



# City of Conway Council Agenda

**Council Meeting Date:** October 27<sup>th</sup>, 2015

**5:30pm – Committee Meeting:** Meadowlake Drive Improvements

**6:30pm - Council Meeting**

**Call to Order:** Mayor Tab Townsell

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

**Minutes Approval:** October 13<sup>th</sup>, 2015

**Employee Service Awards**

**Approval of the Monthly Financial Report Ending September 30<sup>th</sup>, 2015**

**Mayor Tab Townsell**

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 Whitmore

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## 1. Report of Standing Committees:

### A. Public Hearing:

1. Public Hearing/Ordinance to discuss the closing of certain right of ways and easements located in approximately 15.46 acres of property located at the former site of the Lewis Livestock auction.
2. Public Hearing/Ordinance to discuss the unbuilt right of way along Bob Courtway Drive.
3. Public Hearing/Ordinance authorizing the issuance and sale of electric franchise fee revenue refunding bonds (Hewlett-Packard Company Project), Series 2015.
4. Public Hearing/Ordinance authorizing the issuance and sale of Franchise Fee Revenue Improvement Bonds, Series 2015 for the financing the acquisition and installation of a communications system.

### B. Economic Development Committee (Airport, Conway Corporation, Conway Development, Chamber of Commerce)

1. Ordinance authorizing the issuance and sale of Electric Revenue Improvement Bonds, Series 2015.

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

1. Consideration to approve the 2015 Community Development Block Grant Contracts for projects and public services.
2. Ordinance to accept federal funding and appropriate grant revenue funds to the Community Development Block Grant Program.
3. Consideration to approve traffic calming measures (speed humps) for certain areas in the City of Conway.

4. Consideration to approve the removal of inventory from the asset inventory records for the Street & Engineering Department.
  5. Consideration to approve the bid for a Cab and Chassis at the Street & Engineering Department.
  6. Consideration to approve the bid for Highway 365 – Sturgis Road (Base & Surfacing) for the Street & Engineering Department.
  7. Ordinance accepting the annexation of certain lands comprised of 16.96 acres located South of Bronnie Lane, East of Hwy 365 and West of I-40.
  8. Ordinance amending the Old Conway Design Overlay Guidelines regarding sidewalks and allowed building materials.
  9. Consideration to approve a conditional use permit amendment to request extended restaurant hours of operation for property located at 3725 College Avenue.
- D. Public Safety Committee (Police, Fire, District Court, CEOC, Information Technology, City Attorney, & Animal Welfare)**
1. Ordinance accepting and appropriating grant funds for the Conway Police Department.
  2. Ordinance appropriating reimbursement funds from various entities for the Conway Police Department.

**Adjournment**



*City of Conway*  
*Human Resources Department*  
*City Hall*  
*1201 Oak Street*  
*Conway, Arkansas 72032*  
[www.cityofconway.org](http://www.cityofconway.org)

**Date:** October 20, 2015

**To:** A. J. Gary                      Steve Ibbotson  
Tony Harrington                Mike Winter

**Cc:** Brandy Arnold                Amy Springer  
Michelle Collins                Rhonda Sutton

**From:** Lisa Mabry-Williams

**Subject:** Years of Service Recognition – Presentation of Pins

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The City will present service pins in recognition of employees with 5, 10, 15, 20, 25 and 30 years of service at the 2<sup>nd</sup> City Council Meeting of each month. Mayor Townsell will present the pins to the employees. During the Council meeting on Tuesday, October 27<sup>th</sup> at 6:30 p.m. the following employees are eligible to receive a pin:

<b>Years of Service</b>	<b>Name</b>	<b>Date of Hire</b>	<b>Department</b>
<b>5</b>	Firefighter Charlie Bates	10/12/2010	Fire
	Dustin Kelley, Grounds Supervisor	10/11/2010	Parks & Recreation
	Tyler Whitmire, Records Clerk	10/28/2010	Police
<b>10</b>	Joseph Stoute, Grounds Supervisor	10/30/2005	Parks & Recreation
	Shannon Fason, Maintenance Specialist I	10/03/2005	Physical Plant
<b>20</b>	Glenn Berry, Assistant Physical Plant Director	10/10/1995	Physical Plant

We would like to extend an invitation to the above listed employees to attend the City Council meeting at 6:30 p.m. on Tuesday, October 27<sup>th</sup>, 2015. The service pin presentation will be the first item on the Council agenda. Please let me know if you and your respective employees plan to attend the meeting to receive their pins from the Mayor. Thank you for your assistance.



City of Conway, Arkansas  
Monthly Financial Reports  
September 30, 2015

City of Conway  
 Monthly Financial Report - General Fund  
 For the month ended September 30, 2015



<b>Revenues</b>	<b>Budget</b>	<b>Month Activity</b>	<b>Year to Date</b>	<b>Encumbered</b>	<b>(Over)/Under Budget</b>	<b>% Expend/Collect</b>
Ad Valorem Tax	2,835,000	109,802	1,469,471		1,365,529	52%
Payments in Lieu of Tax	25,000	195,666	197,089		(172,089)	788%
State Tax Turnback	2,103,250	335,653	1,570,636		532,614	75%
Sales Tax	17,500,000	1,524,593	13,599,802		3,900,198	78%
Beverage Tax	420,000	-	319,384		100,616	76%
Franchise Fees	3,597,000	303,916	2,633,873		1,172,203	73%
Permits	404,800	47,227	304,574		100,226	75%
ACIEA Revenues	5,000	5,299	7,077		(2,077)	142%
Dog Tags & Fees	25,000	4,240	22,026		2,974	88%
Municipal Court Fines and Fees	1,015,000	79,990	879,272		135,728	81%
Law Enforcement	770,792	108,320	649,810		120,982	84%
Federal Grant Revenues	30,000	-	5,028		24,972	17%
State Grant Revenues	-	-	418,429		(418,429)	-
Parks	537,500	47,093	472,748		64,752	88%
Interest Income	19,500	1,639	13,207		6,293	68%
Insurance Proceeds	38,551	2,824	45,200		(6,649)	117%
Donations	9,304	1,497	19,230		(9,926)	207%
Act 833 Revenue	80,000	-	1,627		78,373	2%
Miscellaneous Revenues	146,795	19,288	101,102		45,693	69%
Transfers from Other Funds	423,000	35,250	317,250		105,750	75%
Loan Proceeds	750,000	-	750,000		-	100%
<b>Total Revenues</b>	<b>30,735,492</b>	<b>2,822,298</b>	<b>23,796,834</b>	<b>-</b>	<b>7,147,214</b>	<b>77%</b>
<b>Expenditures</b>						
Admin (Mayor, HR)	612,474	38,940	423,971	3,711	184,792	69%
Finance	547,261	25,003	399,656	56	147,549	73%
City Clerk/Treasurer	179,197	10,467	113,006	107	66,084	63%
City Council	81,913	7,190	58,909	-	23,004	72%
Planning	395,910	25,272	279,476	416	116,019	71%
Physical Plant	551,074	33,053	340,179	1,293	209,602	62%
Fleet Maintenance	134,546	15,695	111,875	475	22,196	83%
Information Technology	1,159,024	60,052	832,482	65,623	260,920	72%
Airport	750,000	72,721	1,258,144	785	(508,929)	168%
Permits and Inspections	477,175	34,037	346,999	829	129,347	73%
Nondepartmental	656,370	15,491	510,679	2,309	143,382	78%
Police	10,114,761	757,800	7,561,895	42,422	2,510,445	75%
CEOC	1,001,242	67,127	649,702	4,081	347,459	65%
Animal Welfare	430,234	28,898	285,602	1,267	143,364	66%
Municipal District Court	864,232	62,792	596,789	3,041	264,402	69%
City Attorney	362,450	27,024	260,305	375	101,770	72%
Fire	9,483,866	674,132	6,966,467	75,452	2,441,947	73%
Parks	2,881,179	199,389	1,921,414	38,223	921,542	67%
	30,682,909	2,155,083	22,917,548	240,467	7,524,894	75%
Transfer to Reserve	500,000	-	-	-	500,000	0%
<b>Total Expenditures</b>	<b>31,182,909</b>	<b>2,155,083</b>	<b>22,917,548</b>	<b>240,467</b>	<b>8,024,894</b>	<b>73%</b>
<b>Net Revenue/(Expense)</b>	<b>(447,417)</b>		<b>879,286</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
General Fund  
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-30	3/10/15	Purchase additional computer server storage	199,543
O-15-34	3/24/15	Retiring Planner and training of new Planner	22,429
O-15-65	5/26/15	Civil Service police officer testing	5,500
O-15-74	6/23/15	Supplement insurance proceeds to replace outdoor warning siren	2,500
O-15-84	7/28/15	Civil Service firefighter testing	4,100
O-15-92	8/25/15	Three additional positions in the IT department	43,733
O-15-103	9/22/15	Civil Service testing	3,950
O-15-104	9/22/15	Outside legal representation	10,000
O-15-105	9/22/15	Reclassify Admin Asst I to Deputy City Attorney	3,866
			<u>\$ 295,621</u>

City of Conway  
 Balance Sheet - General Fund  
 For the month ended September 30, 2015



Cash - Operating	4,580,592
Cash - Reserve	1,511,965
Petty Cash	715
Taxes Receivable	3,309,004
Accounts Receivable	2,856,696
Due from Other Funds	119,472
Due from Street	9,549
Due from Component Unit	209,076
Fleet Inventory	15,539
Fuel Inventory	13,992
General Inventory	3,296
<b><i>Assets</i></b>	<b><u>12,629,896</u></b>
Accounts Payable	140,265
Salaries Payable	139,342
Insurance and Benefits Payable	148,838
Event Deposits	800
Due to Other Funds	46,547
Deferred Revenue	3,006,736
<b><i>Liabilities</i></b>	<b><u>3,482,528</u></b>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	1,500,000
Fund Balance - Unassigned	5,647,368
<b><i>Fund Balance</i></b>	<b><u>9,147,368</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>12,629,896</u></b>

\*All figures are unaudited

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City of Conway  
 Monthly Financial Report - Street Fund  
 For the month ended September 30, 2015



