | 113,044 | | 27,919 | 80% |
| Transfers from Other Funds | 423,000 | - | 282,000 | | 141,000 | 67% |
| Total Revenues | 31,989,257 | 2,789,474 | 23,019,072 | - | 8,970,185 | 72% |
| Expenditures | | | | | | |
| Admin (Mayor, HR) | 668,175 | 51,186 | 440,435 | - | 227,740 | 66% |
| Finance | 445,568 | 48,807 | 360,631 | - | 84,937 | 81% |
| City Clerk/Treasurer | 188,989 | 10,106 | 95,651 | - | 93,338 | 51% |
| City Council | 100,767 | 7,400 | 60,254 | - | 40,513 | 60% |
| Planning | 424,906 | 27,601 | 262,177 | 392 | 162,337 | 62% |
| Physical Plant | 526,445 | 37,214 | 336,364 | 4,721 | 185,361 | 64% |
| Fleet Maintenance | 156,763 | 18,241 | 120,433 | 2,683 | 33,647 | 77% |
| Information Technology | 1,216,155 | 64,475 | 732,130 | 17,628 | 466,397 | 60% |
| Permits and Inspections | 717,073 | 56,133 | 486,794 | 538 | 229,741 | 68% |
| Nondepartmental | 763,384 | 14,060 | 629,975 | 9,492 | 123,917 | 83% |
| Police | 11,484,200 | 864,810 | 8,402,776 | 25,793 | 3,055,631 | 73% |
| CEOC | 1,074,954 | 79,734 | 797,365 | 2,885 | 274,704 | 74% |
| Animal Welfare | 486,307 | 58,929 | 327,867 | 5,828 | 152,612 | 67% |
| Municipal District Court | 874,792 | 60,697 | 621,120 | 368 | 253,304 | 71% |
| City Attorney | 474,152 | 34,422 | 319,334 | 821 | 153,997 | 67% |
| Fire | 9,959,071 | 739,668 | 6,971,640 | 62,230 | 2,925,201 | 70% |
| Parks | 3,009,319 | 229,571 | 1,959,194 | 53,155 | 996,970 | 65% |
| Total Expenditures | 32,571,020 | 2,403,053 | 22,924,137 | 186,535 | 9,460,348 | 70% |
| Net Revenue/(Expense) | (581,762) | | 94,935 | | | |

*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
2017



Fund Balance Appropriations

| <u>Ordinance</u> | <u>Date</u> | <u>Description</u> | <u>Amount</u> |
|------------------|-------------|--|-------------------|
| O-17-14 | 1/24/17 | Diversity training for police and fire | 16,000 |
| O-17-34 | 3/28/17 | Fuel tank repair | 2,600 |
| O-17-40 | 4/11/17 | Mosquito abatement program | 150,000 |
| O-17-41 | 4/11/17 | Generator repairs at CEOC | 6,664 |
| O-17-42 | 4/11/17 | Civil service testing | 5,400 |
| O-17-55 | 5/9/17 | Repair roof at City Hall | 125,000 |
| O-17-62 | 5/23/17 | Health benefit premium increase | 140,241 |
| O-17-72 | 6/27/17 | Civil service testing | 2,600 |
| O-17-73 | 6/27/17 | New HVAC unit at CEOC | 15,000 |
| | | | <u>\$ 463,505</u> |

City of Conway
 Balance Sheet - General Fund
 For the month ended September 30, 2017



| | |
|--|--------------------------|
| Cash - Operating | 3,649,736 |
| Cash - Reserve | 2,011,965 |
| Petty Cash | 715 |
| Taxes Receivable | 3,362,084 |
| Accounts Receivable | 4,212,262 |
| Due from Other Funds | 31,156 |
| Due from Street | 31,453 |
| Due from Component Unit | 294,539 |
| Fleet Inventory | 15,539 |
| Fuel Inventory | 179 |
| General Inventory | 585 |
| <i>Assets</i> | <u>13,610,215</u> |
| Accounts Payable | (51,636) |
| Salaries Payable | 236,327 |
| Insurance and Benefits Payable | 78,498 |
| Held for Others - Performance Bonds | 12,700 |
| Event Deposits | 970 |
| Due to Other Funds | 5,768 |
| Deferred Revenue | 4,045,383 |
| <i>Liabilities</i> | <u>4,328,009</u> |
| Fund Balance - Committed to cash flow | 2,000,000 |
| Fund Balance - Committed to reserve | 2,000,000 |
| Fund Balance - Unassigned | 5,282,206 |
| <i>Fund Balance</i> | <u>9,282,206</u> |
| <i>Total Liabilities & Fund Balance</i> | <u>13,610,215</u> |

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended September 30, 2017



| Revenues | Budget | Month | Year to | Encumbered | (Over)/Under | % |
|----------------------------------|--------------------|----------------|------------------|----------------|------------------|----------------|
| | | Activity | Date | | Budget | Expend/Collect |
| Ad Valorem Tax | 1,500,000 | - | 518,836 | | 981,164 | 35% |
| Payments in Lieu of Tax | 15,000 | - | - | | 15,000 | 0% |
| State Tax Turnback | 2,683,474 | 222,030 | 1,760,567 | | 922,907 | 66% |
| AHTD 1/2 Cent Sales Tax Turnback | 1,100,000 | 108,221 | 839,588 | | 260,412 | 76% |
| Severance Tax | 75,000 | 13,137 | 123,629 | | (48,629) | 165% |
| Sales Tax | 250,000 | 22,031 | 199,025 | | 50,975 | 80% |
| Sign Permits | 500 | - | 150 | | 350 | 30% |
| Engineering Fees | 5,000 | 3,250 | 17,100 | | (12,100) | 342% |
| Insurance Proceeds | - | - | 3,055 | | (3,055) | - |
| Interest Income | 20,000 | 4,430 | 34,732 | | (14,732) | 174% |
| Miscellaneous Revenues | 1,505 | 8,823 | 11,154 | | (9,649) | 741% |
| Total Revenues | 5,650,479 | 381,923 | 3,507,835 | - | 2,142,644 | 62% |
| Expenditures | | | | | | |
| Personnel Costs | 2,587,824 | 163,150 | 1,505,998 | - | 1,081,826 | 58% |
| Other Operating Costs | 3,512,036 | 164,638 | 1,823,890 | 83,539 | 1,604,607 | 52% |
| Total Operating Costs | 6,099,860 | 327,788 | 3,329,888 | 83,539 | 2,686,433 | 55% |
| Capital Outlay | 1,247,577 | 30,000 | 51,344 | 25,632 | 1,170,601 | 4% |
| Total Expenditures | 7,347,437 | 357,788 | 3,381,232 | 109,171 | 3,857,034 | 46% |
| Net Revenue/(Expense) | (1,696,958) | | 126,603 | | | |

*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
2017



Fund Balance Appropriations

| <u>Ordinance</u> | <u>Date</u> | <u>Description</u> | <u>Amount</u> |
|------------------|-------------|---|---------------------|
| O-17-34 | 3/28/17 | Fuel tank repair | 2,600 |
| O-17-47 | 5/9/17 | Increased transportation for Boys & Girls Club | 13,000 |
| O-17-50 | 5/9/17 | Finish Smith & Spencer Reconstruction | 139,000 |
| O-17-62 | 5/23/17 | Health benefit premium increase | 11,583 |
| O-17-97 | 9/12/17 | Right of way acquisition for College/Salem roundabout | 154,239 |
| O-17-102 | 9/12/17 | Finish 6th Street overpass | 1,000,000 |
| | | | <u>\$ 1,320,422</u> |

City of Conway
 Balance Sheet - Street Fund
 For the month ended September 30, 2017



| | |
|--|-------------------------|
| Cash - Operating | 4,538,842 |
| Taxes Receivable | 47,108 |
| Accounts Receivable | 1,375,074 |
| <i>Assets</i> | <u>5,961,024</u> |
| Accounts Payable | (3,472) |
| Salaries Payable | 18,500 |
| Insurance and Benefits Payable | 8,342 |
| Due to Other Funds | 10,841 |
| Due to General | 31,453 |
| Deferred Revenue | 1,375,073 |
| <i>Liabilities</i> | <u>1,440,737</u> |
| <i>Fund Balance</i> | <u>4,520,287</u> |
| <i>Total Liabilities & Fund Balance</i> | <u>5,961,024</u> |

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended September 30, 2017



| Revenues | <u>Budget</u> | <u>Month</u> | | <u>Year to Date</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 | 819,682 | 6,725,332 | | | 2,024,668 | 77% |
| Proceeds - Recycled Materials | 540,000 | 95,558 | 627,999 | | | (87,999) | 116% |
| Landfill Fees - General | 200,000 | 18,474 | 160,906 | | | 39,094 | 80% |
| Insurance Proceeds | 5,733 | - | 6,479 | | | (746) | 113% |
| Loan Proceeds | - | - | 1,850,743 | | | (1,850,743) | - |
| Interest Income | 50,000 | 11,143 | 70,516 | | | (20,516) | 141% |
| Proceeds from Sale of Assets | - | 16,090 | 94,255 | | | (94,255) | - |
| Miscellaneous Revenues | - | 1 | 15,483 | | | (15,483) | - |
| Total Revenues | 9,545,733 | 960,948 | 9,551,714 | | | (5,981) | 100% |
| Expenditures | | | | | | | |
| Personnel Costs | 3,875,162 | 299,831 | 2,860,532 | | | 1,014,630 | 74% |
| Other Operating Costs | <u>3,640,496</u> | <u>789,065</u> | <u>2,464,641</u> | <u>117,801</u> | | <u>1,058,055</u> | <u>68%</u> |
| Total Operating Costs | 7,515,658 | 1,088,896 | 5,325,173 | 117,801 | | 2,072,685 | 71% |
| Capital Outlay | <u>4,169,969</u> | <u>29,885</u> | <u>167,237</u> | <u>634,297</u> | | <u>3,368,436</u> | <u>4%</u> |
| Total Expenditures | 11,685,627 | 1,118,781 | 5,492,410 | 752,097 | | 5,441,120 | 47% |
| Net Revenue/(Expense) | (2,139,894) | | <u><u>4,059,304</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
2017



Fund Balance Appropriations

| <u>Ordinance</u> | <u>Date</u> | <u>Description</u> | <u>Amount</u> |
|------------------|-------------|---------------------------------|---------------|
| O-17-62 | 5/23/17 | Health benefit premium increase | \$ 31,212 |

City of Conway
 Balance Sheet - Sanitation
 For the month ended September 30, 2017



| | |
|--|--------------------------|
| Cash - Operating | 6,650,081 |
| Petty Cash | 200 |
| Post Closure Cash Account | 5,656,723 |
| Accounts Receivable | (1,140) |
| Due from Other Funds | 68 |
| Due from Component Unit | 750,000 |
| 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 |
| <i>Assets</i> | <u>22,403,971</u> |
| Accounts Payable | 1,983 |
| Salaries Payable | 41,143 |
| Insurance and Benefits Payable | 19,287 |
| 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 |
| <i>Liabilities</i> | <u>18,687,409</u> |
| <i>Net Assets</i> | <u>3,716,562</u> |
| <i>Total Liabilities and Net Assets</i> | <u>22,403,971</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 September 30, 2017



| | <u>Budget</u> | <u>Month</u> <u>Activity</u> | <u>Year to</u> <u>Date</u> | <u>Encumbered</u> | <u>(Over)/Under</u> <u>Budget</u> | <u>%</u> <u>Expend/Collect</u> |
|------------------------------|----------------|---------------------------------|-------------------------------|-------------------|--------------------------------------|-----------------------------------|
| Revenues | | | | | | |
| Sales Tax | 13,000 | 922 | 7,399 | | 5,601 | 57% |
| Airport Fuel Sales | 600,000 | 85,769 | 567,215 | | 32,785 | 95% |
| T-Hangar Rent | 118,000 | 20,951 | 89,069 | | 28,931 | 75% |
| Community Hangar Rent | 25,000 | 1,344 | 13,274 | | 11,726 | 53% |
| Ground Leases | 125,000 | 17,424 | 110,966 | | 14,035 | 89% |
| Insurance Proceeds | 3,681 | - | - | | 3,681 | 0% |
| Miscellaneous Revenues | 13,000 | 780 | 7,935 | | 5,065 | 61% |
| Total Revenues | 897,681 | 127,189 | 795,857 | - | 101,824 | 89% |
| Expenditures | | | | | | |
| Personnel Costs | 216,013 | 19,424 | 180,835 | - | 35,178 | 84% |
| Fuel for Resale | 431,000 | 48,159 | 438,759 | - | (7,759) | 102% |
| Other Operating Costs | 157,881 | 8,572 | 73,057 | 638 | 84,186 | 46% |
| Total Operating Costs | 804,894 | 76,155 | 692,651 | 638 | 111,605 | 86% |
| Capital Outlay | - | - | - | - | - | 0% |
| Total Expenditures | 804,894 | 76,155 | 692,651 | 638 | 111,605 | 86% |
| Net Revenue/(Expense) | 92,787 | | <u><u>103,206</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
Airport Fund
2017