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
<b>Revenues</b>						
Ad Valorem Tax	1,464,520	40,954	554,315		910,205	38%
Payments in Lieu of Tax	15,000	-	-		15,000	0%
State Tax Turnback	3,474,911	320,021	2,719,264		755,647	78%
Severance Tax	360,000	15,502	212,762		147,238	59%
Sales Tax	245,000	21,362	189,281		55,719	77%
Sign Permits	500	-	780		(280)	156%
Engineering Fees	10,000	100	4,075		5,925	41%
Insurance Proceeds	46,029	-	48,762		(2,733)	106%
Interest Income	18,000	2,579	21,075		(3,075)	117%
Miscellaneous Revenues	-	-	10,780		(10,780)	-
<b>Total Revenues</b>	<b>5,633,960</b>	<b>400,518</b>	<b>3,761,094</b>	<b>-</b>	<b>1,872,866</b>	<b>67%</b>
<b>Expenditures</b>						
Personnel Costs	2,336,158	165,806	1,456,514	-	879,644	62%
Other Operating Costs	<u>2,162,451</u>	<u>331,234</u>	<u>1,390,221</u>	<u>140,859</u>	<u>631,371</u>	<u>64%</u>
Total Operating Costs	4,498,609	497,040	2,846,735	140,859	1,511,015	63%
Capital Outlay	<u>1,309,000</u>	<u>2,247</u>	<u>16,317</u>	<u>-</u>	<u>1,292,683</u>	<u>1%</u>
<b>Total Expenditures</b>	<b>5,807,609</b>	<b>499,287</b>	<b>2,863,052</b>	<b>140,859</b>	<b>2,803,698</b>	<b>49%</b>
<b>Net Revenue/(Expense)</b>	<b>(173,649)</b>		<b>898,042</b>			

\*All figures are unaudited

Notes:

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



City of Conway  
Street Fund  
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-02	1/13/15	Increase pay for CDL drivers	11,620
O-15-06	1/27/15	Transportation funding for agencies	164,000
			<u>\$ 175,620</u>

City of Conway  
 Balance Sheet - Street Fund  
 For the month ended September 30, 2015



Cash - Operating	4,011,237
Taxes Receivable	365,786
Accounts Receivable	1,294,271
Due from Other Funds	31,447
<b><i>Assets</i></b>	<b><u>5,702,771</u></b>
Accounts Payable	8,162
Sidewalk Bonds	-
Due to Other Funds	150
Due to General	9,400
Deferred Revenue	1,294,270
<b><i>Liabilities</i></b>	<b><u>1,311,982</u></b>
<b><i>Fund Balance</i></b>	<b><u>4,390,789</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>5,702,771</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Sanitation  
 For the month ended September 30, 2015



<b>Revenues</b>	<b><u>Budget</u></b>	<b><u>Month</u> <u>Activity</u></b>	<b><u>Year to</u> <u>Date</u></b>	<b><u>Encumbered</u></b>	<b><u>(Over)/Under</u> <u>Budget</u></b>	<b><u>%</u> <u>Expend/Collect</u></b>
Sanitation Fees	8,750,000	756,042	6,591,987		2,158,013	75%
Proceeds - Recycled Materials	300,000	44,270	476,601		(176,601)	159%
Landfill Fees - General	240,000	(9,399)	154,165		85,835	64%
Insurance Proceeds	21,882	-	-		21,882	0%
Interest Income	54,000	5,239	45,079		8,921	83%
Proceeds from Sale of Assets	-	-	8,348		(8,348)	-
Miscellaneous Revenues	-	-	31		(31)	=
<b>Total Revenues</b>	<b>9,365,882</b>	<b>796,153</b>	<b>7,276,212</b>	<b>-</b>	<b>2,089,669</b>	<b>78%</b>
<b>Expenditures</b>						
Personnel Costs	3,871,320	271,730	2,810,535	-	1,060,785	73%
Other Operating Costs	3,512,367	169,927	1,876,102	90,335	1,545,931	53%
Total Operating Costs	7,383,687	441,657	4,686,636	90,335	2,606,716	63%
Capital Outlay	3,150,330	-	1,001,465	773,040	1,375,825	32%
<b>Total Expenditures</b>	<b>10,534,017</b>	<b>441,657</b>	<b>5,688,102</b>	<b>863,374</b>	<b>3,982,541</b>	<b>54%</b>
<b>Net Revenue/(Expense)</b>	<b>(1,168,135)</b>		<b>1,588,111</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
Sanitation Fund  
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-71	6/23/15	Additional CDL employee	45,070

City of Conway  
 Balance Sheet - Sanitation  
 For the month ended September 30, 2015



Cash - Operating	3,468,555
Petty Cash	200
Post Closure Cash Account	5,515,550
Due from Other Funds	14,488
Due from Component Unit	846,187
General Inventory	2,122
Land & Buildings	2,697,649
Infrastructure	1,136,716
Machinery and Equipment	4,573,174
Vehicles	139,589
Computer Equip & Software	958
<b><i>Assets</i></b>	<b><u>18,395,190</u></b>
Accounts Payable	35,664
Salaries Payable	148,488
Net Pension Obligation	1,286,026
Due to Other Funds	3,829
Accrued Interest Payable	24,525
Landfill Close/Post Close	7,926,380
<b><i>Liabilities</i></b>	<b><u>9,424,912</u></b>
<b><i>Net Assets</i></b>	<b><u>8,970,279</u></b>
<b><i>Total Liabilities and Net Assets</i></b>	<b><u>18,395,190</u></b>

**\*All figures are unaudited**

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

City of Conway  
 Monthly Financial Report - Airport  
 For the month ended September 30, 2015



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Airport Fuel Sales	945,000	83,083	632,948		312,052	67%
Sales Tax	-	1,517	13,171		(13,171)	-
T-Hangar Rent	96,500	2,720	50,383		46,117	52%
Community Hangar Rent	15,000	1,495	10,473		4,527	70%
Ground Leases	20,250	8,712	69,135		(48,885)	341%
Miscellaneous Revenues	2,500	1,125	77,015		(74,515)	3081%
<b>Total Revenues</b>	<b>1,079,250</b>	<b>98,652</b>	<b>853,124</b>	<b>-</b>	<b>226,126</b>	<b>79%</b>
<b>Expenditures</b>						
Personnel Costs	192,943	14,033	136,292	-	56,651	71%
Fuel for Resale	753,500	53,484	439,315	-	314,185	58%
Other Operating Costs	97,650	2,318	53,725	1,656	42,269	55%
Total Operating Costs	1,044,093	69,835	629,332	1,656	413,105	60%
Capital Outlay	29,000	14,243	21,512	-	7,488	74%
<b>Total Expenditures</b>	<b>1,073,093</b>	<b>84,078</b>	<b>650,845</b>	<b>1,656</b>	<b>420,592</b>	<b>61%</b>
<b>Net Revenue/(Expense)</b>	<b>6,157</b>		<b>202,280</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
Airport Fund  
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-27	3/10/15	Purchase loader and snow plow tractor attachments	19,000
O-15-94	9/8/15	Additional funds for tractor attachments	10,000
			<u>\$ 29,000</u>

City of Conway  
Balance Sheet - Airport  
For the month ended September 30, 2015



Cash - Operating	175,229
Accounts Receivable - Fuel Vendor	54,216
<b><i>Assets</i></b>	<b><u>229,445</u></b>
Accounts Payable	146
<b><i>Liabilities</i></b>	<b><u>146</u></b>
<b><i>Fund Balance</i></b>	<b>229,299</b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>229,445</u></b>

\*All figures are unaudited



City of Conway  
Monthly Financial Report - Major Project Funds  
For the month ended September 30, 2015



Parks and Rec A&P Tax

Balance, 8/31/15	1,611,500
Receipts	238,394
Payments	(210,321)
Balance, 9/30/15	\$ 1,639,573

Pay as you go Sales Tax

Balance, 8/31/15	382,943
Receipts	1,488,305
Payments	(38,156)
Balance, 9/30/15	\$ 1,833,092

Street Impact Fees

Balance, 8/31/15	273,851
Receipts	31,434
Payments	(43,470)
Balance, 9/30/15	\$ 261,815

Parks Impact Fees

Balance, 8/31/15	232,038
Receipts	13,027
Payments	-
Balance, 9/30/15	\$ 245,064



**City of Conway, Arkansas**  
**Ordinance No. O-15- \_\_\_\_\_**

**AN ORDINANCE CLOSING OF CERTAIN EASEMENTS LOCATED IN APPROXIMATELY 15.46 ACRES ON THE  
 FORMER SITE OF THE LEWIS LIVESTOCK AUCTION, 1250 SOUTH AMITY ROAD; AND FOR OTHER  
 PURPOSES:**

**Whereas**, a petition was duly filed with the City of Conway, Arkansas on the 1<sup>st</sup> of October, 2015 by CEI Engineering Associates, Inc. asking the City Council to vacate and abandon certain easements located 1250 South Amity Road, Lewis Crossing Phase 2.

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

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

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

- (1) Being all of the Right-of-Way & Easement to the City of Conway, AR per Doc. #2014-11260
- (2) Being all of the Right-of-Way & Easement to the City of Conway, AR per Doc. #2014-11259
- (3) Being all of the Right-of-Way & Easement to the City of Conway, AR per Doc. #2011-8375
- (4) Being a portion of the Right-of-Way & Easement to the City of Conway, AR per Record Book 331, Page 354
- (5) Being a portion of the Right-of-Way & Easement to the City of Conway, AR per Record Book 312, Page 65
- (6) Being a portion of the Right-of-Way & Easement to the City of Conway, AR per Record
- (7) and also the following sewer easement described as Book 194, Page 567 Being a portion of the Right-of-Way & Easement to the City of Conway, AR Record Book 254, Page 344. The closure of this easement shall become effective at the point in time that the construction of the relocated gravity sewer main is complete, Conway Corporation has approved said construction, certified contractor's affidavit is received, and gravity sewer main is killed out and service restored through the relocated infrastructure.

that are situated on, over, or across the subject property. The subject property being described herein:

A tract of land situated in part of the Southwest Quarter (SW1/4) of Section 17 and part of the Northwest Quarter (NW1/4) of Section 20, all in Township 5 North, Range 13 West, Faulkner County, Arkansas, being more particularly described as follows:

Commencing at the Southeast corner of the said Southwest Quarter (SW1/4); Thence along the West line of said Northwest Quarter of Section 20, South 01°58'13" West a distance of 280.49 feet to a found 1/2" rebar (LS#1363); Thence leaving said West line of North 86°55'21" West a distance of 867.13 feet to a found 2" aluminum cap and the Point of Beginning;

Thence North 86°55'21" West a distance of 455.00 feet to a found 5"x4" grader blade; Thence North 88°19'45" West a distance of 402.90 feet to a found 3/8" rebar on the East Right-of-Way Amity Road per AHTD Job No. 8457; Thence along said Right-of-Way the following 4 (four) courses:

- (1) North 03°40'43" West a distance of 485.40 feet to a found 1/2" rebar with cap;
- (2) North 01°22'59" East a distance of 388.11 feet to a found 1/2" rebar with cap (LS# 1363);
- (3) North 28°08'10" East a distance of 112.47 feet 4'x4' post in concrete;
- (4) North 51°58'02" East of distance of 148.00 feet to a found 2" aluminum cap (LS#1717);

Thence leaving said Right-of-Way South 86°56'41" East a distance of 162.79 feet to a found aluminum cap (LS#1717); Thence South 41°55'20" East a distance of 71.46 feet to a found 2" aluminum cap (LS#1717); Thence South 03°04'40" West a distance of 101.68 feet to a found 2" aluminum cap (LS#1717); Thence South 86°55'20" East a distance of 221.09 feet to a found 2" aluminum cap (LS #1717); Thence North 03°04'39" East a distance of 159.86 feet to a found 2" aluminum cap (LS#1717); Thence along a tangent curve to the left, with a length of 55.71 feet, having a radius of 90.00 feet, through a central angle of 35°27'46", and having a chord which bears North 14°39'14" West, a distance of 54.82 feet to a found 2" aluminum cap (LS#1717); Thence North 57°36'53" East a distance 55.00 feet to a found aluminum cap (LS#1717); Thence along a tangent curve to the right, with a length of 89.75 feet, having a radius of 145.00 feet, through a central angle of 35°27'47", and having a chord which bears South 14°39'14" East, a distance of 88.32 feet to a found 2" aluminum cap (LS#1717); Thence South 03°04'39" West a distance of 156.86 feet to a found 2" aluminum cap (LS#1717); Thence North 86°55'21" West a distance of 5.00 feet to a found 2" aluminum cap (LS#1717); Thence South 03°04'39" West a distance of 722.16 feet to a found 2" aluminum cap (LS#1717); Thence South 86°55'21" East a distance of 282.76 feet to a found 2" aluminum cap (LS#1717); Thence South 03°04'39" West a distance of 187.61 feet to the point of beginning and containing 673,470 square feet and 15.46 acres, more or less.

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

**PASSED** this 27<sup>th</sup> day of October, 2015.

**Approved:**

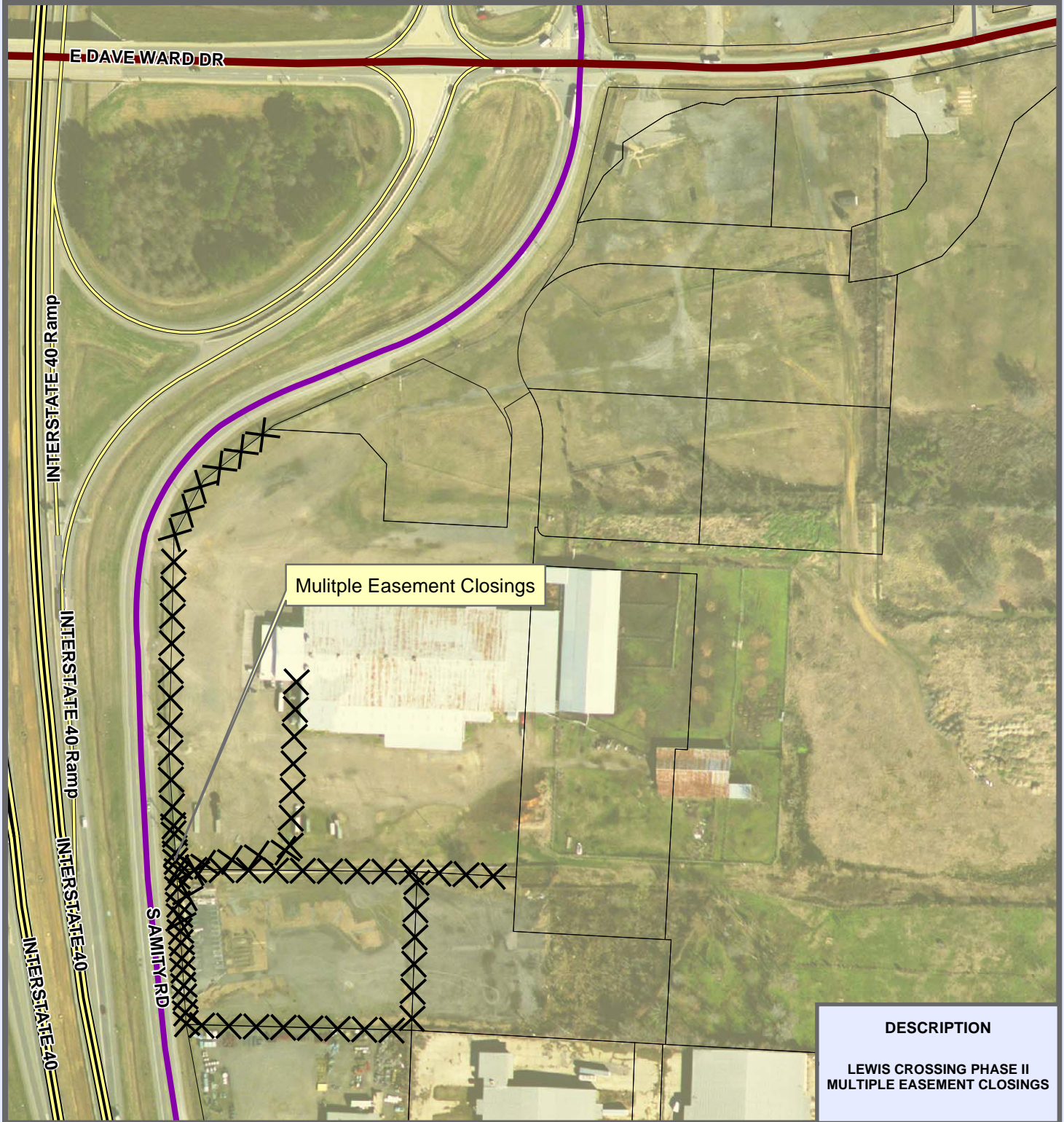
\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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

# CITY OF CONWAY

## LEWIS CROSSING PHASE II -- EASEMENT CLOSING



**DESCRIPTION**

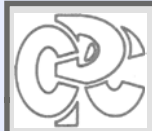
**LEWIS CROSSING PHASE II  
MULTIPLE EASEMENT CLOSINGS**



Andy Hawkins & David Grimes - Aldermen Ward 1  
 Wes Pratt & Shalby Muhl - Aldermen Ward 2  
 Mark Leubner & Mary Smith - Aldermen Ward 3  
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4  
 Chuck Clemons - City Attorney  
 Michael Garrett - City Clerk



Bryan Patrick - Director  
 Wes Craiglow - Deputy Director  
 Scott Grammer - Planner  
 Beth Skotko - Planning Tech  
 Jason Lyon - GIS Coordinator



**CONWAY PLANNING COMMISSION**  
 Lee Washington - Chair  
 Mark Lewis - Vice-Chair

INTERSTATE	LOT LINE
MAJOR ARTERIAL	STREAMS
MINOR ARTERIAL	LAKES & PONDS
COLLECTOR	CITY LIMITS
RESIDENTIAL	
PRIVATE ROAD	
INTERSTATE RAMP	
RAILROADS	

Residential		Industrial	
R-1	MF-1	I-1	RU-1
R-2A	MF-2	I-2	RU-2
R-2	MF-3	I-3	
HR	RMH		
SR			

Commercial	Office	Special
C-1	O-1	SP
C-2	O-2	S-1
C-3	O-3	A-1
C-4		PUD



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. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION  
 LANDMARK GIS WEBSITE:  
[gis.cityofconway.org](http://gis.cityofconway.org) (UNDER DEVELOPMENT)  
 E-MAIL: Jason.Lyon@CityofConway.org



**Lynda Palmer**

AT&T Arkansas  
Mgr.-OSP Ping & Engr Design  
Right-of-Way  
Joint Use of Poles

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

October 16, 2015

CEI Engineering Associates, Inc.  
Attn: Tom Burry, PE  
3108 S.W. Regency Parkway, Suite 2  
Bentonville, AR 72712

Dear Mr. Burry:

Sam's Club, Amenity Road, Conway, Arkansas

Per the City of Conway's request, AT&T concurs in its request to vacate our interest in the easements shown on the 7 attachments to this letter. AT&T's facilities are within the right-of-way and has no conflict with these easements being released.

Questions concerning AT&T's facilities in Conway should be referred to Lannie Page at 501-218-6842 ([lp1318@att.com](mailto:lp1318@att.com)).

Sincerely,

A handwritten signature in cursive script that reads "Lynda Palmer".

Attachments:

CC: Lannie Page



**CenterPoint Energy**

401 W. Capitol Avenue, Suite 600  
Little Rock, AR 72201  
CenterPointEnergy.com

September 30, 2015

Tom Burry  
CEI Engineering Associates, Inc.  
3108 S.W. Regency Pkwy, Ste. 2  
Bentonville, AR 72712

Lewis Crossing – Release of Utility Rights

Dear Tom,

CenterPoint Energy (CNP) formally agrees to release all utility rights in all City of Conway owned utility easements existing on the grounds of the new Sam's Club property, located southeast of the intersection of Amity Road and Hwy 286 (Dave Ward Drive) in Conway. Further description of these easements can be seen in the attached Exhibit A.