Fund Balance Appropriations

| <u>Ordinance</u> | <u>Date</u> | <u>Description</u> | <u>Amount</u> |
|------------------|-------------|---------------------------------|------------------|
| O-17-59 | 5/23/17 | Study of the Lollie levee | \$ 10,000 |
| O-17-60 | 5/23/17 | New windcone and pole | \$ 5,500 |
| O-17-62 | 5/23/17 | Health benefit premium increase | \$ 1,608 |
| | | | <u>\$ 17,108</u> |

City of Conway
 Balance Sheet - Airport
 For the month ended September 30, 2017



| | |
|--|--------------------------|
| Cash - Operating | 398,203 |
| Taxes Receivable | 2,020 |
| Accounts Receivable - Fuel Vendor | 86,727 |
| 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 |
| <i>Assets</i> | <u>32,720,048</u> |
| Salaries Payable | 2,268 |
| Insurance and Benefits Payable | 1,552 |
| Compensated Absences | 5,127 |
| Due to General | 800 |
| Accrued Interest Payable | 108,986 |
| Notes Payable | 2,750,000 |
| <i>Liabilities</i> | <u>2,868,733</u> |
| <i>Fund Balance</i> | 29,851,315 |
| <i>Total Liabilities & Fund Balance</i> | <u>32,720,048</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 September 30, 2017



Parks and Rec A&P Tax

| | |
|------------------|--------------|
| Balance, 8/31/17 | 2,688,339 |
| Receipts | 262,178 |
| Payments | (123,248) |
| Balance, 9/30/17 | \$ 2,827,270 |

Pay as you go Sales Tax

| | |
|------------------|--------------|
| Balance, 8/31/17 | 3,763,538 |
| Receipts | 3,252 |
| Payments | (724,197) |
| Balance, 9/30/17 | \$ 3,042,593 |

Street Impact Fees

| | |
|------------------|------------|
| Balance, 8/31/17 | 933,696 |
| Receipts | 20,906 |
| Payments | - |
| Balance, 9/30/17 | \$ 954,601 |

Parks Impact Fees

| | |
|------------------|------------|
| Balance, 8/31/17 | 450,210 |
| Receipts | 12,797 |
| Payments | - |
| Balance, 9/30/17 | \$ 463,008 |

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF \$58,832,964.94 OF A WASTEWATER REVENUE REFUNDING BOND, SUBORDINATE SERIES 2017, BY THE CITY OF CONWAY, ARKANSAS FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING WASTEWATER REVENUE REFUNDING BOND, SUBORDINATE SERIES 2015A; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2017 BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2017 BOND; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Conway, Arkansas (the "City"), a city of the first class, presently owns a wastewater collection and treatment system (the "Wastewater System") serving the residents of the City, which Wastewater System is operated and maintained by Conway Corporation, a nonprofit corporation organized and existing under the laws of the State of Arkansas (the "Corporation"), pursuant to an exclusive franchise to operate the Wastewater System granted to the Corporation by the City; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 and Arkansas Code Annotated Sections 14-164-401 *et seq.* (Repl. 1998 & 2015 Supp.) (as from time to time amended, the "Act") to issue and sell its wastewater revenue bonds for the purpose of financing and refinancing the cost of improvements to the Wastewater System; and

WHEREAS, pursuant to the provisions of Ordinance No. O-12-36 of the City, adopted and approved on April 24, 2012, the City has previously issued its Wastewater Revenue Improvement Bonds, Series 2012A (the "Series 2012A Bonds"), in the original principal amount of \$25,000,000; and

WHEREAS, pursuant to the provisions of Ordinance No. O-14-61 of the City, adopted and approved on July 8, 2014, the City has previously issued its Wastewater Revenue Refunding Bonds, Series 2014 (the "Series 2014 Bonds"), in the original principal amount of \$9,980,000; and

WHEREAS, pursuant to the provisions of Ordinance No. O-15-42 of the City, adopted and approved on April 14, 2015, the City has previously issued its Wastewater Revenue Refunding Bond, Subordinate Series 2015A (the "Series 2015A Bond"), in the original principal amount of \$65,004,588; and

WHEREAS, pursuant to the provisions of Ordinance No. O-15-43 of the City, adopted and approved on April 14, 2015, the City has previously issued its Wastewater Revenue Improvement Bond, Subordinate Series 2015B (the "Series 2015B Bonds"), in the original principal amount of not to exceed \$10,000,000; and

WHEREAS, pursuant to the provisions of Ordinance No. O-15-135 of the City, adopted and approved on December 8, 2015, the City has previously issued its Wastewater Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”), in the original principal amount of \$12,415,000; and

WHEREAS, in order to secure funds necessary to refund and redeem the Series 2015A Bond in whole, the City has made arrangements for the issuance and sale of its Wastewater Revenue Refunding Bond, Subordinate Series 2017, in the aggregate principal amount of \$58,832,964.94 (the “Series 2017 Bond”), to the Arkansas Development Finance Authority, as purchaser (the “Bondholder”), at a price of par, which Series 2017 Bond shall bear interest at the rate of one and one-half percent (1.50%) per annum, pursuant to a Bond Purchase Agreement (the “Bond Purchase Agreement”) among the City, the Bondholder and the Arkansas Natural Resources Commission (the “Commission”); and

WHEREAS, the City will also be required to pay to the Arkansas Development Finance Authority, as servicer with respect to the Series 2017 Bond (the “Authority”), a semiannual servicing fee equal to one percent (1.00%) per annum of the outstanding principal amount of the Series 2017 Bond (the “Servicing Fee”); and

WHEREAS, the City has determined to issue and secure the Series 2017 Bond on a parity basis with its Series 2015B Bond and on a junior and subordinate basis to its outstanding Series 2012A Bonds, Series 2014 Bonds and Series 2016 Bonds;

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

Section 1. The sale to the Bondholder of the City’s Series 2017 Bond in the principal amount of \$58,832,964.94 at a price of par, such Series 2017 Bond to bear interest at the rate of 1.50% per annum and to be subject to a Servicing Fee of 1.00% per annum and otherwise to be subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby approved. The sale shall be accomplished by the exchange of the Series 2017 Bond for the Series 2015A Bond currently owned by the Bondholder. The Series 2015A Bond shall then be cancelled by the City. The Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Bond Purchase Agreement. The Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting with such changes as may be approved by the Mayor, his execution to constitute complete evidence of such approval.

Section 2. The City Council hereby finds and declares that the period of usefulness of the Wastewater System after the refunding of the Series 2017 Bond will be more than twenty (20) years, which is longer than the term of the Series 2017 Bond.

Section 3. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of the State of Arkansas and the Act, the City of Conway, Arkansas Wastewater Revenue Refunding Bond, Subordinate Series 2017 (the “Series 2017 Bond”), is hereby authorized to be issued in the total principal amount of

\$58,832,964.94, the proceeds of the sale of which are necessary to provide sufficient funds to refund and redeem the Series 2015A Bond in whole.

The Series 2017 Bond shall bear interest at the rate of one and one-half percent (1.50%) per annum and shall be subject to a Servicing Fee of one percent (1.00%) per annum based upon a 360-day year of twelve consecutive 30-day months compounded semiannually. The Series 2017 Bond shall be dated the date of its delivery to the Bondholder. Principal, interest and the Servicing Fee shall be payable on April 15, 2018, and on each April 15 and October 15 thereafter until the unpaid principal is paid in full as follows:

| Date | Payment Amount | Interest | Servicing Fee | Principal |
|------------------|-----------------------|-----------------|----------------------|------------------|
| April 15, 2018 | \$1,891,274.05 | \$441,247.24 | \$294,164.82 | \$1,155,861.99 |
| October 15, 2018 | 1,891,274.06 | 432,578.27 | 288,385.52 | 1,170,310.27 |
| April 15, 2019 | 1,712,358.43 | 423,800.95 | 282,533.96 | 1,006,023.52 |
| October 15, 2019 | 1,712,358.43 | 416,255.77 | 277,503.84 | 1,018,598.82 |
| April 15, 2020 | 1,723,830.25 | 408,616.28 | 272,410.85 | 1,042,803.12 |
| October 15, 2020 | 1,723,830.26 | 400,795.25 | 267,196.84 | 1,055,838.17 |
| April 15, 2021 | 1,723,830.24 | 392,876.47 | 261,917.64 | 1,069,036.13 |
| October 15, 2021 | 1,723,830.25 | 384,858.70 | 256,572.46 | 1,082,399.09 |
| April 15, 2022 | 1,723,830.25 | 376,740.70 | 251,160.47 | 1,095,929.08 |
| October 15, 2022 | 1,723,830.25 | 368,521.24 | 245,680.82 | 1,109,628.19 |
| April 15, 2023 | 1,723,830.25 | 360,199.02 | 240,132.69 | 1,123,498.54 |
| October 15, 2023 | 1,723,830.25 | 351,772.79 | 234,515.19 | 1,137,542.27 |
| April 15, 2024 | 1,723,830.25 | 343,241.22 | 228,827.48 | 1,151,761.55 |
| October 15, 2024 | 1,723,830.25 | 334,603.01 | 223,068.67 | 1,166,158.57 |
| April 15, 2025 | 1,723,830.26 | 325,856.82 | 217,237.88 | 1,180,735.56 |
| October 15, 2025 | 1,723,830.25 | 317,001.30 | 211,334.20 | 1,195,494.75 |
| April 15, 2026 | 1,723,830.25 | 308,035.09 | 205,356.73 | 1,210,438.43 |
| October 15, 2026 | 1,723,830.26 | 298,956.80 | 199,304.54 | 1,225,568.92 |
| April 15, 2027 | 1,723,830.24 | 289,765.03 | 193,176.69 | 1,240,888.52 |
| October 15, 2027 | 1,723,830.25 | 280,458.37 | 186,972.25 | 1,256,399.63 |
| April 15, 2028 | 1,723,830.25 | 271,035.37 | 180,690.25 | 1,272,104.63 |
| October 15, 2028 | 1,723,830.25 | 261,494.59 | 174,329.72 | 1,288,005.94 |
| April 15, 2029 | 1,723,830.25 | 251,834.54 | 167,889.70 | 1,304,106.01 |

| Date | Payment Amount | Interest | Servicing Fee | Principal |
|------------------|-----------------------|-----------------|----------------------|------------------|
| October 15, 2029 | 1,723,830.26 | 242,053.75 | 161,369.17 | 1,320,407.34 |
| April 15, 2030 | 2,128,676.52 | 232,150.69 | 154,767.13 | 1,741,758.70 |
| October 15, 2030 | \$2,128,676.53 | \$219,087.50 | \$146,058.34 | \$1,763,530.69 |
| April 15, 2031 | 2,128,676.53 | 205,861.02 | 137,240.69 | 1,785,574.82 |
| October 15, 2031 | 2,128,676.53 | 192,469.21 | 128,312.81 | 1,807,894.51 |
| April 15, 2032 | 2,128,676.53 | 178,910.00 | 119,273.34 | 1,830,493.19 |
| October 15, 2032 | 2,128,676.53 | 165,181.30 | 110,120.87 | 1,853,374.36 |
| April 15, 2033 | 2,128,676.53 | 151,281.00 | 100,854.00 | 1,876,541.53 |
| October 15, 2033 | 2,128,676.53 | 137,206.94 | 91,471.29 | 1,899,998.30 |
| April 15, 2034 | 2,128,676.53 | 122,956.95 | 81,971.30 | 1,923,748.28 |
| October 15, 2034 | 2,128,676.53 | 108,528.84 | 72,352.55 | 1,947,795.14 |
| April 15, 2035 | 2,128,676.52 | 93,920.37 | 62,613.58 | 1,972,142.57 |
| October 15, 2035 | 2,128,676.52 | 79,129.30 | 52,752.87 | 1,996,794.35 |
| April 15, 2036 | 2,125,745.50 | 64,153.35 | 42,768.89 | 2,018,823.26 |
| October 15, 2036 | 2,125,745.50 | 49,012.17 | 32,674.78 | 2,044,058.55 |
| April 15, 2037 | 2,287,638.16 | 33,681.73 | 22,454.49 | 2,231,501.94 |
| October 15, 2037 | 2,287,638.16 | 16,945.47 | 11,296.98 | 2,259,395.71 |

The Series 2017 Bond shall be issued in the form of a single typewritten bond, registered as to both principal and interest, payable to the Bondholder, or registered assigns, as set forth hereinafter in the bond form, and shall be numbered R17-1.

Payment of principal and interest shall be by check or draft mailed to the Bondholder at its address shown on the registration books of the City which shall be maintained by the City Clerk or his designee as Bond Registrar, without presentation or surrender of the Series 2017 Bond (except upon final payment), and such payments shall discharge the obligation of the City to the extent thereof. The City Clerk or his designee shall keep a payment record and make proper notations thereon of all payments of principal and interest.

Payment of principal and interest shall be in any coin or currency of the United States of America which, as at the time of payment, shall be legal tender for the payment of debts due the United States of America. When the principal of and interest on the Series 2017 Bond has been fully paid, it shall be delivered to the City Clerk and shall be canceled.

Section 4. The Series 2017 Bond shall be executed on behalf of the City by its Mayor and City Clerk, and shall have impressed thereon the seal of the City. In order to pay the principal of and interest on the Series 2017 Bond and the Servicing Fee in connection therewith,

there is hereby pledged all of the revenues derived from the operation of the Wastewater System (the "Revenues"). Such pledge of Revenues is made on a parity basis with the pledge of Revenues that will secure the Series 2015B Bond and on a junior and subordinate basis to the existing pledge of Revenues securing the Series 2012A Bonds, the Series 2014 Bonds, the Series 2016 Bonds and any Additional Bonds, as such term is defined in the Trust Indenture dated as of April 1, 2004, as amended (the "Indenture"), by and between the City and First Security Bank, as trustee, pursuant to which the Series 2012A Bonds, the Series 2014 Bonds and Series 2016 Bonds are issued and secured. The City covenants and agrees that all Revenues will be accounted for separately as special funds on the books of the City, and receipts of said Revenues will be deposited and will be used solely as provided herein and in the Indenture. The Series 2017 Bond is not a general obligation of the City but is a special obligation, the principal of and the interest on which, and the Servicing Fee in connection therewith, are secured by a pledge of the Revenues. The principal of and interest on the Series 2017 Bond shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.

Section 5. The Series 2017 Bond shall be in substantially the following form, and the Mayor and City Clerk are hereby authorized and directed to make all the recitals contained therein:

**Registered
No. R17-1**

United States of America

**Registered
\$58,832,964.94**

**State of Arkansas
County of Faulkner
City of Conway, Arkansas
Wastewater Revenue Refunding Bond
Subordinate Series 2017**

Registered Owner: ARKANSAS DEVELOPMENT FINANCE AUTHORITY

Principal Amount: FIFTY-EIGHT MILLION EIGHT HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS AND NINETY-FOUR CENTS

Know All Men By These Presents:

That the City of Conway, Arkansas (the "City") hereby acknowledges itself to owe, and for value received promises to pay to the order of the Arkansas Development Finance Authority, or registered assigns, but solely from the special fund provided therefor as hereinafter set forth, in lawful money of the United States of America, the Principal Amount shown above, and to pay in like coin or currency interest thereon at the rate of 1.50% per annum from the date of each advance. A servicing fee of 1.00% per annum (the "Servicing Fee") shall also be payable by the City to the Arkansas Development Finance Authority or its successor in the same manner and upon the same dates as interest hereon.

Principal, interest and the Servicing Fee shall be payable on April 15, 2018, and on each April 15 and October 15 thereafter until the unpaid principal is paid in full as follows:

[Here will be inserted the amortization schedule
set forth in Section 3 of this Ordinance.]

Payments of principal and interest due hereon shall be made, except for final payment, without presentation and surrender of this bond, directly to the Registered Owner at its address shown on the registration book of the City maintained by the City Clerk or his designee as Bond Registrar, and such payments shall fully discharge the obligation of the City to the extent of the payments so made.

This bond is issued for the purpose of refunding and redeeming in whole the City's outstanding Wastewater Revenue Refunding Bond, Subordinate Series 2015A, and is issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Amendment No. 65 to the Constitution of the State of Arkansas ("Amendment 65") and Arkansas Code Annotated Sections 14-164-401 *et seq.* (Repl. 1998 & 2015 Supp.) (as from time to time amended, the "Act"), and pursuant to Ordinance No. _____ of the City, duly adopted and approved on the ____ day of October, 2017 (the "Authorizing Ordinance"). Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City and the Registered Owner of this bond.

This bond may be assigned only upon the written approval of the Arkansas Natural Resources Commission (the "Commission"), and in order to effect such assignment, the assignor shall promptly notify the City Clerk by registered mail, and the assignee shall surrender this bond along with a written assignment and written approval of the Commission to the City Clerk for transfer on the registration records. Every assignee shall take this bond subject to all payments and prepayments of principal and interest (as reflected on the Payment Record maintained by the City Clerk or his designee) prior to such surrender for transfer.

This bond may be prepaid at the option of the City from funds from any source, in whole but not in part, at any time on and after April 15, 2028, at a prepayment price equal to the principal amount outstanding, plus accrued interest and the Servicing Fee to the prepayment date. Notice of any such prepayment shall be given to the registered owner of this bond at least 90 days prior to the prepayment date. Such notice shall be in writing mailed to the address of the registered owner of this bond at the address appearing on the bond registration records maintained by the City Clerk.

This bond does not constitute an indebtedness of the City or the State of Arkansas within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment of the principal of and interest on this bond.

This bond is not a general obligation of the City, but is a special limited obligation payable solely from the revenues derived from the operation of the City's wastewater system (the "Revenues"). Such pledge of Revenues is made on a parity basis with the a pledge of Revenues securing the City's Wastewater Revenue Improvement Bond, Subordinate Series 2015B (the

“Series 2015B Bond”), and on a junior and subordinate basis to the existing pledge of Revenues securing the City’s Wastewater Revenue Improvement Bonds, Series 2012A (the “Series 2012A Bonds”), Wastewater Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”), Wastewater Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”), and any Additional Bonds, as such term is defined in the Trust Indenture dated as of April 1, 2004, as amended (the “Indenture”), by and between the City and First Security Bank, as trustee, pursuant to which the Series 2012A Bonds, Series 2014 Bonds and Series 2016 Bonds are issued and secured. The City has covenanted and agreed that all Revenues will be accounted for separately as special funds on the books of the City, and receipts of said Revenues will be deposited and will be used solely as provided in the Authorizing Ordinance and in the Indenture. Pursuant to the Authorizing Ordinance, an amount of Revenues sufficient to pay principal and interest on this bond as due shall be set aside monthly in a special fund created for that purpose identified as the 2017 Bond Fund. The City has fixed and has covenanted and agreed in the Authorizing Ordinance to maintain rates for Wastewater System services which shall be sufficient at all times to provide for the payment of the reasonable expenses of operation and maintenance of the Wastewater System, to provide for the payment of principal and interest on all indebtedness to which Revenues are pledged as the same shall become due, and to establish and maintain any required debt service reserves. Reference is made to the Authorizing Ordinance for a detailed statement of the nature and extent of the security, and the rights and obligations of the City and registered owner of this bond.

This bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond or for any claim based thereon or upon any obligation, covenant, or agreement contained in this bond or in the Authorizing Ordinance against any past, present or future alderman, officer or employee of the City, or any alderman, officer or employee of any successor of the City, as such, either directly or through the City or any successor of the City, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such alderman, officer or employee as such is hereby expressly waived and released as a condition of and consideration for the issuance of this bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Arkansas to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond does not exceed or violate any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this bond, as provided in the Authorizing Ordinance.

IN WITNESS WHEREOF, the City of Conway, Arkansas has caused this bond to be executed in its name by the manual signatures of its Mayor and City Clerk, thereunto duly authorize, and its corporate seal to be affixed hereto, all as of the ____ day of _____, 2017.

CITY OF CONWAY, ARKANSAS

By: _____
Mayor

ATTEST:

City Clerk

[S E A L]

REGISTRATION CERTIFICATE

| Date of Registration | Name of Registered Owner | Signature of City Clerk |
|-----------------------------|---|--------------------------------|
| | Arkansas Development Finance Authority | |
| | | |
| | | |
| | | |
| | | |
| | | |

RECORD OF PAYMENT OF ADVANCES

| Date of Advance* | Amount of Advance | Total Principal Outstanding | Signature of Vice President of Arkansas Development Finance Authority |
|-------------------------|--------------------------|------------------------------------|--|
| November 30, 2017 | \$58,832,964.94 | \$58,832,964.94 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*The date of each advance shall be the interest commencement date from which the principal amount of such advance bears interest and from which the Servicing Fee is calculated.

Section 6. The City has heretofore fixed rates for services of the Wastewater System by Ordinance No. O-12-14 adopted and approved on April 10, 2012 (the “Rate Ordinance”), which rates are hereby ratified and confirmed. The City covenants and agrees that the rates established by the Rate Ordinance will produce gross Revenues at least sufficient to pay monthly operation and maintenance expenses of the Wastewater System, to pay the principal of and interest on all indebtedness to which Revenues are pledged as the same become due, to pay the Servicing Fee as the same becomes due, and to create and maintain any required debt service reserves (collectively, the “Required Payments”). The City covenants always to maintain rates for Wastewater System services (including increases as necessary) sufficient to provide for the Required Payments.

Section 7. All of the terms and provisions of the Indenture, as now in effect, except for those provisions clearly inapplicable hereto or in direct conflict herewith, including, without limitation, those terms and provisions pertaining to the receipt, investment and handling of Revenues, are hereby made applicable hereto and incorporated by reference as though fully set forth herein. The effect of the foregoing sentence shall be to continue the applicable provisions in full force and effect until the Series 2017 Bond is paid, or provision made therefor, even after payment of the Series 2012A Bonds, Series 2014 Bonds and Series 2016 Bonds.

Section 8. The City covenants that it will continuously operate the Wastewater System as a revenue-producing undertaking and will not sell or lease the same, or any substantial portion thereof, without the prior written approval of the Bondholder and the Commission; provided, however, that nothing herein shall be construed to prohibit the City from making such

dispositions of properties of the Wastewater System and such replacements and substitutions for properties of the Wastewater System as shall be necessary or incidental to the efficient operation of the Wastewater System as a revenue-producing undertaking.

Section 9. After making the required monthly payments into the Operation and Maintenance Fund being maintained pursuant to the Indenture, and after making the required payments into the Bond Fund being maintained pursuant to the Indenture for the Series 2012A Bonds, the Series 2014 Bonds, the Series 2016 Bonds and any Additional Bonds (as defined in the Indenture), and after making any required payments into the Debt Service Reserve Fund for the Series 2012A Bonds, the Series 2016 Bonds and any Additional Bonds secured thereby, and simultaneously with any transfer from the Revenue Fund with respect to the Series 2015B Bond, there shall be paid from the Revenue Fund (the “Revenue Fund”) being maintained pursuant to the Indenture into a special account of the City established with the Bondholder (the “2017 Bond Fund”) the following amounts on the following dates:

- (i) On December 1, 2017, January 1, 2018, February 1, 2018, March 1, 2018 and April 1, 2018, an amount equal to 1/5 of the principal and interest due on the Series 2017 Bond on April 15, 2018 (less amounts on deposit in the Bond Fund from any prior payments); and
- (ii) Commencing on May 1, 2018, and on the first business day of each month thereafter through and including October 1, 2037, an amount equal to 1/6 of the principal of and interest on the Series 2017 Bond next due.

If Revenues are insufficient to make any of the above-described payments, then the amount of such deficiency shall be added to the amount otherwise required to be paid into the 2017 Bond Fund on the next required payment date. When the moneys held in the 2017 Bond Fund which represent payments by the City and investment earnings thereon or the proceeds of investments therefrom (collectively, “City Funds”) shall be and remain sufficient to pay in full the principal of and interest on the Series 2017 Bond, the City shall not be obligated to make any further payments into the 2017 Bond Fund. All moneys in the 2017 Bond Fund representing City Funds shall be used solely for the purpose of paying the principal of and interest on the Series 2017 Bond, and the City shall receive a credit for the amount of such City Funds on hand in the 2017 Bond Fund and available for the payment of the principal and interest currently due on a Series 2017 Bond payment date irrespective of whether the Bondholder has applied or caused to be applied such funds on that date for such purpose. The Series 2017 Bond shall be specifically secured by a pledge of all Revenues required to be deposited into the 2017 Bond Fund. This pledge in favor of the Series 2017 Bond is hereby irrevocably made according to the terms of this Ordinance, and the City and its officers and employees shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

After making the payments into the 2017 Bond Fund as provided above, there shall be paid from the Revenue Fund to the Authority an amount equal to the Servicing Fee then due. The Servicing Fee shall be payable on each date that interest on the Series 2017 Bond is due and shall be calculated on the same basis as interest on the Series 2017 Bond. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal of and interest on the Series 2017 Bond.