If you have any questions, please don't hesitate to call me at the numbers below.

Sincerely,

A handwritten signature in black ink, appearing to read "Chase Batson".

Chase Batson, E.I.  
Engineer II  
CenterPoint Energy  
Office: 501-377-4667  
Cell: 501-454-4741



October 20, 2015

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

Re: Lot 12 of Lewis Crossing, Conway, Faulkner County, Arkansas.

Dear Mayor Townsell:

Conway Corporation has no objection to the easement abandonment request on Lot 12 of Lewis Crossing that currently has a gravity sewer main running north/south and east/west in the easement subject to the following conditions. Construction needs to be completed and accepted by Conway Corporation. The construction has not begun to date on the gravity main, but again we have no objections to abandoning this easement when the construction work is completed and the new sewer main is accepted by Conway Corporation including release and a certified contractor's affidavit received and the existing gravity sewer main is killed out and service restored through the relocated infrastructure.

If you have any questions, please let me know.

Sincerely,

CONWAY CORPORATION

Leslie Guffey  
Engineering and Planning



**City of Conway, Arkansas**  
**Ordinance No. O-15- \_\_\_\_\_**

**AN ORDINANCE CLOSING A PORTION OF THE UNBUILT RIGHT OF WAY ALONG BOB COURTWAY DRIVE; AND FOR OTHER PURPOSES:**

**Whereas**, a petition was duly filed with the City of Conway, Arkansas on the 7th of October, 2015 by Meadowlake Corner II, LLC asking the City Council to vacate and abandon a portion of the unbuilt Right-of-Way along Bob Courtway Drive.

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

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

**Section 1.** The City of Conway, Arkansas releases, vacates, and abandons its rights, with the exception of the north fifteen foot (15') which is to be maintained as a utility easement for Conway Corporation, together with the rights of the public generally, in and to the unbuilt Right-of-Way designated as follows:

Being a part of the SW1/4 SW1/4 of Section 5, T-5-N, R-13-W, Faulkner County, Arkansas as shown on plat of Crains Replat #2 in plat book K page 245 to the Faulkner County Records, more particularly described as follows: Commencing at the NE corner of said SW1/4 SW1/4 ; thence N87°57'07"W, 165.15 feet to the point of beginning; thence along a curve with an arc length of 41.20 feet, with a radius of 186.92 feet, with a chord bearing of S40°10'17"E, with a chord length of 41.12 feet; thence along a curve with an arc length of 67.63 feet, with a radius of 328.48 feet, with a chord bearing of S49°30'29"E, with a chord length of 67.51 feet; thence along a curve with an arc length of 43.34 feet, with a radius of 138.30 feet, with a chord bearing of S52°36'11"E, with a chord length of 43.16 feet; thence S01°42'58"W, 123.38 feet to the North right of way of Bob Courtway Drive; thence along a curve turning to the left with an arc length of 182.64 feet, with a radius of 425.72 feet, with a chord bearing of S14°27'58"W, with a chord length of 181.24 feet to the SE corner of Lot 6 Crains Replat #2; thence N01°42'58"E, 40.22 feet; thence along a curve turning to the left with an arc length of 311.13 feet, with a radius of 460.00 feet, with a chord bearing of N19°24'26"W, with a chord length of 305.23 feet to the NW Corner of Lot 6,



Crains Replat #2; thence N01°42'58"E, 73.69 feet; thence S87°57'07"E, 34.85 feet to the point of beginning, containing 0.54 acres more or less. Subject to all roadways, easements and reservations that are of record or physically in place.

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

**PASSED** this 27<sup>th</sup> day of October, 2015.

**Approved:**

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**Mayor Tab Townsell**

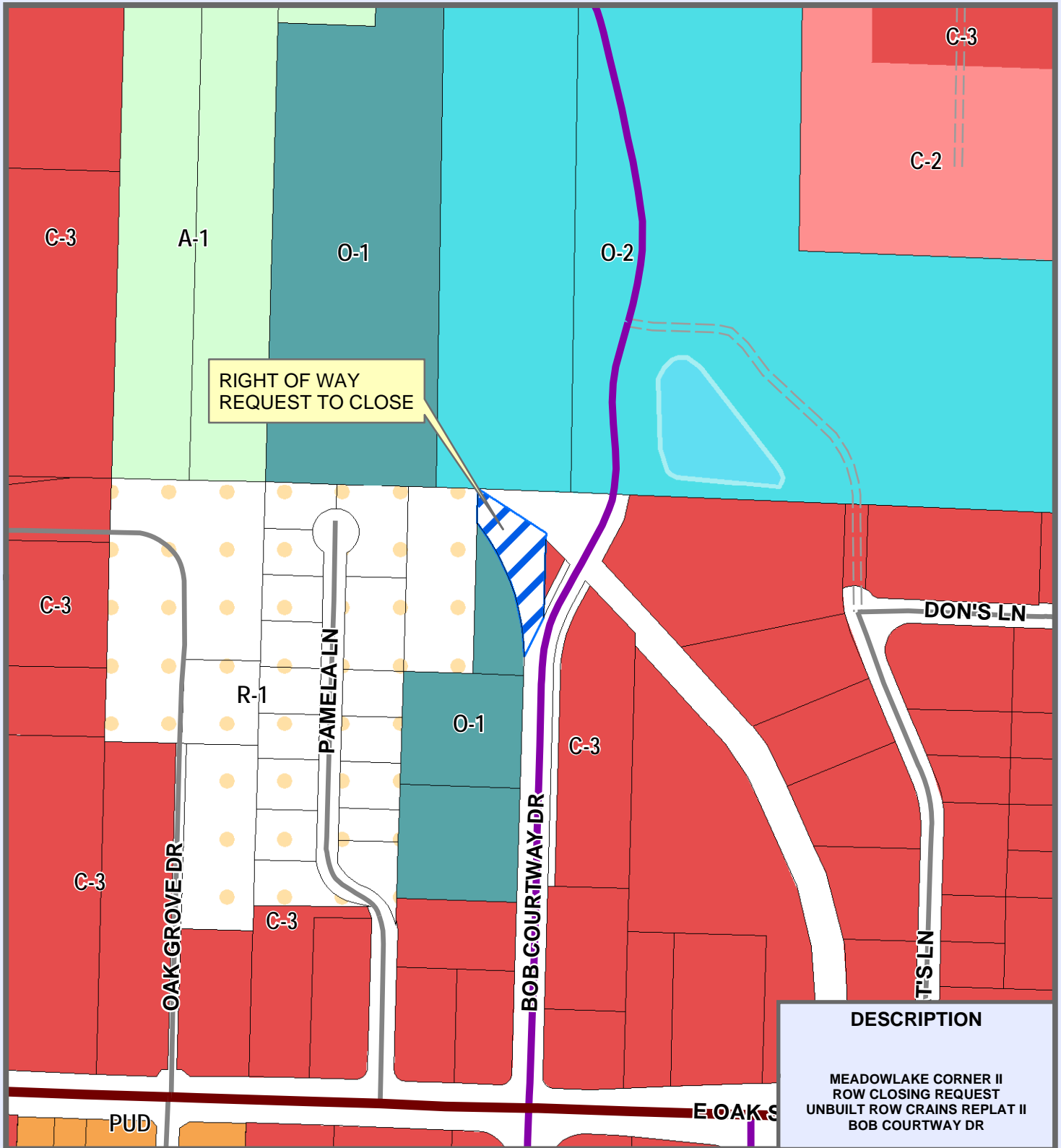
**Attest:**

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

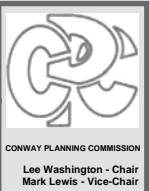
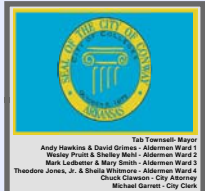
# CITY OF CONWAY

## MEADOWLAKE CORNER II -- ROW CLOSING

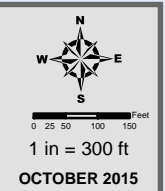


**DESCRIPTION**

MEADOWLAKE CORNER II  
ROW CLOSING REQUEST  
UNBUILT ROW CRAINS REPLAT II  
BOB COURTWAY DR



INTERSTATE	LOT LINE	<b>Residential</b>	<b>Industrial</b>
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		<b>Commercial Office</b>	<b>Special</b>
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	SP
			S-1
			A-1
			PUD
			TJ



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. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION  
 WWW.CONWAYPLANNING.ORG/GIS  
 E-MAIL: Jason.Lyon@CityOfConway.org

Petition of written consent for the  
Vacating of Streets and Alleys  
For the intent of Public Use

Name of Party requesting Street or Alley closure:

Meadowlake Corner II LLC

Legal Description of Street or Alley, (or portion thereof), to be vacated:

See Attached survey and legal description

Abutting property owners:

Name  
CONNOR Scholtz  
CARROLL Bishop Jr

Address  
2220 Prince St



October 13, 2015

Mr. Scott Grummer  
City Planning Department  
City Hall  
1201 Oak Street  
Conway, AR 72032

Re: Utility easements on Part of SW  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , 23485.79 Sq. Ft. 0.54 Acres in Conway.

Dear Scott:

Conway Corporation needs the following easement on the Part of SW  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , 23485.79 Sq. Ft. 0.54 Acres just north of Lot 6 Crain's Replat # 2 in Conway:

1. The North 15 feet of the former Right of Way.

Sewer and Electric/CATV are available. Water is not available to this property.

If you have questions, please let me know.

Yours truly,

CONWAY CORPORATION

Leslie Guffey  
Engineering & Planning

cc: Nabholz Properties



October 12, 2015

Nabholtz Properties Inc.  
Wendy Chambers  
PO Box 127  
Conway, AR 72033

RE: Abatement of ROW Lot 6 Crain's Replat #2

To Whom It May Concern:

Centerpoint Energy has reviewed the easement revisions for Lot 6 of Crain's Replat #2 and we do not have any conflicts with abatement of this easement.

Thank You,

A handwritten signature in blue ink that reads "Tanya Malcolm".