Section 10. The City shall assure that (i) not in excess of 10% of the proceeds of the Series 2017 Bond is used for Private Business Use (as defined below) if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2017 Bond during the term thereof are, under the terms of the Series 2017 Bond or any underlying arrangement, directly or indirectly secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or are to be derived from payments, whether or not to the City, in respect of property or borrowed moneys used or to be used for a Private Business Use; and (ii) that, in the event that both (A) in excess of 5% of the proceeds of the Series 2017 Bond are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2017 Bond during the term thereof are, under the terms of the Series 2017 Bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or are to be derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of proceeds of the Series 2017 Bond used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the project refinanced by the Series 2015A Bond.

The City shall assure that not in excess of 5% of the proceeds of the Series 2017 Bond are used, directly or indirectly, to make or finance a loan to persons other than state or local governmental units.

As used in this Section, “Private Business Use” means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

Section 11. Installments of principal and interest on the Series 2017 Bond shall be prepayable prior to maturity as provided in the form of the Series 2017 Bond set forth in Section 5 of this Ordinance.

Section 12. So long as the Series 2017 Bond is outstanding, the City shall not issue or attempt to issue any bonds or other indebtedness having or claimed to be entitled to a pledge of the Revenues on a priority or parity basis with the lien thereon securing the Series 2017 Bond except as provided in this Section 12. The City may additional bonds secured by and payable from Revenues to finance or pay the cost of constructing extensions, betterments and improvements to the Wastewater System or to refund outstanding bonds of the City originally issued for such purposes. Such additional bonds may be issued and secured by and payable from Revenues on a priority basis to or on a parity basis with the lien on Revenues securing the Series 2017 Bond, but only if there shall have been procured and filed with the City and the Bondholder a statement by an independent certified public accountant not in the regular employ of the City reciting the opinion that (i) the Net Revenues (Net Revenues being gross Revenues less operation and maintenance expenses, but not including depreciation) for the fiscal year preceding the year in which such additional bonds are to be issued were not less than 110% of the maximum annual principal, interest and Servicing Fee requirements on all outstanding bonds and other indebtedness to which the Revenues are pledged, including the proposed additional bonds, or (ii)

the Net Revenues for the fiscal year succeeding the year in which such additional bonds are to be issued are projected to be sufficient in amount, taking in consideration any enacted increase in the Wastewater System rates, to be not less than 110% of the maximum annual principal, interest and Servicing Fee requirements on all outstanding bonds and other indebtedness to which the Revenues are pledged, including the proposed additional bonds. The City may issue bonds or other indebtedness, the security and source of payment of which are subordinate and subject to the pledge of Revenues securing the Series 2017 Bond without complying with the terms and conditions of this Section 12. The provisions of this Section 12 may be waived by the holders of at least 75% in outstanding principal amount of the Series 2017 Bond.

Section 13. It is covenanted and agreed by the City with the Bondholder and the Commission that it will faithfully and punctually perform all duties with reference to the Wastewater System required by the Constitution and laws of the State of Arkansas and by this Ordinance, including, without limitation, the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the Wastewater System and the segregating of the Revenues.

The City covenants and agrees that the Bondholder shall have the protection of all the provisions of the Act and this Ordinance, and that the City will diligently proceed to enforce those provisions to the end of the Bondholder realizing fully upon its security. If the City shall fail to proceed within thirty (30) days after written request shall have been filed by the Bondholder or the Commission, the Bondholder or the Commission may proceed to enforce all such provisions.

If there be any default in the payment of the principal of or interest on the Series 2017 Bond, or if the City defaults in any 2017 Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance or in the Bond Purchase Agreement, the Bondholder and the Commission (with respect to covenants contained in the Bond Purchase Agreement) may, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State of Arkansas. In the case of a default in the payments of the principal of and interest on the Series 2017 Bond, the Bondholder may apply to a court of competent jurisdiction for the appointment of a receiver to administer the Wastewater System on behalf of the City and the Bondholder with the power to charge and collect (or by mandatory injunction or otherwise to cause to be charged and collected) rates sufficient to provide for the payment of the expenses of operation, repair and maintenance of the Wastewater System and to pay principal of and interest on all indebtedness secured by Revenues, and to apply Revenues in accordance with the provisions of this Ordinance. When all defaults in the payment of the principal of and interest on the Series 2017 Bond have been cured, the custody and operation of the Wastewater System shall revert to the City.

No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies herein provided or provided by law, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by law. No delay or omission of the Bondholder to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein; and every power and remedy given by this Ordinance to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon. Any costs of enforcement of the Series 2017 Bond or of any provision of this Ordinance, including reasonable attorney's fees, shall be paid by the City. The Authority may enforce all rights and exercise all remedies available to the Bondholder in the event the Servicing Fee is not paid when due.

Section 14. When the Series 2017 Bond has been executed by the Mayor and City Clerk and the seal of the City impressed thereon as herein provided, it shall be delivered to the Bondholder in exchange for return of the Series 2015A Bond currently held by the Bondholder, all in accordance with the Bond Purchase Agreement. The entire outstanding principal amount of the Series 2015A Bond, with interest thereon to the date of exchange, shall be considered redeemed, and the Series 2015A Bond shall be cancelled by the City.

Section 15. The terms and provisions of this Ordinance shall constitute a binding contract among the City, the Bondholder and the Commission, and no variation or change in the undertaking herein set forth shall be made while the Series 2017 Bond is outstanding unless consented to in writing by the Bondholder and the Commission.

Section 16. The City covenants and agrees that it will maintain the Wastewater System in good condition and operate it in an efficient manner and at reasonable cost. The City agrees to keep proper records, books and accounts relating to the operation of the Wastewater System, which shall be kept separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the operation of the Wastewater System in accordance with generally accepted government accounting standards. Such books shall be available for inspection by the Bondholder and the Commission, or the agent or the representative of either, at reasonable times and under reasonable circumstances. The City agrees to have these records audited annually and to furnish the audit report and any operating data requested by the Commission with respect to the Wastewater System to the Bondholder and the Commission.

Section 17. So long as the Corporation operates the Wastewater System under the franchise granted by the City, performance by the Corporation of any duty or obligation of the City hereunder shall be deemed performance by the City. Throughout this Ordinance, references to the City shall, if appropriate, be deemed to specifically include the Corporation.

Section 18. The City agrees that the Bondholder may pledge the Series 2017 Bond as security for the payment of its revolving loan fund revenue bonds (the "ADFA Bonds"), and the trustee or any municipal bond insurer for the ADFA Bonds may exercise any rights or remedies available to the Bondholder under this Ordinance or the Bond Purchase Agreement while the Series 2017 Bond is pledged and/or the ADFA Bonds are insured. In addition, the City agrees that while the Series 2017 Bond is pledged and/or the ADFA Bonds are insured, copies of all financial statements and operating data relating to the City, the Wastewater System and the Revenues shall be furnished to the trustee and/or any municipal insurer for the ADFA Bonds.

Section 19. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Series 2017 Bond and to effect the execution and delivery of the Bond

Purchase Agreement, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 20. Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the issuance and sale of the Series 2017 Bond.

Section 21. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 22. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 23. It is hereby found and determined that there is an urgent need to realize debt service savings by refinancing the Series 2015A Bond originally issued to refinance improvements, extensions and betterments to the Wastewater System, and in order to do so on the most favorable terms, it is necessary to enter to the Bond Purchase Agreement as soon as possible. Therefore, an emergency is hereby declared to exist, and this Ordinance, being necessary for the immediate preservation of the public health, safety and welfare, shall be in force and take effect immediately upon and after its passage.

ADOPTED AND APPROVED THIS ____ DAY OF _____, 2017.

APPROVED:

Mayor

ATTEST:

City Clerk

(S E A L)



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

AN ORDINANCE ACCEPTING FEDERAL FUNDING, APPROPRIATING GRANT REVENUE & APPROVING CONTRACTS FOR SERVICES FOR THE CONWAY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, AND FOR OTHER PURPOSES:

Whereas, the Department of Housing and Urban Development (“HUD”) has awarded grant funds to the Community Development Block Grant (“CDBG”) in the amount of \$395,110 for FY 2017 funding; and

Whereas, each nonprofit agency receiving funding must enter into an agreement with the Community Development Block Grant Program.

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 proceeds from HUD in the amount of \$395,110 for CDBG activities.

Section 2. The City of Conway shall appropriate \$395,110 to the following projects:

| | |
|-----------|---|
| \$256,800 | Pine Street Revitalization/Agape Church Sidewalk/Drainage |
| \$17,500 | Faulkner County Council on Aging Transportation |
| \$7,000 | Bethlehem House Transportation |
| \$10,000 | Boys and Girls Club Transportation |
| \$7,000 | Faulkner County Day School Transportation |
| \$15,000 | Independent Living Services Transportation |
| \$2,766 | Young Empowered Women (Y.E.S) |
| \$79,033 | Administration |

Section 3. The City of Conway shall approve entering into agreements with all the agencies listed above for the Program Year 2017.

Section 4. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 24th day of October, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



Memo:

To: Mayor and City Council Members

From: Kiera Oluokun, CDBG Director

Date: 10/19/2017

Re: 2017 CDBG Contracts and Ordinance for funds received

Attached is the sample contract for all outside CDBG public services. Only one contract is included in its entirety; however all contracts are the same except for the agency name and the amount received.

For program year 2017 (July 1st, 2017 – June 30th, 2018) the City of Conway was awarded \$395,110. The breakdown for the funding is as follows:

| | | |
|------------------|-----------|-----|
| Project: | \$256,800 | 65% |
| Administration: | \$79,033 | 20% |
| Public Services: | \$59,266 | 15% |

If you have any questions or concerns, please feel free to contact me. My email is kiera.oluokun@cityofconway.org and my cell phone number is 501.733.7071

**CITY OF CONWAY AND BETHLEHEM HOUSE
2017 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this **25th day of October 2017**, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City "), and Bethlehem House (hereinafter referred to as the "Subrecipient").

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix A, and incorporated herein by reference.

Provide funds that will assist in the gas costs and maintenance of the 2 Bethlehem House vans. Bethlehem House also assists in providing transportation to the Women's Shelter of Central Arkansas.

2. **Term of Contract:** The services of the Subrecipient are to commence on **October 25, 2017** and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Time is of the essence in the Agreement.

3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$10,000** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix A, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the City for that portion of its obligations, which has been paid by another source of revenue.

The Subrecipient shall notify the City in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. **Use of Funds:** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto, which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations of 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 4 CFR 570.609, and Executive Orders 11063, 11246, 113752 12086, and 12259.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the presentation or elimination of slums, or blight, or meet urgent community development needs, as defined in the program regulations.

Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is not a government agency, OBM Circular A-122, "Cost Principles for Non-Profit Organizations," or OBM Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A, B, C, F, H, N, and O to OBM Circular A-110, as specified at 24 CFR 570.502(b).

Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. **Program Income** Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the City for use in the Community Development Block Grant Program.

If Subrecipient executes an Assignment of Proceeds and Grant of Lien to the City, specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract as Appendix D.

6. **Assignment** Without written consent of the City, this Agreement is not assignable by the Subrecipient, either in whole or part.

7. **Alteration** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

8. **General Terms and Conditions**

- A. The Subrecipient agrees to submit program status reports to the City on at least an annual basis or more frequently if requested and other reports as may be required.

- B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City by June 30th of the year following the award.

- C. The Subrecipient agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this

Agreement, and shall document all transactions so that all expenditures may be properly audited.

- D. The Subrecipient agrees that the City or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project.
- E. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than four (4) years after the project terminates and grants the City the option of retention of the project records, books, papers and documents.
- F. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- G. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- H. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- I. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract of subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- J. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- K. The City shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the City from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- L. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operation, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (C\29 USC 794) (and the implementing regulations of 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.
- M. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this contract be an employee of the City for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of City employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the

services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

- N. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.
- O. The City of Conway's obligation is limited to Subrecipient receipt of Federal Funds from Housing and Urban Development and Community Development Block Grant funds.
- P. The City of Conway may charge fees/assessments to beneficiary who are not Low to Moderate Income individuals and families
- Q. City of Conway may assess property owners for City of Conway costs of project, which was constructed in part with CDBG funds-for portion paid with non-CDBG funds.
- R. The Subrecipient will deposit all CDBG funds in a separate bank account, maintain bank account, and maintain all receipts and documentation and these accounts are subject to outside audits.

9. **Special Terms and Conditions:**

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the City. All reports or accountings provided for herein shall be rendered whether or not they fall due within the contract period.
- B. Further, the City reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:
 - 1) Notification by HUD to the City that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - 2) Notification by HUD to the City that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - 3) Written notification from HUD to the City that the program funds made available to the City are being curtailed, withdraw, or otherwise restricted.
- C. The City also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:
 - 1) Fails to file required reports or to meet project progress or completion deadlines;
 - 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);
 - 3) Expense funds under this Agreement for ineligible activities, services or items;

- 4) Implements the project prior to notification from the City that the federal environmental review process has been completed;
- 5) Violates Labor Standards requirements; or
- 6) Fails to comply with written notice from the City of substandard performance under the terms of this Agreement.

10. Other Provisions:

A. Equal Employment Opportunity

The following provision (1) and (20) are applicable to all contracts and subcontract; provisions (3) through (7) are applicable to all non-exempt construction contracts and subcontracts, which exceed \$10,000:

During the performance of this contract, the Subrecipient agrees as follows:

- (1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status or any other basis prohibited by applicable law.
- (3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the City, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

- (6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- (7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to ensure into such litigation to protect the interests of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with City policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 507.602) issued pursuant to Section 109; no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds:

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, sexual orientation, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

- a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- b. Provide any facilities, services, financial aid, or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity.
- c. Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid, or other benefits under the program or activity.
- e. Treat in individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other

requirement or condition, which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

- f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by, persons residing in the same area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, sexual orientation, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the Subrecipient and all subcontractors engaged in contracts in excess of \$2,500 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the

Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts, Which Exceed \$100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provision for the elimination of lead-based paint hazards under 24 CFR Part 35. Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

Subrecipient will comply with the “City of Conway Community Development Block Grant Program Plan for Minimizing the Displacement of Persons As a Result of Community Development Block Grant Funded Activities” and the “City of Conway Community Development Block Grant Program Residential Antidisplacement and Relocation Assistance Plan.” Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104 (d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the City’s “Plan to Assist Persons Actually Displaced by Community Development Block Grant Activities,” and Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Lobbying Restrictions

Subrecipient certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not

correctly inserted, then upon the applicable of either party the contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

CITY OF CONWAY

Bart Castleberry
Mayor

Date

Michael Garrett
City Clerk

Date

Charles E. Clawson III
City Attorney

Date

BETHLEHEM HOUSE

Judi Lively
Executive Director

Date

Board President

Date

APPENDIX A

A. DESCRIPTION OF PROJECT

Provide funds that will assist in the gas costs and maintenance of the 2 Bethlehem House vans. Bethlehem House also assists in providing transportation to the Women's Shelter of Central Arkansas.

B. BUDGET

CDBG will provide \$10,000 toward these services which is approximately 19 percent of the agency's transportation estimate of \$53,040. All other costs associated with this service will be the responsibility of the Subrecipient.

C. PAYMENT PLAN

Grant funds will be made available on a reimbursement basis. In the event that the organization does not have sufficient funds for an eligible expense, the City of Conway may release such funds in order to pay the cost of the eligible expenditure. Receipts, invoices, and other documentation and certifications that expenditures are eligible under contract will accompany all expenditures or reimbursement requests. Without prior written agreement by City of Conway, all subrecipients' funds not expended by the end of the contract period will be reallocated by the City of Conway.

The City of Conway limits its obligations to receipt of federal funds. No general funds of the City of Conway shall be expended to facilitate the project described herein.

D. REPORTING

Subrecipients will submit quarterly progress reports indicating units of service and expenditures to the Director of Community Development. Quarterly reports are to be submitted on (or the next working day following) **January 25, April 25, July 25 and October 25.**

THEREFORE, in consideration of the Block Grant funds made available to Subrecipient and the public purposes for which the Community Development Block Grant program is intended, Subrecipient, for itself and its successors in interest and assigns, hereby agrees as follows:

1. In the event that Grantee ceases for any reason, voluntary or involuntary, to use the Premises for purposes eligible as of this date under paragraphs A and B above, Grantee or its successor in interest shall pay to the City, as Implementer of the Community Development Block Grant Program, the fair market value of the Premises as of the time of such cessation. The City shall have a lien for such sums. Said payment shall be made in the same manner as set out in paragraph (D) (7) above.
2. In the event Grantee's ownership of the Premises is terminated by a foreclosure sale, judicial foreclosure, or deed in lieu of foreclosure, the City's interest at fair market value shall be paid from foreclosure proceeds, to the extent available, to the City as Implementer of the Community Development Block Grant Program. While not required to do so, the City shall have the right to intervene in any such action and have such proceeds paid directly to it.
3. Either party may have this Assignment recorded in the Records of the Circuit Clerk such recording to constitute a lien on the Premises, for the percentage as set forth herein.
4. This Agreement shall be terminated upon payment in full of the debt, which is defined as the prorated share of the based on the proportion of original grant, fair market value of the Premises. This Agreement shall have no force or effect if terminated by operation of law or by foreclosure, as limited by paragraph 4 above.

By execution of this Assignment, Grantee on behalf of itself and its successors in interest accepts and agrees to be bound by the covenants contained herein.

Executed by Grantee this _____ day of _____, 2017.

ATTEST:

By: Judi Lively, Executive Director
Bethlehem House



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

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

Whereas, grant funds in the amount of \$24,846.18 were received from the U.S. Environmental Protection Agency in support of the Spencer Street Brownfield Cleanup Project and for other expenses;

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

SECTION 1: The City of Conway, Arkansas, shall accept and appropriate grant funds in the amount of \$24,359.63 from Federal Miscellaneous Grant Account (399-000-4200) to the Planning & Development Grant CIP-Land Improvements Account (399-105-5902) and \$486.55 from the Federal Miscellaneous Grant Account (399-000-4200) to the Planning & Development Travel Grant Account (399-105-5720). 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 24th day of October, 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 DONATION FUNDS FOR THE CONWAY TREE BOARD FOR ARBOR DAY, FOR TREES IN CELEBRATION, AND FOR OTHER PURPOSES;

Whereas, donations in the amount of \$5,715.00 have been received in support of the Arbor Day Celebration, for Trees in Celebration, 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 donation funds in the amount of \$5,715.00 and appropriate said funds from Donation Account (260-000-4705) to the Tree Board Expense Account (260-000-5430).

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

PASSED this 24th day of October, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



**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 +/- 10.83 ACRES LOCATED AT 3840 TYLER STREET, IMMEDIATELY WEST OF ST. JOHN'S SUBDIVISION 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:

A part of the SW1/4 NE1/4, Section 4, T-5-N, R-14-W, Faulkner County, Arkansas being more particularly described as follows:

Beginning at the SE corner of said SW1/4 NE1/4; thence along the south line of said SW1/4 NE1/4 N88°14'09"W a distance of 443.92'; thence leaving said south line N01°45'45"E a distance of 840.00' to a found 1/2" rebar being on the southerly boundary line of St. John's Subdivision; thence along said boundary line the following calls: S88°14'09"E a distance of 100.88'; thence N02°12'53"E a distant of 253.79'; thence N78°01'37"E a distance of 347.63' to a found 1/2" rebar; thence S01°35'56"W a distance of 1176.34' to the point of beginning, containing 10.83 acres more or less.

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 October, 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: October 17, 2017

Re: Request to rezone from A-1 to R-1 property located 3840 Tyler Street

Rush-Hal Development LLC has requested to rezone from A-1 (Agricultural) to R-1 (Single-Family Residential) property located at 3840 Tyler Street, immediately west of St. John's Subdivision with the legal description:

A part of the SW1/4 NE1/4, Section 24, T-5-N, R-14-W, Faulkner County, Arkansas being more particularly described as follows:

Beginning at the SW corner of said SW1/4 NE1/4; thence along the south line of said SW1/4 NE1/4 N90°00'00"W a distance 530.00'; thence leaving said south line of parallel to the east line of said SW1/4 NE1/4 N00°32'15"E a distance of 514.80'; thence N90°00'00"E a distance of 530.00' to the east line of said SW1/4 NE1/4; thence along said east line S00°32'15"W a distance of 514.80' to the point of beginning. Containing 6.26 acres more or less.

The Planning Commission reviewed this request at its regular meeting on October 16, 2017. The Planning Commission voted 7-0, that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



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 +/- 6.26 ACRES LOCATED AT 1300 FAVRE LANE, THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH GERMAN LANE AND FAVRE 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:

A part of the SW1/4 NE1/4, Section 24, T-5-N, R-14-W, Faulkner County, Arkansas being more particularly described as follows:

Beginning at the SW corner of said SW1/4 NE1/4; thence along the south line of said SW1/4 NE1/4 N90°00'00"W a distance 530.00'; thence leaving said south line of parallel to the east line of said SW1/4 NE1/4 N00°32'15"E a distance of 514.80'; thence N90°00'00"E a distance of 530.00' to the east line of said SW1/4 NE1/4; thence along said east line S00°32'15"W a distance of 514.80' to the point of beginning. Containing 6.26 acres more or less.

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 October, 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: October 17, 2017

Re: Request to rezone from A-1 to R-1 property located at 1300 Favre Lane

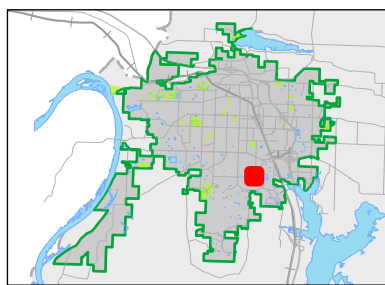
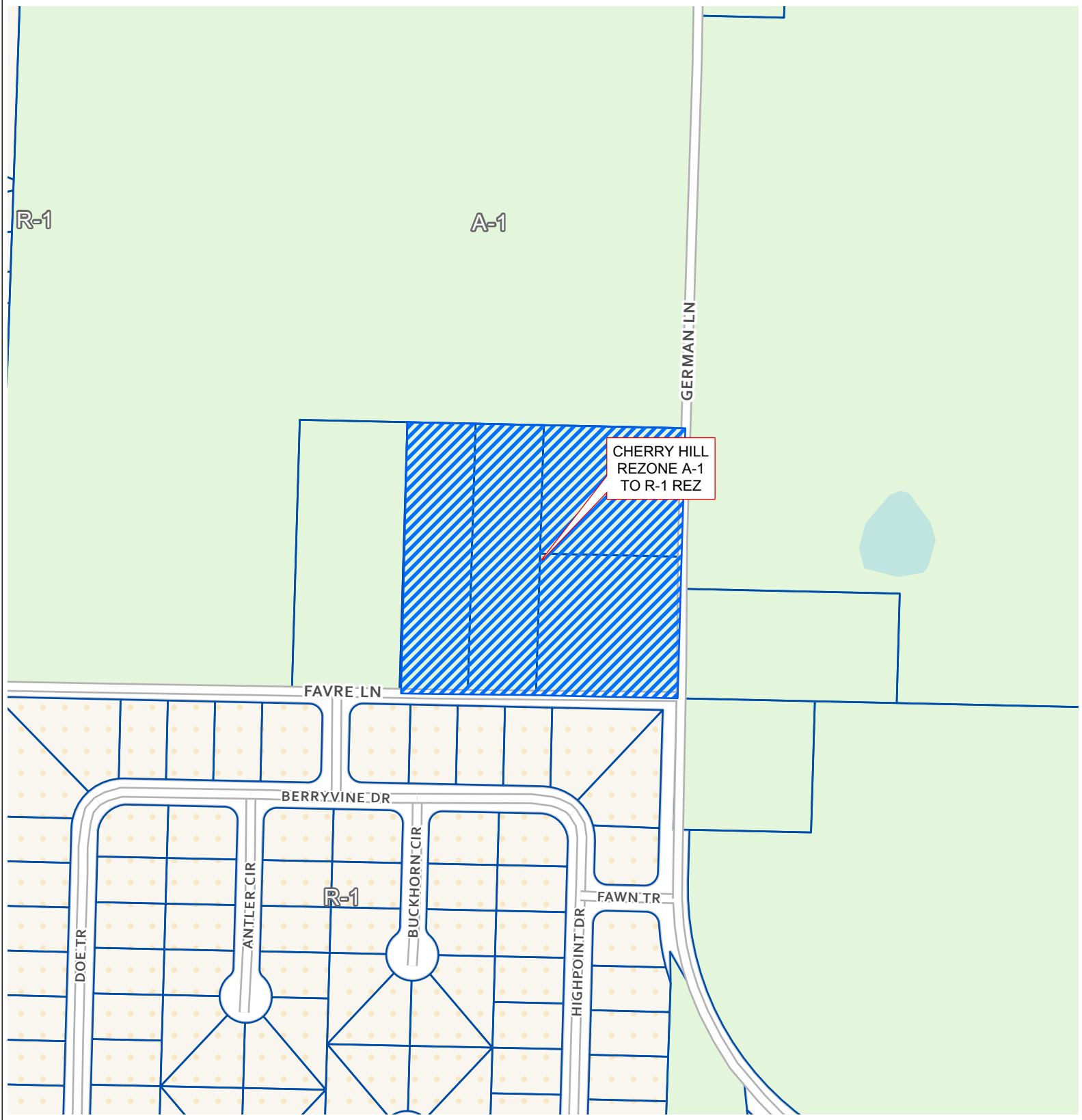
Rush Hal Development LLC has requested to rezone from A-1 (Agricultural) to R-1 (Single-Family Residential) property located at the 1300 Favre Lane, the northwest corner of the intersection of South German Lane and Favre Lane with the legal description:

A part of the SW1/4 NE1/4, Section 4, T-5-N, R-14-W, Faulkner County, Arkansas being more particularly described as follows:

Beginning at the SE corner of said SW1/4 NE1/4; thence along the south line of said SW1/4 NE1/4 N88°14'09"W a distance of 443.92'; thence leaving said south line N01°45'45"E a distance of 840.00' to a found 1/2" rebar being on the southerly boundary line of St. John's Subdivision; thence along said boundary line the following calls: S88°14'09"E a distance of 100.88'; thence N02°12'53"E a distance of 253.79'; thence N78°01'37"E a distance of 347.63' to a found 1/2" rebar; thence S01°35'56"W a distance of 1176.34' to the point of beginning, containing 10.83 acres more or less.