Dennis Fisher  
Tanya Malcolm



**Lynda Palmer**

AT&T Arkansas  
Mgr.-OSP Plng & Engr Design  
Right-of-Way  
Joint Use of Poles

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

October 6, 2015

Nabholtz Properties, Inc.  
Attn: Wendy Chambers  
P.O. Box 127  
Conway, AR 72033

Dear Ms. Chambers:

AT&T concurs in your request to relinquish its interest in the right-of-way located adjacent to Lot 6 of Crain's Replat #2 to the City of Conway, Arkansas, as shown on the attached drawing.

AT&T has no facilities within this proposed closed ROW and has no plans to place any there in the future.

Questions concerning AT&T facilities in Conway should be direct to Lannie Page at [lp1318@att.com](mailto:lp1318@att.com) or 501-373-5386.

Sincerely,

*Lynda Palmer* (signed)

CC: Lannie Page

Attachment:



4958M7

4958M16

9 Pamela Lane

8 Pamela Lane

7 Pamela Lane

6 Pamela Lane

5 Pamela Lane

2"

12"

24"

312'

312'

302'

302'

2"

2"

4958M14

4958M15

8"

8"

8"

8"

8"

8"

293'

306'

5058M19

114'

5058M18

5058M17

P1394

P1393

DOR1970

102'

102'

364'

306'

114'

114'

102'

102'

24"

24"

15700-1

1124 Bob Courtway Drive

P15698

P15699

12"

12"

120'

30"

164'

30"

30"

30"

18"

18"

18"

302'

302'

4959M4

4959M11

164'

30"

150'

150'

380'

490'

490'

30"

12"

120'

30"

164'

30"

30"

30"

18"

18"

18"

5059M30

5059M29

5059M1

WOQ75

WOQ75

WOQ75

1150 Bob Courtway Drive 450

1150 Bob Courtway Drive 400

1150 Bob Courtway Drive 300

1150 Bob Courtway Drive 100

JAY BERNARD

1150 Bob Courtway Drive House

1150 Bob Courtway Drive 200

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

448'

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

VOQ125 ABC

Pamela Lane

Bob Courtway Drive

Littleton Park

1100 Bob Courtway Drive 16

1100 Bob Courtway Drive 15

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$610,000 OF TAXABLE ELECTRIC FRANCHISE FEE REVENUE REFUNDING BONDS (HEWLETT-PACKARD COMPANY PROJECT), SERIES 2015, BY THE CITY OF CONWAY, ARKANSAS FOR THE PURPOSE OF REFUNDING THE CITY'S TAXABLE ELECTRIC FRANCHISE FEE REVENUE BONDS, SERIES 2008; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT OR AGREEMENTS PROVIDING FOR THE SALE OF THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council of the City of Conway, Arkansas (the "City"), previously determined that there was a critical need for a source of funds to finance the costs of certain roadway, ingress, egress, parking and other site improvements (collectively, the "Project") in connection with the construction of certain industrial facilities to be owned by the City and located at 355 Ledgeawn Drive within the City's Meadows Office & Technology Park, to be leased by the City to Conway Development Corporation, an Arkansas nonprofit corporation (the "CDC"), and to be subleased by CDC to Hewlett-Packard Company, a Delaware corporation ("HP"); 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 14-164-201 *et seq.* (1998 Repl. & Supp. 2015) (as from time to time amended, the "Act"), to own, acquire, construct, reconstruct, improve, equip and lease facilities, such as those improvements constituting the Project, in order to secure and develop industry and to assist in the financing and refinancing thereof by the issuance of bonds secured by surplus electric revenues; and

**WHEREAS**, in order to accomplish the Project, the City has previously issued its Taxable Electric Franchise Fee Revenue Bonds (Hewlett-Packard Company Project), Series 2008 (the "Series 2008 Bonds"), currently outstanding in the aggregate principal amount of \$610,000; and

**WHEREAS**, in order to secure funds necessary to refund the Series 2008 Bonds and to pay printing, legal and other expenses incidental to the issuance of revenue bonds for such purposes, the City has determined to issue its Taxable Electric Franchise Fee Revenue Refunding Bonds (Hewlett-Packard Company Project), Series 2015, in aggregate principal amount not to exceed \$610,000 (the "Series 2015 Bonds"), such Series 2015 Bonds to be secured by and payable solely from the municipal franchise fee charged and collected by the City with respect to the electric system serving the residents of the City and operated by the Conway Corporation; and

**WHEREAS**, the City has determined to issue and secure the Series 2015 Bonds pursuant to a Trust Indenture (the "Trust Indenture"), by and between the City and First Security Bank, an



Arkansas banking corporation (the “Trustee”), a form of which has been presented to and is before this meeting; and

**WHEREAS**, the City proposes to enter into a Bond Purchase Agreement or Agreements (the “Bond Purchase Agreements”) in substantially the form presented to and before this meeting, with First Security Bank, Centennial Bank or other “qualified institutional buyers” or other “accredited investors” (as such terms are defined in Rule 144A and Rule 501 of Regulation D of the U.S. Securities and Exchange Commission (the “Purchasers”), providing for the sale of the Series 2015 Bonds;

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

**Section 1.** The City Council hereby finds and declares that the refunding of the Series 2008 Bonds is in the best interest of the City and its residents.

**Section 2.** 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, there is hereby authorized the issuance of bonds of the City to be designated as “Taxable Electric Franchise Fee Revenue Refunding Bonds (Hewlett-Packard Company Project), Series 2015” (the “Series 2015 Bonds”).

The Series 2015 Bonds shall be issued in the original aggregate principal amount of not to exceed Six Hundred Ten Thousand Dollars (\$610,000), and shall mature not later than June 1, 2020, on the dates, in the principal amounts and bearing interest at the rates specified in the Trust Indenture. In no event shall the true interest cost relating to the Series 2015 Bonds exceed 3.95% per annum.

The proceeds of the Series 2015 Bonds will be utilized to redeem the outstanding Series 2008 Bonds and to pay printing, legal and other expenses incidental to the issuance of the Series 2015 Bonds. The Series 2015 Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Trust Indenture submitted to this meeting.

The Mayor is hereby authorized and directed to execute and deliver the Series 2015 Bonds in substantially the form thereof contained in the Trust Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2015 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2015 Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, Crews & Associates, Inc. (the “Placement Agent”) and Kutak Rock LLP, Little Rock, Arkansas (“Bond Counsel”), in order to complete the Series 2015 Bonds in substantially the form contained in the Trust Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Series 2015 Bonds, their execution to constitute conclusive evidence of such approval.

**Section 3.** In order to pay the principal of and interest on the Series 2015 Bonds as they mature or are called for redemption prior to maturity, there is hereby pledged all receipts of the municipal franchise fee heretofore or hereafter charged and collected by the City for the privilege of the use of City streets, alleys, easements and other City-owned property in connection with the operation of the electric system serving the residents of the City (the “Electric Franchise Fee”). The City covenants and agrees that collections of the Electric Franchise Fee shall not be reduced or discontinued so long as the Bonds are outstanding and that all receipts of the Electric Franchise Fee will be accounted for separately as a special fund on the books of the City and will be deposited and used solely as provided in the Trust Indenture, subject, however, to the prior and senior pledge of such Electric Franchise Fee securing (i) the City’s Franchise Fee Revenue Refunding Bonds, Series 2012, the City’s Franchise Fee Revenue Improvement Bonds, Series 2015, and any additional bonds subsequently issued and secured on a parity basis therewith in accordance with the terms thereof, and (ii) the City’s obligations with respect to that certain Lease Purchase Agreement dated as of November 17, 2008, by and between the City and First Security Bank, Conway, Arkansas.

**Section 4.** To prescribe the terms and conditions upon which the Series 2015 Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge a Trust Indenture (the “Trust Indenture”), by and between the City and First Security Bank, Searcy, Arkansas, as trustee (the “Trustee”), and the City Clerk is hereby authorized and directed to execute and acknowledge the Trust Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of the Electric Franchise Fee and the terms of the Series 2015 Bonds. The Mayor is hereby authorized to confer with the Trustee, the Placement Agent and Bond Counsel in order to complete the Trust Indenture in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 5.** In order to prescribe the terms and conditions upon which the Series 2015 Bonds are to be sold to the Purchasers, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement or Agreements on behalf of the City, to be dated as of the date of their execution (the “Bond Purchase Agreements”), by and between the City and the Purchasers, and the Bond Purchase Agreements are hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Placement Agent and Bond Counsel in order to complete the Bond Purchase Agreements in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Bond Purchase Agreements, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of a Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 6.** 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 2015 Bonds and to effect the execution and delivery of the Trust Indenture and the Bond Purchase Agreements, 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 7.** 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 2015 Bonds.

**Section 8.** Crews & Associates, Inc. is hereby appointed to act as Placement Agent in connection with the issuance and sale of the Series 2015 Bonds.

**Section 9.** 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 10.** All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**Section 11.** It is hereby found and determined that there is an urgent need to refinance certain outstanding indebtedness of the City secured by the Electric Franchise Fee in order to lower the interest cost on said obligations, and in order to do so on the most favorable terms, it is necessary to enter into the Bond Purchase Agreements 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 \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(S E A L)

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$3,425,000 OF FRANCHISE FEE REVENUE IMPROVEMENT BONDS, SERIES 2015, BY THE CITY OF CONWAY, ARKANSAS FOR THE PURPOSE OF FINANCING THE ACQUISITION AND INSTALLATION OF A COMMUNICATIONS SYSTEM; AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE SERIES 2015 BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE SERIES 2015 BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2015 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council of the City of Conway, Arkansas (the “City”), has determined that there is a critical need for a source of funds to finance the costs of acquiring and installing a Phase 2 trunked land mobile radio communications system and related improvements (the “Project”); 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.* (1998 Repl. & Supp. 2015) (as from time to time amended, the “Act”) to issue and sell its revenue bonds for the purpose of financing “capital improvements” (as defined in the Act), such as those improvements comprising the Project; and

**WHEREAS**, pursuant to the authority of Amendment 65 and the Act, the City has previously issued its Franchise Fee Revenue Refunding Bonds, Series 2012 (the “Series 2012 Bonds”), presently outstanding in the aggregate principal amount of \$3,960,000, for the purpose of refunding prior bonds of the City issued to finance the costs of acquiring, constructing, extending and equipping certain improvements to the City’s wastewater and electric systems and certain roadway infrastructure and related improvements within the City’s Meadows Industrial Park or Guy Murphy Industrial Park; and

**WHEREAS**, in order to secure funds necessary to finance the costs of the Project, to establish a debt service reserve, and to pay printing, legal, underwriting and other expenses incidental to the issuance of revenue bonds for such purposes, the City has determined to issue its Franchise Fee Revenue Improvement Bonds, Series 2015, in aggregate principal amount not to exceed \$3,425,000 (the “Series 2015 Bonds”), such Series 2015 Bonds to be secured by and payable solely from municipal franchise fees charged and collected by the City; and

**WHEREAS**, the City has determined to issue and secure the Series 2015 Bonds pursuant to a Second Supplemental Trust Indenture (the “Second Supplemental Trust Indenture”), by and between the City and Centennial Bank, as trustee (the “Trustee”), a form of which has been presented to and is before this meeting; and

**WHEREAS**, the City has made arrangements for the sale of the Series 2015 Bonds to Crews & Associates, Inc. and Stephens Inc. (the “Underwriters”), pursuant to the terms of a Bond Purchase Agreement between the City and the Underwriters (the “Bond Purchase Agreement”) in substantially the form presented to and before this meeting; and

**WHEREAS**, an open public hearing on the question of the issuance of the Series 2015 Bonds and the financing of the Project has been held before the City Council and Mayor of the City on October 27, 2015, following publication of notice of such public hearing in the *Log Cabin Democrat* on October 16, 2015.

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

**Section 1.** The City Council hereby finds and declares that the acquisition and installation of the Project is in the best interest of the City and its residents.

**Section 2.** 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, there is hereby authorized the issuance of bonds of the City to be designated as “Franchise Fee Revenue Improvement Bonds, Series 2015” (the “Series 2015 Bonds”). The Bonds shall be issued in the original aggregate principal amount of not to exceed Three Million Four Hundred Twenty-Five Thousand Dollars (\$3,425,000), and shall mature not later than December 1, 2035, on the dates, in the principal amounts and bearing interest at the rates specified in the Bond Purchase Agreement. In no event shall the true interest cost relating to the Series 2015 Bonds exceed 4.00% per annum.

The proceeds of the Series 2015 Bonds will be utilized to acquire and install the improvements comprising the Project, to fund a debt service reserve, and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Series 2015 Bonds. The Series 2015 Bonds shall be considered to be Additional Bonds under that certain Trust Indenture dated as of December 1, 2006, as supplemented and amended by a First Supplemental Trust Indenture dated as of June 1, 2012 (as supplemented and amended, the “Original Indenture”), pursuant to which the Series 2012 Bonds were issued and secured. The Series 2015 Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Second Supplemental Trust Indenture submitted to this meeting.

The Mayor is hereby authorized and directed to execute and deliver the Series 2015 Bonds in substantially the form thereof contained in the Second Supplemental Trust Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2015 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2015 Bonds to be accepted and

authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriters, and Kutak Rock LLP, Little Rock, Arkansas (“Bond Counsel”), in order to complete the Series 2015 Bonds in substantially the form contained in the Second Supplemental Trust Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Series 2015 Bonds, their execution to constitute conclusive evidence of such approval.

**Section 3.** In order to pay the principal of and interest on the Series 2015 Bonds as they mature or are called for redemption prior to maturity, there is hereby pledged all receipts of municipal franchise fees heretofore or hereafter charged and collected by the City from private entities for the privilege of the use of City streets, alleys, easements and other City-owned property (the “Franchise Fees”). The City covenants and agrees that collections of the Franchise Fees shall not be reduced or discontinued so long as the Series 2015 Bonds are outstanding and that all receipts of the Franchise Fees will be accounted for separately as special funds on the books of the City and will be deposited and used solely as provided in the Original Indenture, as supplemented and amended by the Second Supplemental Trust Indenture. The pledge of Franchise Fees securing the Series 2015 Bonds is made on a parity basis with the pledge of Franchise Fees securing the Series 2012 Bonds and any Additional Bonds (as defined in the Original Indenture) issued hereafter, and is prior and superior to existing pledges of the Franchise Fees securing (i) the City’s Franchise Fee Revenue Lease-Purchase Agreement, Series 2008, and (ii) the City’s Taxable Electric Franchise Fee Revenue Bonds (Hewlett-Packard Company Project), Series 2008, or any obligation subsequently issued to refund or refinance said subordinate indebtedness.

**Section 4.** To prescribe the terms and conditions upon which the Series 2015 Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge the Second Supplemental Trust Indenture (the “Second Supplemental Trust Indenture”), and the City Clerk is hereby authorized and directed to execute and acknowledge the Second Supplemental Trust Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Second Supplemental Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Second Supplemental Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of the Franchise Fees and the terms of the Series 2015 Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriters and Bond Counsel in order to complete the Second Supplemental Trust Indenture in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Second Supplemental Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Second Supplemental Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 5.** There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Series 2015 Bonds. The Preliminary Official Statement is hereby “deemed final” within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official

Statement is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriters, is herein referred to as the “Official Statement,” and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriters and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting with such changes as shall be approved by such persons, the Mayor’s execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

**Section 6.** In order to prescribe the terms and conditions upon which the Series 2015 Bonds are to be sold to the Underwriters, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the “Bond Purchase Agreement”), by and between the City and the Underwriters, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriters and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 7.** In order to provide for continuing disclosure of certain financial and operating information with respect to the Franchise Fees and the City in compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the “Continuing Disclosure Agreement”), by and between the City and Centennial Bank, as dissemination agent (the “Dissemination Agent”), and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Dissemination Agent. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Dissemination Agent, the Underwriters and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 8.** 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 2015 Bonds and to effect the execution and delivery of the Second Supplemental Trust Indenture, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Official Statement and a Tax Compliance Agreement relating to the tax exemption of interest on the Series 2015 Bonds, 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 9.** The City considers this Ordinance to be its declaration of official intent to issue the Series 2015 Bonds and to make reimbursement with a portion of the proceeds thereof for all original expenditures incurred in connection with the acquisition and installation of the Project between the date that is sixty (60) days prior to the date of this Ordinance and the date the Series 2015 Bonds are issued for such purpose, plus a *de minimis* amount and preliminary expenditures, as such terms are defined in Section 1.150-2(f) of the Federal Income Tax Regulations.

**Section 10.** 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 11.** All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**Section 12.** It is hereby found and determined that there is an urgent need to finance the capital improvements comprising the Project in order to provide benefits and alleviate hardships to the residents of the City, and in order to do so on the most favorable terms, it is necessary to enter into 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 \_\_\_\_\_, 2015.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(S E A L)



## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$25,000,000 OF ELECTRIC REVENUE IMPROVEMENT BONDS, SERIES 2015, BY THE CITY OF CONWAY, ARKANSAS FOR THE PURPOSE OF FINANCING THE COST OF CERTAIN CAPITAL IMPROVEMENTS BENEFITTING THE CITY'S ELECTRIC SYSTEM; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; 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 an electric generation and distribution system (the "Electric System") serving the residents of the City, which Electric 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 a lease from the City and an exclusive franchise to operate the Electric System granted to the Corporation by the City; and

**WHEREAS**, the City is authorized under the provisions of Amendment 65 to the Constitution of the State of Arkansas and Arkansas Code Annotated §§14-164-401 *et seq.* and §§14-203-101 *et seq.* (the "Authorizing Legislation") to issue and sell its electric revenue bonds for the purpose of financing the cost of improvements to the Electric System; and

**WHEREAS**, in order to secure funds necessary to finance certain betterments and improvements with respect to the Electric System, including primarily the (i) acquisition, construction and equipping of an administration building to be located at the corner of Locust and Prairie Streets, (ii) the acquisition, construction and equipping of an electric substation to be located at 1725 Middle Road, (iii) the acquisition and installation of certain automated electric and water metering equipment, (iv) the acquisition and installation of street lights and controls, and (v) the acquisition and installation of interstate lighting equipment (collectively, the "Project"), to fund a debt service reserve, and to pay printing, legal, underwriting and other expenses incidental to the issuance of electric revenue bonds for such purposes, the City has now determined to issue its Electric Revenue Improvement Bonds, Series 2015, in an aggregate principal amount of not to exceed \$25,000,000 (the "Bonds"); and

**WHEREAS**, the City has determined to issue and secure the Bonds pursuant to a Trust Indenture (the "Indenture"), by and among the City, the Corporation and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the "Trustee"), a form of which has been presented to and is before this meeting; and

**WHEREAS**, the City proposes to enter into a Bond Purchase Agreement (the “Bond Purchase Agreement”) in substantially the form presented to and before this meeting, with Crews & Associates, Inc. and Stephens Inc., Little Rock, Arkansas (the “Underwriters”), providing for the sale of the Bonds; and

**WHEREAS**, an open public hearing on the questions of the issuance of the Bonds and the financing of the Project has been held before the City Council and Mayor of the City on October 27, 2015, following publication of notice of such public hearing in the *Log Cabin Democrat* on October 16, 2015.

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

**Section 1.** The City Council hereby finds and declares that the acquisition, construction, equipping and installation of the Project is in the best interest of the City and the customers of the Electric System.

**Section 2.** Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of Arkansas and the Authorizing Legislation, there is hereby authorized the issuance of bonds of the City to be designated as “Electric Revenue Improvement Bonds, Series 2015” (the “Bonds”). The Bonds shall be issued in the original aggregate principal amount of not to exceed Twenty Five Million Dollars (\$25,000,000), and shall mature not later than December 1, 2027, in the principal amounts and bearing interest at the rates specified in the Bond Purchase Agreement. In no event shall the true interest cost relating to the Bonds exceed 3.25% per annum.

The proceeds of the Bonds will be utilized to acquire, construct, equip and install the Project, to fund a debt service reserve, and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Bonds. The payment of the principal of and interest on the Bonds will be secured by a pledge of the revenues of the Electric System as provided in a Trust Indenture to be dated as of December 1, 2015 (the “Indenture”), by and among the City, the Corporation and the Trustee. The Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and may contain such other terms, covenants and conditions, all as set forth in the Indenture.