The Planning Commission reviewed this request at its regular meeting on October 16, 2017. The Planning Commission voted 7-0, 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

--

6.24 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 | PUD |
| C-3 | O-3 | | TJ |
| C-4 | | | |

**City of Conway
Planning & Development**

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www.cityofconway.org/pages/planning-development
www.cityofconway.org/page/1618

N

210

Feet

OCT 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 +/- 10.40 ACRES LOCATED AT 1555 SOUTH SALEM ROAD 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:

A PART OF THE SE1/4 NE1/4, SECTION 22, T-5-N, R-14-W, FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A FOUND PK NAIL FOR THE SE CORNER OF SAID SE1/4 NE1/4; THENCE ALONG THE SOUTH LINE OF SAID SE1/4 NE1/4 N88°05'18"W A DISTANCE OF 659.90' TO A SET 1/2" REBAR W/CAP (1363); THENCE LEAVING SAID SOUTH LINE N01°59'07"E A DISTANCE OF 687.58' TO A FOUND 3/4" PIPE; THENCE S88°01'02"E A DISTANCE OF 659.01' TO A POINT ON THE EAST LINE OF SAID SE1/4 NE1/4; THENCE ALONG SAID EAST LINE S01°54'41"W A DISTANCE OF 686.76' TO THE POINT OF BEGINNING, CONTAINING 10.40 ACRES MORE OR LESS.

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 October, 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: October 17, 2017

Re: Request to rezone from A-1 to R-1 property located at 1555 South Salem Road

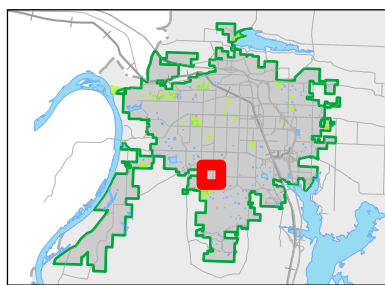
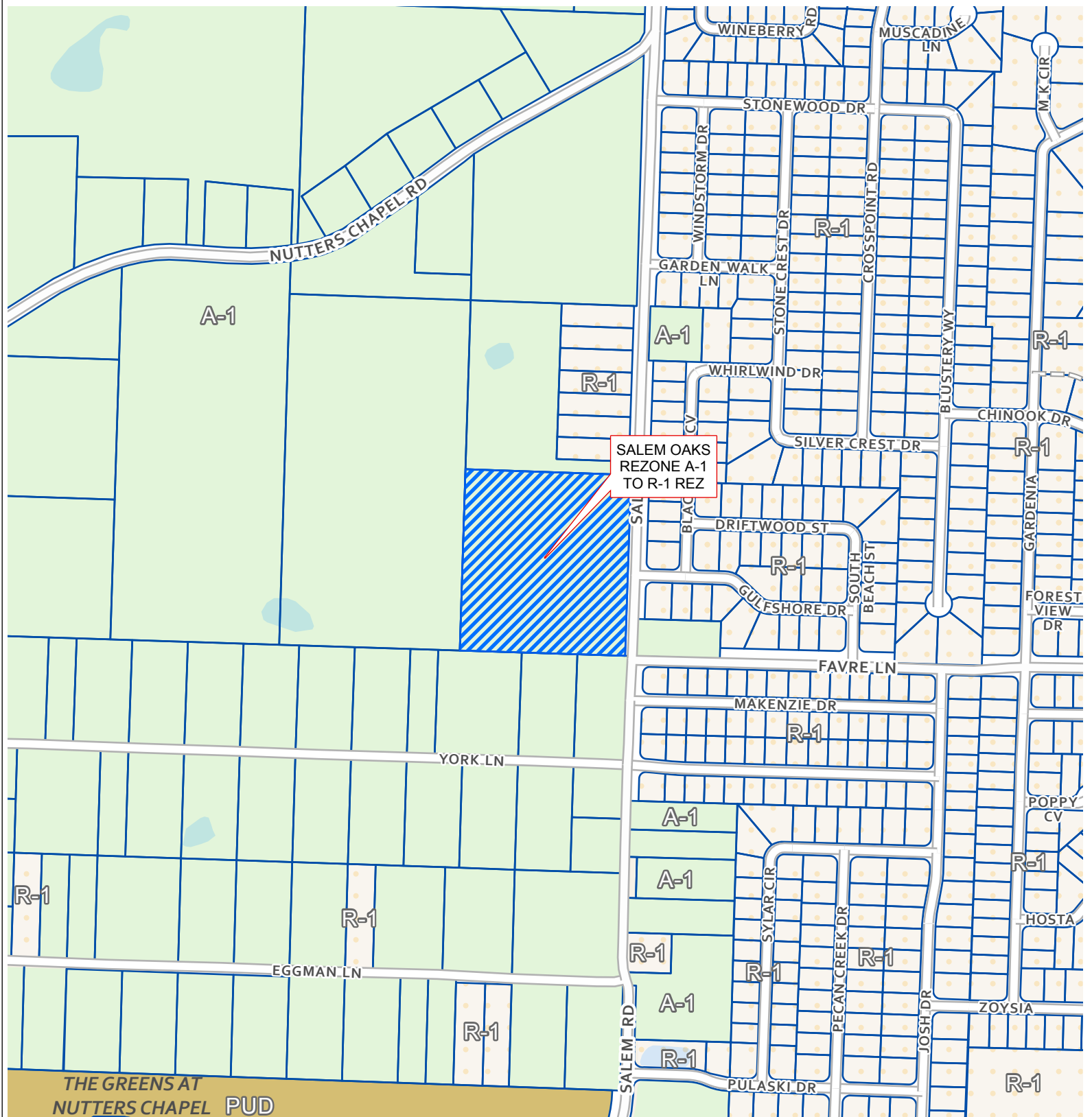
Watson & Watson Construction has requested to rezone from A-1 (Agricultural) to R-1 (Single-Family Residential) property located at 1555 South Salem Road with the legal description:

A Part Of The Se1/4 Ne1/4, Section 22, T-5-N, R-14-W, Faulkner County, Arkansas Being More Particularly Described As Follows:

Beginning At A Found Pk Nail For The Se Corner Of Said Se1/4 Ne1/4; Thence Along The South Line Of Said Se1/4 Ne1/4 N88°05'18"W A Distance Of 659.90' To A Set 1/2" Rebar W/Cap (1363); Thence Leaving Said South Line N01°59'07"E A Distance Of 687.58' To A Found 3/4" Pipe; Thence S88°01'02"E A Distance Of 659.01' To A Point On The East Line Of Said Se1/4 Ne1/4; Thence Along Said East Line S01°54'41"W A Distance Of 686.76' To The Point Of Beginning, Containing 10.40 Acres More Or Less.


The Planning Commission reviewed this request at its regular meeting on October 16, 2017. The Planning Commission voted 7-0, that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



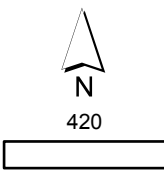
| DESCRIPTION | |
|----------------------------|----|
| PLANNING COMMISSION REVIEW | -- |
| 9.91 ac. | |

| 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



420
Feet
OCT 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 A +/- 2.0 ACRE PORTION OF PROPERTY LOCATED AT 185 LOWER RIDGE ROAD A-1 TO RU-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:

Part of the NE1/4 SW1/4, Section 33, T6N, R13W, Faulkner County, Arkansas, described as beginning at a point 1,026.9 feet West and South 0°10'W 342 feet to the northeast corner of said NE1/4 SW1/4; thence South 29°37'15" West 254.18 feet; thence South 0°11'West 19.5 feet to the centerline of Lower Ridge Road; thence Southwestwardly along said centerline, 160 feet more or less to the West line of said NE1/4 SW1/4; thence leaving said centerline Northwardly 248 feet more or less to 342 feet South of Northwest corner of said NE1/4 SW1/4; thence 293 feet more or less to the point of beginning, containing 2.0 acres more or less.

to those of **RU-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 October, 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: October 17, 2017

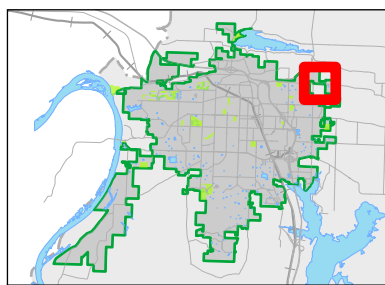
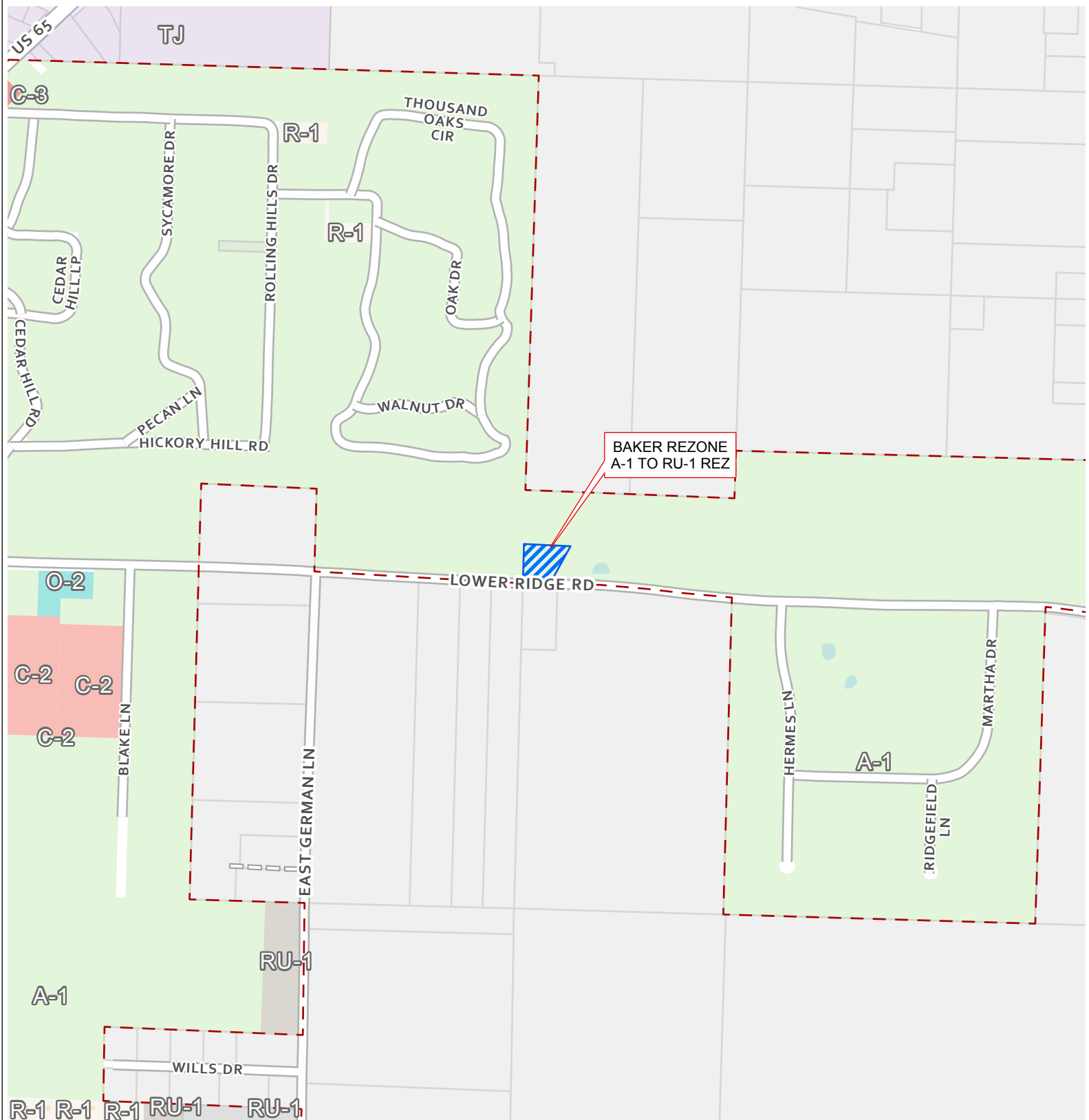
Re: Request to rezone from A-1 to RU-1 a portion of property located at 185 Lower Ridge Road

Gary Baker has requested to rezone from A-1 (Agricultural) to RU-1 (Restricted Use) a portion of property located at 185 Lower Ridge Road with the legal description:

Part of the NE1/4 SW1/4, Section 33, T6N, R13W, Faulkner County, Arkansas, described as beginning at a point 1,026.9 feet West and South 0°10'W 342 feet to the northeast corner of said NE1/4 SW1/4; thence South 29°37'15" West 254.18 feet; thence South 0°11'West 19.5 feet to the centerline of Lower Ridge Road; thence Southwestwardly along said centerline, 160 feet more or less to the West line of said NE1/4 SW1/4; thence leaving said centerline Northwardly 248 feet more or less to 342 feet South of Northwest corner of said NE1/4 SW1/4; thence 293 feet more or less to the point of beginning, containing 2.0 acres more or less.