The Mayor is hereby authorized and directed to execute and deliver the Bonds in substantially the form thereof contained in the Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriters, and Kutak Rock LLP, Little Rock, Arkansas (“Bond Counsel”), in order to complete the Bonds in substantially the form contained in the Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Bonds, their execution to constitute conclusive evidence of such approval.

**Section 3.** To prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and

directed to execute and acknowledge the Indenture, by and among the City, the Corporation and the Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Indenture to be accepted, executed and acknowledged by the Corporation and the Trustee. The Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of the Electric System revenues to the Bonds and the terms of the Bonds. The Mayor is hereby authorized to confer with the Corporation, the Trustee, the Underwriters and Bond Counsel in order to complete the Indenture in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 4.** There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Bonds. The Preliminary Official Statement is hereby “deemed final” within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution and use of the Preliminary Official Statement in connection with the offer and sale of the Bonds is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City, the Corporation and the Underwriters, is herein referred to as the “Official Statement,” and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Corporation, the Trustee, the Underwriters and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting with such changes as shall be approved by such persons, the Mayor’s execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

**Section 5.** In order to prescribe the terms and conditions upon which the Bonds are to be sold to the Underwriters, the Mayor is hereby authorized and directed to execute, at the request of the Corporation, a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the “Bond Purchase Agreement”), by and between the City and the Underwriters, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Corporation, the Underwriters and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 6.** In order to provide for continuing disclosure of certain financial and operating information with respect to the Electric System in compliance with the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the “Continuing Disclosure Agreement”), by and among the City, the Corporation and The Bank of New York Mellon Trust Company, N.A., as dissemination agent (the “Dissemination Agent”), and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Corporation and the Dissemination Agent. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Corporation, the Dissemination Agent, the Underwriters and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 7.** 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 Bonds and to effect the execution and delivery of the Indenture, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Official Statement and a Tax Compliance Agreement relating to the tax exemption of interest on the Bonds, 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 8.** 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 Bonds.

**Section 9.** 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 10.** All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**Section 11.** It is hereby found and determined that there is an urgent need to finance certain improvements and betterments to the Electric System in order to alleviate hardships to the residents of the City, and in order to do so on the most favorable terms, it is necessary to enter

into 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 \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(S E A L)

# Memo:

To: Mayor and City Council Members

From: Lauralee Wilcox McCool, CDBG Director

Date: 10/22/2015

Re: 2015 CDBG Contracts and Ordinance for funds received

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Attached please find contracts for all outside CDBG projects and public services

Only one contract is included in its entirety. The remaining agreements are represented by the first page of each agreement as the bulk of the lengthy contracts are the same.

If you have any questions or concerns, please feel free to contact me. My email is [lauralee.mccool@cityofconway.org](mailto:lauralee.mccool@cityofconway.org) and my cell phone number is 501.733.1782.

**CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON AGING  
2015 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 24th day of September 2015, 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 Faulkner County Council on Aging (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.

**The subrecipient agrees to utilize CDBG funds toward acquisition of an existing facility for use as the Conway Senior Wellness and Activity Center located at 705 E. Siebenmorgan Rd. CDBG will provide \$65,736 in FY 2015 funds for this purpose to benefit LMI Senior Citizens.**

**Any remaining funds needed to acquire this property shall be the responsibility of the Faulkner County Council on Aging.**

**In 2013, the City of Conway CDBG program granted \$200,000 toward the purchase of this facility. As such, the City has a 13.6% interest in the property purchased for \$1,950,000. A lien (Appendix B) shall be filed with the Faulkner County Circuit Clerk forgiving 0.68% per year for 20 years.**

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2015 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 **\$65,736** 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 Jan. 15 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





## **APPENDIX A**

### **A. DESCRIPTION OF PROJECT**

This project provides funding assistance for acquisition of an events center to be used as a senior wellness and activity center by elderly participants 60 years and older to Conway residents. The facility is located at 705 E. Siebenmorgan, Conway.

### **B. GOALS, OBJECTIVES AND TASKS**

1. Goal: Maintain social functioning in the community and to prevent unnecessary institution of persons and recreational activities at a senior center and health services
2. Objective: Provide larger facility for a growing senior program in order to keep elderly people in their homes longer rather than relying on nursing facilities.

### **C. BUDGET**

CDBG pledges \$65,736 toward the actual purchase price of \$1,950,000.

### **D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY “SUBRECIPIENT” TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES**

Grantee, SUBRECIPIENT, hereby assigns to CITY OF CONWAY, FAULKNER COUNTY, STATE OF ARKANSAS (“City”) any and all proceeds from future sale or alienation, as herein described, of the property and any improvements described in Exhibit “A” attached hereto and made a part hereof (“the Premises”). The terms and conditions of said assignment are set forth herein and the Undersigned, Grantee of the City’s Community Development Block Grant Program, understands, and acknowledges that:

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.
2. Total development cost of the project is **\$1,950,000**.
3. The City of Conway has utilized a portion of its Block Grant to enable Grantee to provide even parking and walking spaces for elderly clients. The total Block Grant funding for the project is **\$265,736**.
4. The purposes for which Block Grant moneys may be expended are limited by federal statutes and regulations, local policies allowable within the framework of such federal statutes and regulations, and an Operating Agreement entered into between the City of Conway as Implementer of the Community Development Block Grant Program and each recipient of Block Grant funds within the City of Conway, including Grantee.

5. The Block Grant funds available to and/or allocated by the City constitute a valuable community resource. In the event Block Grant funds previously allocated for a particular purpose are not or cannot be utilized for such purpose, it is necessary, proper and in the public interest for such funds to revert to the City of Conway as Implementer of the Community Development Block Grant Program so that such funds may be reallocated for another purpose.
6. In the event CDBG funds are used in whole or in part to purchase or construct, acquire, or for other eligible activities, no funds will be released until the entire project is determined by the City of Conway to be feasible and otherwise conforms to all federal regulations.
7. As a condition of receiving funds for the purchase of property, rehabilitation, or construction of housing or community service facility, the City of Conway will have a lien against the property for a minimum of 20 years. Said lien shall be exercised and enforced if the property is no longer used for its intended purpose during the effective dates of said lien. The lien will be prorated over the number of years it is to be held and in effect. For example if the lien is for ten years and the property has been used for its intended purpose for only six years, the city shall be reimbursed for 40% of the initial grant for the remaining period of time. Grantee agrees to execute any and all documents and agreements necessary for the City of Conway to perfect its lien as agreed herein. Grantee acknowledges that in the event the property is not used for its intended purposes during the term of the lien and if reimbursement is not made as set out above, the City of Conway may exercise and enforce its lien and the premises may be sold, with the proceeds of such a sale to be used to satisfy the lien.

#### **E. 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.

#### **F. 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) **April 15, July 15, October 15 and January 15.**

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 \_\_\_\_\_, 2015.**

**ATTEST:**

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**By: Debra Robinson, Executive Director  
Faulkner County Council on Aging**

## APPENDIX B

After recording, please return to:  
Lauralee McCool  
City of Conway  
Community Development Department  
1201 Oak St.  
Conway, AR 72032

### ASSIGNMENT OF PROCEEDS AND GRANT OF LIEN BY FAULKNER COUNTY COUNCIL ON AGING TO CITY OF CONWAY FROM POSSIBLE FUTURE SALES

Grantee, FAULKNER COUNTY COUNCIL ON AGING, hereby assigns to CITY OF CONWAY, STATE OF ARKANSAS ("CITY") any and all proceeds from future sale or alienation, as herein described, of the property and any improvements described in the attached description and made a part hereof ("the Premises"). The terms and conditions of said assignment are set forth herein and the Undersigned, Grantee of the City's Community Development Block Grant Program, understands and acknowledges that:

- A. The CITY OF CONWAY has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.
- B. The CITY OF CONWAY has utilized a portion of its Block Grant to enable Grantee to purchase the premises located at 705 E. Siebenmorgan, Conway, AR, 72032, more particularly described in the attached description. The total Block Grant funding for the purpose and rehabilitation of the premises is \$265,736, approximately 13.6% of the total purchase price of the facility.
- C. The purposes for which Block Grant moneys may be expended are limited by federal statutes and regulations, local policies allowable within the framework of such federal statutes and regulations, and an Operating Agreement entered into between the CITY OF CONWAY as Implementor of the Community Development Block Grant Program and each recipient of Block Grant funds within the CITY OF CONWAY, including Grantee.
- D. The purpose for which the City has allocated Block Grant funds to Grantee to enable Grantee to purchase the Premises for public areas of senior citizens' meals, social and wellness activities and transportation services fall within the meaning and scope of applicable federal statutes and regulations enabling City to receive and distribute such

funds. At least 51% of the clientele qualify as low to moderate income households according to the standards of the United State Department of Housing and Urban Development.

- E. The Block Grant funds available to and/or allocated by the City constitute a valuable community resource. In the event Block Grant funds previously allocated for a particular purpose are not or cannot be utilized for such purpose, it is necessary, proper and in the public interest for such funds to revert to the CITY OF CONWAY as Implementor of the Community Development Block Grant Program so that such funds may be reallocated for another purpose.



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

1. In the event that Grantee, for any reason whatsoever, sells, conveys, encumbers, grants, leases or otherwise alienates the Premises, 13.6 percent less 0.68% for every year prior to 2035 from such sale, conveyance, encumbrance, grant of lease minus costs of closing, shall be paid to the City, as Implementor of the Community Development Block Grant Program, which entity shall have a lien for such sums.
2. 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 C and D above, Grantee or its successor in interest shall pay to the City, as Implementor of the Community Development Block Grant Program, 13.6% minus the forgivable portion applicable at the time of sale. The City shall have a lien for such sums.
3. The City is hereby granted the right and privilege, without being required to do so, to enter its instructions and have the same carried out by any escrow holder, bank, financial institution, lender or lessee, to pay directly to the CITY OF CONWAY, as Implementor of the Community Development Block Grant Program, 13.6 percent less 0.68% for every year prior to 2035 of the total proceeds from any sale, conveyance, encumbrance or lease.
4. In the event Grantee's ownership of the Premises is terminated by a foreclosure sale, judicial foreclosure, or deed in lieu of foreclosure, 13.6 percent less 0.68% for every year from 2016 to 2035 shall be paid from foreclosure proceeds, to the extent available, to the City as Implementor of the Community Development Block Grant Program. While not required to do so, they City shall have the right to intervene in any such action and have such proceeds paid directly to it.
5. Either party may have this Assignment recorded in the Records of the County Recorder, such recording to constitute a lien on the Premises, for the percentage as set forth herein.
6. This Assignment shall be terminated 20 years from the date of filing or upon payment of 13.6 percent less 0.68% for every year until 2035. This Assignment 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 \_\_\_\_\_, 2015.