The Planning Commission reviewed this request at its regular meeting on October 16, 2017. The Planning Commission voted 7-0, that this request be forwarded to the City Council with a recommendation for approval. ***If approved, the portion of property being rezoned will be identified as 183 Lower Ridge Road.***

Please advise if you have any questions.



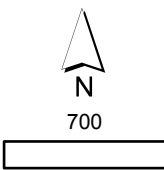
| DESCRIPTION | |
|----------------------------|----|
| PLANNING COMMISSION REVIEW | -- |
| 1.31 ac. | |

| 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/igs



700
Feet
OCT 2017



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: October 17, 2017

Re: Request for a Conditional Use Permit to allow a Transmission Tower in a C-3 zoning district for property located at 1499 Robins Street, within Conway Station Park

Smith Communications has requested a Conditional Use Permit to allow a Transmission Tower in an C-3 (Highway Shopping District) zoning district for property located at 1499 Robins Street, within Conway Station Park, with the legal description:

A part of the northeast quarter (NE1/4) of the northwest quarter (NW1/4) of Section 11, Township 5 Part of the NW1/4 of the NE1/4 of Section 13, T-5-N, R-14-W, Faulkner County, Arkansas being more particularly described as follows:

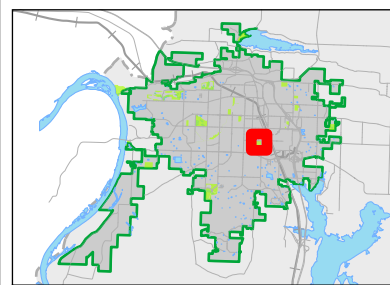
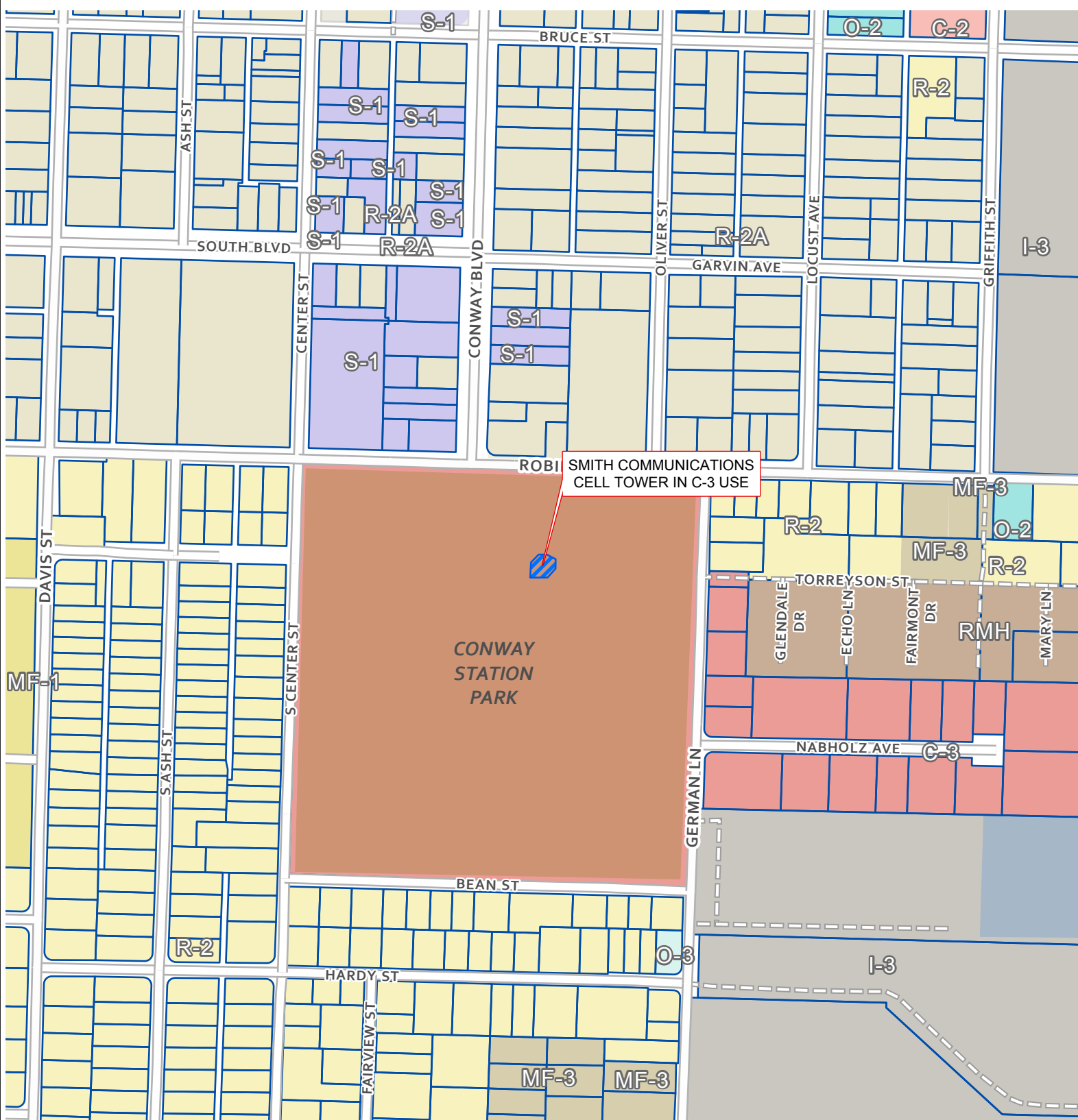
Commencing at the NE corner of the NW1/4 of the NE1/4; thence along the East line of said Forty. South DI degrees 30'46"W, 280.10 feet; thence leaving said East line, West 482.47 feet to the point of beginning; thence S53°46'16"E, 20.20 feet; thence South 00°11'23" West, 39.84 feet; thence South 40°26'31" West, 23.52 feet; thence South 89°53'03"West, 59.86 feet; thence North 00°00'28"West, 47.83 feet; thence North 40°47'33"East, 29.03 feet; thence North 89°59'20"East, 40.00 feet to the point of beginning, containing 0.11 of an acre and subject to any easements of record.

The City of Conway will lease the above described portion (site of existing water tower) of Conway Station Park to Smith Communications for the requested use.

The Planning Commission reviewed this request at its regular meeting on October 16, 2017. The Planning Commission voted 7-0 that this request be forwarded to the City Council with a recommendation for approval with the following conditions:

Conditions attached to the new Conditional Use Permit:

1. All prescribed conditions per the Conway Zoning Ordinance shall be met along with the 4 specific conditions below.
2. An 8 foot tall brick and wooden privacy fence shall surround the enclosure. Any security fencing shall be behind this wall out of sight. Brick should be of similar color as the Boys and Girls Club
3. 2" caliper d.b.h. Evergreen trees shall be planted around the perimeter of the privacy fence on the west, north, and east as shown on submitted plans.
4. 170 ft. tower height shall be allowed.
5. A graphic "wrap" shall be provided and maintained by the applicant. The specific design and text shall be coordinated through the Mayor's Office. (see included proposed artwork)



| DESCRIPTION | |
|----------------------------|----|
| PLANNING COMMISSION REVIEW | -- |
| 0.11 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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www.cityofconway.org/pages/planning-development
www.cityofconway.org/pages/gis

N

350

Feet

OCT 2017



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: October 17, 2017

Re: Request for a Conditional Use Permit to allow O-3 (Residential/Restricted Office) in an R-2A zoning district for property located at 823 Donaghey Avenue

Chris Throneberry has requested a Conditional Use Permit to allow O-3 (Residential/Restricted Office) in an R-2A (Large Lot Duplex) zoning district for property located at 823 Donaghey Avenue with the legal description:

Part of the SE quarter, NE quarter, NE quarter, Lot 1 T.H. Moss Subdivision. Beginning at the SE corner of said Lot 1; thence, approximately 234 feet north along the Donaghey Avenue right of way to the point of beginning; thence west 190 feet; thence north 75 feet; thence east 190 feet; thence south 75 feet to the point of beginning. Containing .33 acres more or less.

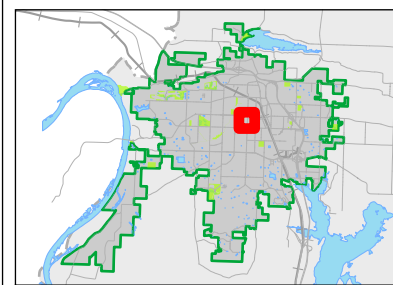
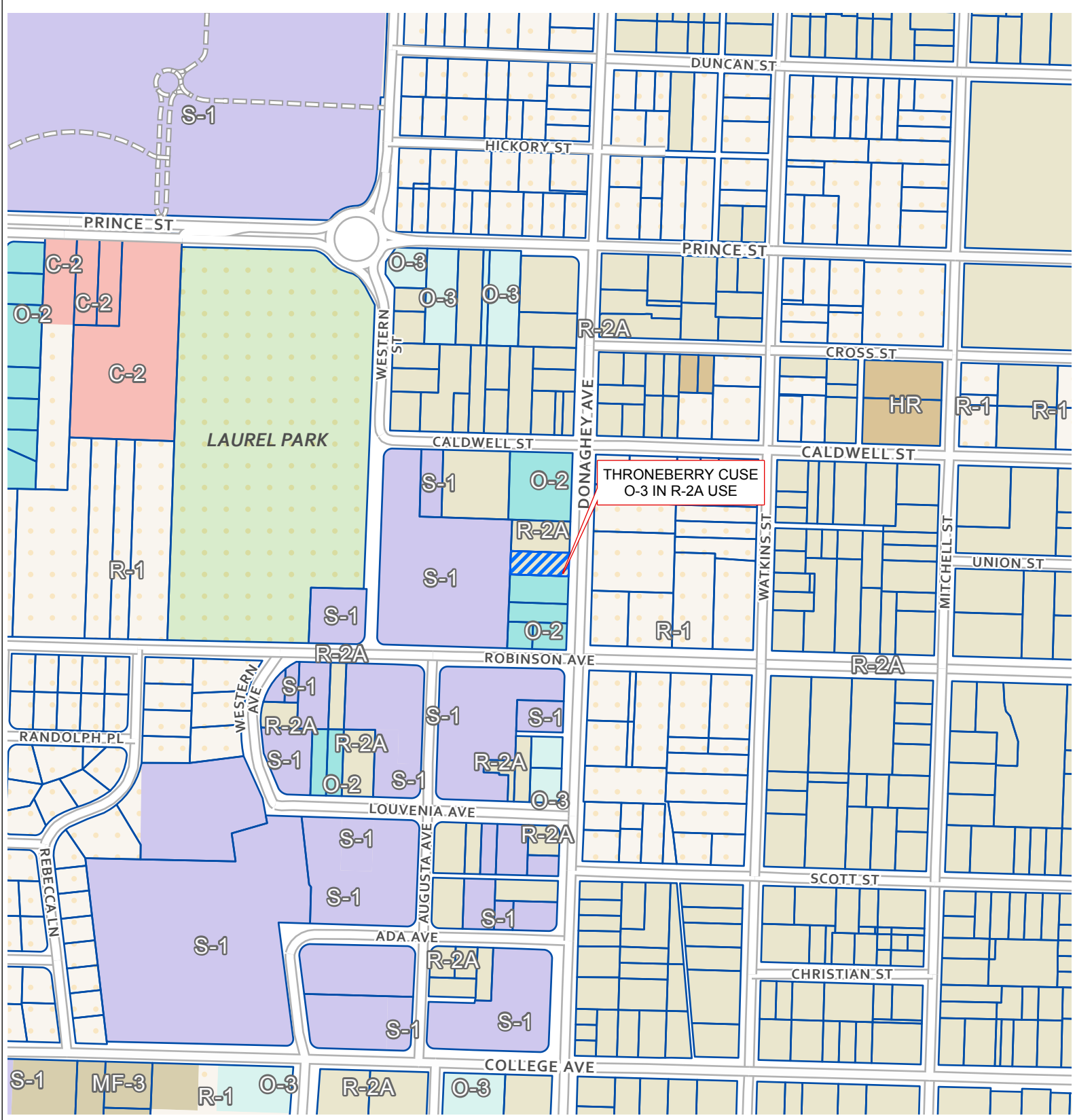
The Planning Commission reviewed this request at its regular meeting on October 16, 2017. The Planning Commission voted 7-0 that this request be forwarded to the City Council with a recommendation for approval with the following conditions:

Conditions (7) attached to the Conditional Use Permit:

1. **Hours of Operation.** The allowed hours of public operation will be Monday through Friday from 8:00 am to 8:00 pm, but primarily normal business hours.
2. **Signage.** Wall signage shall be limited to a non-illuminated faceplate attached to the structure no greater than 2 sq/ft in area. Freestanding signage shall be a non-illuminated monument or two pole sign no greater than 4 feet in height and 4 feet wide. A non-illuminated post and arm sign as defined by Conway sign regulations may be substituted for a monument or two pole sign. No banners shall be permitted. Any increase in freestanding sign above 16 sq/ft requires Old Conway Design Review Approval.
3. **Architectural Compatibility.** Any exterior remodeling or new construction must be compatible with the surrounding architecture. Within the Old Conway Design Overlay District, the Historic District Commission shall review and decide compatibility. This review shall include exterior appearance, materials, setbacks, height, lot coverage, etc. The setbacks, height, and lot coverage restrictions will be no greater than allowed by the lot regulations per zone, overlay, or historic district.
4. Lighting, parking, screening/buffering shall minimally match Conway Development Review Standards. Additional parking and/or screening/buffering requirements may be recommended by the Planning Commission and required by the City Council including, but not limited to, parking location and design, fencing or landscaping as required to provide an adequate buffer for neighboring properties.
5. **Sidewalks.** Construction and or repair of existing sidewalks, if necessary, is required as per Conway Development Review Standards. **There is an existing sidewalk along the property's Donaghey frontage.**
6. **Parking.** No additional front yard parking allowed.

7. **Trees.** Existing trees must remain unless diseased or damaged. The Planning Director shall make any decision on future necessary tree removal.

Please advise if you have any questions.



| DESCRIPTION | |
|----------------------------|----|
| PLANNING COMMISSION REVIEW | -- |
| 0.32 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**
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/page/618

N
 350

 Feet
OCT 2017

MEMO



To: Mayor Bart Castleberry and City of Conway Council
CC: Joe Hopper Nathan Davis Felicia Rogers Jack Bell
From: Jamie Brice
Date: September 27th, 2017
Re: Sanitation Forklift Bid # 2017-23

Bids were received at 10:00 a.m. on Wednesday September 27th, 2017 at Conway City Hall to acquire an Electric Forklift to be used in the Recycling Facility at the City of Conway Sanitation Department.

A total of four bids were received, as shown on the attached Bid Tabulation Sheet. I would like to recommend Council accept the lowest bid from Gammon Equipment Co. Inc. for \$54,317.36. The 2017 Sanitation Enterprise Fund budget includes funding in the Machinery and Equipment Expenditure Account to purchase a Forklift.

Sincerely,

Jamie Brice
 Purchasing Manager
 City of Conway

Department Head Acknowledgement

Name: Joe Hopper

Signature: 

Date: 10/04/2017



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 - 4
Opened by: Jamie Brice

Bid Number: 2017-23_Conway Sanitation Forklift
Bid Opening Date: Wednesday, September 27, 2017 / Downstairs Conference Room @ 10:00 a.m.

| Bidder's Name | Bid Bond | Total Bid Amount |
|--------------------------------|----------|------------------|
| Gammon Equipment Co. Inc. | | \$54,317.36 |
| Technology International, Inc. | | \$54,450.00 |
| Hugg & Hall | | \$59,073.00 |
| Lift Truck Service Center | | \$69,581.00 |
| | | |
| | | |

UNOFFICIAL BID TABULATIONS

For additional information regarding this bid; Contact Information: Jamie Brice, Purchasing Manager
jamie.brice@cityofconway.org / 501-358-6810



To: Bart Castleberry, Mayor
 From: Joseph Hopper, Director
 Date: October 17, 2017
 Re: Request to Remove and Dispose of Assets from Inventory

The Department of Sanitation has the following assets that are no longer being used:

| <u>Asset #</u> | <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Description</u> | <u>VIN/Serial Number</u> |
|----------------|-------------|-------------|--------------|--------------------|--------------------------|
| 2516 | 1978 | Ford | D8000 | Water Truck | D80DVBA8491 |
| 0092 | 2003 | Chevrolet | 1500 | 2WD Pickup | 1GCEC14X33Z288722 |
| 0096 | 2007 | Chevrolet | 1500 | 2WD Pickup | 3GCEC14X87G252837 |

| <u>Quantity</u> | <u>Description</u> | <u>Serial #</u> | <u>Asset #</u> |
|-----------------|---|-----------------|----------------|
| 4 | 2 cubic yard rear load stationary containers | N/A | N/A |
| 6 | 3 cubic yard rear load stationary containers | N/A | N/A |
| 2 | 6 cubic yard rear load stationary containers | N/A | N/A |
| 1 | 3 cubic yard rear load stationary containers | N/A | N/A |
| 2 | 6 cubic yard rear load stationary containers | N/A | N/A |
| 2 | 8 cubic yard front load stationary containers | N/A | N/A |
| 1 | 40 cubic yard roll off container | 40-407 | N/A |
| 1 | 40 cubic yard roll off container | 40-410 | N/A |
| 1 | 40 cubic yard roll off container | 40-411 | N/A |
| 1 | 40 cubic yard roll off container | 40-587 | N/A |
| 1 | 40 cubic yard roll off container | 40-594 | 2397 |
| 1 | 40 cubic yard roll off container | 40-596 | 2406 |

We formally request the removal of these items from the Department's asset inventory for disposal. If approved, these items will be auctioned via an online auction, such as GovDeals.com or PublicSurplus.com, and/or sold as scrap metal.

Please let me know if you have any questions or concerns regarding this request.

MEMORANDUM

TO: City Council Members/Mayor Bart Castleberry
FROM: Chief Jody Spradlin
DATE: October 17, 2017
SUBJECT: Acceptance of Bids

Bids were opened October 4, 2017 for 20 temporary holding dog kennels for the Conway Animal Welfare Unit. The following bids were received:

| | |
|---|-------------|
| - Mason Company: | \$20,298.56 |
| - Suburban Surgical Co., Inc. | \$37,730.30 |
| - Alternative Design Manufacturing & Supply | \$92,383.00 |

I respectfully request that the City of Conway accept this bid from Mason Company.

Thank you for your consideration.



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

Date: October 16, 2017

To: Mayor Bart Castleberry

Cc: David Grimes Theo Jones Wesley Pruitt
Andy Hawkins Mark Ledbetter Mary Smith
Shelia Isby Shelly Mehl

From: Lisa Mabry-Williams

Subject: BlueCross BlueShield Dental Insurance

BlueCross BlueShield has provided dental benefits to the City of Conway since 2006. The dual option dental benefit plans we currently offer continues to be well received by employees. BlueCross BlueShield has submitted a proposal to renew our current dental benefits for 2018 with a zero (0) rate increase.

We respectfully request that you approve the renewal of our contract with BlueCross BlueShield to continue to provide dental benefits to City of Conway employees for the 2018 plan year.



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

Date: October 16, 2017

To: Mayor Bart Castleberry

Cc: David Grimes Theo Jones Wesley Pruitt
Andy Hawkins Mark Ledbetter Mary Smith
Shelia Isby Shelly Mehl

From: Lisa Mabry-Williams

Subject: USABLE Life Insurance

In 2014 we received and accepted a two year rate guarantee on the USABLE Life quote of \$1.80 per employee per month for \$10,000 Life and AD&D for 2015 and 2016. USABLE claims are processed promptly and without issue.

In 2016 we received and accepted a USABLE Life zero increase renewal, with a two year rate guarantee of \$1.80 per employee per month for 10,000 Life and AD&D for the 2017 and 2018 plan years.

We respectfully request that you approve the renewal of our contract with USABLE to continue to provide Life and AD&D benefits to City of Conway employees for the 2018 plan year with a zero increase renewal.



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

Date: October 16, 2017

To: Mayor Bart Castleberry

Cc: David Grimes Theo Jones Wesley Pruitt
 Andy Hawkins Mark Ledbetter Mary Smith
 Shelia Isby Shelly Mehl

From: Lisa Mabry-Williams

Subject: Voluntary Supplemental Employee Benefit Plans

Benefit Partners/FlexCo Inc.

The current voluntary supplemental benefit providers for the City of Conway have informed us that there will be no increase in premiums for the benefits provided by Unum Life, American Heritage, United Teachers Associates/Loyal American, Legal Shield and Fidelity – Key Gap for the 2018 Plan Year. These voluntary benefits include life, accident, cancer, first diagnosis cancer, heart, short term disability, Legal Shield/ID Theft and Key Gap plans. The Vision Service Plan (VSP) premiums will increase by 5.3%. VSP has also presented us with a four (4) year rate guarantee for the new VSP rates.

FlexCo will continue to administer the Section 125 Cafeteria Plan free of charge. All of the voluntary supplemental benefits are 100% paid for by the employee through payroll deductions.

The vision benefit we currently offer, along with the other voluntary benefits have been well received by employees. Benefit Partners/FlexCo Inc. continues to do an excellent job of servicing the accounts including the Section 125 Cafeteria Plan. For these voluntary benefits, the broker deals directly with the employees for initial enrollment, claims issues, etc.

We respectfully request that you approve the renewal of our contract with Benefit Partners/FlexCo Inc. to continue to provide voluntary supplemental benefits to City of Conway employees for the 2018 plan year.



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

Date: October 17, 2017

To: Mayor Bart Castleberry

Cc: David Grimes Theo Jones Wesley Pruitt
 Andy Hawkins Mark Ledbetter Mary Smith
 Shelia Isby Shelly Mehl

From: Lisa Mabry-Williams

Subject: Fitness Facility Membership

The following notice was published in the Arkansas Democrat Gazette, the Log Cabin Democrat and posted on the City of Conway website on Sunday, October 1, 2017:

Request for Qualifications

The City of Conway is seeking qualifications and performance data for 2018 fitness facility memberships for all full and part time City of Conway employees and retirees. Specifications are available by request via email Jamie.brice@cityofconway.org or phone 501-358-6810. Statements must be received in the Purchasing Office no later than 10:00 a.m. on October 16, 2017 to be considered.

The City of Conway received three proposals:

365 Fitness - \$15,768.75 (current vendor – has provided membership to city employees since 2006; current owner provided membership free of charge from 2010 through 2013; provided annual membership for \$16,237.50 in 2014 and provided annual membership for \$15,768.75 in 2015, 2016 and 2017).

Sync Fitness - \$12,000.00

10 Fitness - \$33,000.00



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

Date: October 17, 2017
To: Mayor Bart Castleberry
Cc: David Grimes Theo Jones Wesley Pruitt
 Andy Hawkins Mark Ledbetter Mary Smith
 Shelia Isby Shelly Mehl
From: Lisa Mabry-Williams
Subject: AML MHBF 2018 Medical Benefits

The following notice was published in the Arkansas Democrat Gazette, the Log Cabin Democrat and posted on the City of Conway website on Sunday, October 1, 2017:

"Notice"

The City of Conway is accepting sealed proposals for group Health Benefits for the 2018 plan year. Proposal information may be obtained at www.cityofconway.org on Monday, October 2nd. Specifications may be obtained by contacting the Purchasing Office via email at Jamie.brice@cityofconway.org, 1201 Oak Street, Conway, AR 72032 or by calling 501-358-6810. Proposals must be received in the Purchasing Office no later than 10:00 a.m. on October 16th, 2017 to be considered.

The Arkansas Municipal League has presented us with the only proposal. The Arkansas Municipal League Health Benefit Fund has submitted a proposal to renew our current medical benefits for 2018 with a zero (0) rate increase.

We respectfully request that you approve the renewal of our contract with the Arkansas Municipal League Health Benefit Fund to continue to provide medical benefits to City of Conway employees for the 2018 plan year.