ATTEST:

Faulkner County Council on Aging

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By: Debra Robinson  
Executive Director

**CITY OF CONWAY AND BETHLEHEM HOUSE  
2015 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 27th day of October 2015, 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 transportation services for approximately 200 homeless individuals and their families including fuel, insurance, vehicle maintenance, and staffing of a driver.**

**CDBG will provide \$3,000 toward these services which is approximately 7 percent of the agency’s transportation estimate. All other costs associated with this service will be the responsibility of the Subrecipient.**

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2015 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

**CITY OF CONWAY AND BOYS & GIRLS CLUB OF FAULKNER COUNTY  
2015 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 27th day of October 2015, 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 Boys and Girls Club of Faulkner County (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 transportation services for approximately 400 clients from Conway Schools including fuel, insurance, vehicle maintenance, and staffing of a driver.**

**The Club uses the TANF-EZ Eligibility Form for income verification. Eighty percent of the Faulkner County Boys and Girls Club participants qualify for TANF, which is 185 percent of poverty level. All attendees utilize transportation services.**

**CDBG will provide \$10,000 toward these services which is approximately 15 percent of the agency’s transportation budget. All other costs associated with this service will be the responsibility of the Subrecipient.**

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2015 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

**CITY OF CONWAY AND FAULKNER COUNTY DAY SCHOOL  
2015 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 27th day of October 2015, 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 Faulkner County Day School (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 transportation services for approximately 125 developmentally delayed children and 85 developmentally disabled adults including fuel, insurance, vehicle maintenance, and staffing of a driver.**

**CDBG will provide \$10,000 toward these services, which is approximately 2% of the transportation budget. All other costs associated with this service will be the responsibility of the Subrecipient.**

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2015 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

**CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON AGING  
2015 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 27th day of October 2015, 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 Faulkner County Council on Aging (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 transportation services for an estimated 330 elderly citizens of Conway to the Conway Senior Wellness and Activity Center at 705 E. Siebenmorgan Rd. and also to life-necessary trips. Service shall include fuel, insurance, vehicle maintenance, and staffing of a driver.**

**CDBG will provide \$18,000 toward these services which is approximately 32 percent of the transportation budget. All other costs associated with this service will be the responsibility of the Subrecipient.**

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2015 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

**CITY OF CONWAY AND INDEPENDENT LIVING SERVICES  
2015 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 27th day of October 2015, 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 Independent Living Services (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 transportation services for approximately 100 individuals with developmental and intellectual disabilities to and from work opportunities. The service includes fuel, insurance, vehicle maintenance, and staffing of a driver.**

**CDBG will provide \$15,208 toward these services, which is approximately 38 percent of the agency’s transportation budget. All other costs associated with this service will be the responsibility of the Subrecipient.**

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2015 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

**CITY OF CONWAY AND WOMEN'S SHELTER OF CENTRAL ARKANSAS  
2015 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 27th day of October 2015, 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 Women's Shelter of Central Arkansas (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 transportation services for domestic violence victims and their children serviced by the Women's Shelter of Central Arkansas, Inc. This service includes fuel, insurance, vehicle maintenance, and staffing of a driver.**

**CDBG will provide \$5,000 toward these services which is approximately 40 percent of the agency's transportation estimate. All other costs associated with this service will be the responsibility of the Subrecipient.**

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2015 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





**City of Conway, Arkansas**  
**Ordinance No. O-15-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING FEDERAL FUNDING AND APPROPRIATING GRANT REVENUE TO 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 \$408,554 for FY 2015 funding.

**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 \$408,554 for CDBG activities.

**Section 2.** The City of Conway shall appropriate \$408,554 to the following projects:

\$200,000	Pine Street Area Revitalization
\$65,736	Faulkner County Council on Aging Facility
\$3,000	Bethlehem House Transportation
\$10,000	Boys and Girls Club Transportation
\$18,000	Faulkner County Council on Aging Transportation
\$10,000	Faulkner County Day School Transportation
\$15,208	Independent Living Services Transportation
\$5,000	Women’s Shelter of Central Arkansas Transportation
\$81,610	Administration

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

**PASSED this 27<sup>th</sup> day of October, 2015.**

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



# MEMO

To: Mayor Tab Townsell  
Conway City Council

From: Jack Bell, Chief of Staff

Date: October 20, 2015

Subject: Traffic Calming

The following streets have met the criteria and warrants for the installation of traffic calming speed humps to be paid for by the city:

- Raleigh Drive (Victoria Park) (2)
- Sanders Road (Hendrix Village)

The following streets have met the criteria for installation of traffic calming speed humps to be paid for by the neighborhood:

- Zoysia (Spring Valley) (2)
- Champions Drive (Club Creek) (2) {Pending Final Petition}
- Wilmington Drive (Marlise Manor) {Pending Final Petition}
- Norbert Circle (Marlise Manor) {Pending Final Petition}
- Sherwood Drive (Brookhaven) {Pending Final Petition}

Please advise if you have any questions.



## City of Conway

**Finance Department**

*1201 Oak Street*

*Conway, AR 72032*

Date: October 27, 2015

To: City Council

From: Tyler Winningham, CFO

Re: Disposal of street equipment

I would like to request approval to dispose of and remove the equipment listed below from our asset inventory records.

These items are held at the street department and will be disposed of by selling for their scrap value.

Equipment Model:	VIN #:
460 Badger Excavator	980807
460 Badger Excavator	980902
Badger Excavator	238921
91 Chevy 1-Ton	339127
Ford Dump Truck	70465
Chevy Dump Truck	13963
Dodge Pickup	97115
Dodge Pickup	31066
Mack Truck - Red	10799
Mack Truck - Green	72710
92 Chevy Pickup	74817
95 Flatbed Chevy Dump Truck	100138
Motor Grader	11329
Backhoe	A400622
Asphalt Roller	61291
Chevy Water Truck	100137
Chevy Dually Truck Beds (2)	



# MEMO

**To:** Mayor Tab Townsell

**From:** Finley Vinson, P.E.

**Date:** October 20, 2015

**Re:** Bids for a 1 1/5 Ton Cab and Chassis

The following bids were received at 10:00 AM, Friday, October 16, 2015 at Conway City Hall for the above referenced item. This vehicle will be outfitted with a service bed to replace our mechanic's current service vehicle (a 1999 Ford F-450).

Two bids were received and are summarized below:

Magie Ford Lincoln Co.

*Ford F-450 3 year/36,000 miles Bumper to Bumper warranty or 5 year/60,000 miles Powertrain warranty*

Vehicle \$38,783.00

With Trade-in \$37,283.00

North Point Ford

*New 2016 Ford F-450 w/Full Factory Warranty*

Vehicle \$42,000.00

With Trade-in \$42,000.00 (Trade-in not wanted)

I recommend award of this bid to the low bidder, Magie Ford Lincoln Co. of Morrilton, AR.

Thank you for your consideration.



# MEMO

**To:** Mayor Tab Townsell

**From:** Finley Vinson, P.E.

**Date:** October 20, 2015

**Re:** Highway 365 – Sturgis Rd. (Base & Surfacing)

The following bids were received at 10:30 AM, Wednesday, October 21, 2015 at Conway City Hall for the above referenced project. This project includes approximately 3000' of four-lane median divided road, commonly referred to as the western arterial loop. The project will extend from the existing Sturgis Road overpass west to a temporary Sturgis Road Connection.

Three bids were received and are summarized below. In addition, the full bid tabulations are enclosed.

- |                                      |                |
|--------------------------------------|----------------|
| ○ Bobby Kennedy Construction Company | \$2,591,907.23 |
| ○ Rogers Group Inc.                  | \$2,797,848.18 |
| ○ Crow Paving, Inc.                  | \$3,281,355.41 |
| ○ Engineer's Estimate                | \$3,228,455.91 |

I recommend award of this project to Bobby Kennedy Construction Company. Funding for this project is programmed to come from the pay-as-you-go sales tax, but may require five-year financing.

Thank you for your consideration.

**CITY OF CONWAY**  
**HWY. 365 - STURGIS RD. (BASE & SURF.)(S)**  
**BID TABULATION -SCHEDULE 1**  
**BID OPENING: WEDNESDAY, OCTOBER 21, 10:30 A.M.**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE				Bobby Kennedy Construction Company		Rogers Group Inc.		Crow Paving, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	E1-3.1	Site Preparation	L.S.	1	\$335,000.00	\$335,000.00	\$101,000.00	\$101,000.00	\$124,500.00	\$124,500.00	\$150,000.00	\$150,000.00		
2	E2-6.1	Unclassified Excavation (Plan Quantity)	C.Y.	11,005	\$12.00	\$132,060.00	\$11.25	\$123,806.25	\$9.50	\$104,547.50	\$21.81	\$240,019.05		
3	E2-6.2	Embankment Construction (Plan Quantity)	C.Y.	30,619	\$10.00	\$306,190.00	\$9.85	\$301,597.15	\$12.00	\$367,428.00	\$14.63	\$447,955.97		
4	E2-6.3	Undercut Excavation	C.Y.	11,990	\$21.00	\$251,790.00	\$11.25	\$134,887.50	\$21.00	\$251,790.00	\$15.00	\$179,850.00		
5	E2-6.4	Rock Excavation	C.Y.	1,029	\$70.00	\$72,030.00	\$20.95	\$21,557.55	\$48.00	\$49,392.00	\$10.00	\$10,290.00		
6	E2-6.5	Undercut and Backfill ( Pond Excavation)	C.Y.	1,510	\$25.00	\$37,750.00	\$17.00	\$25,670.00	\$21.00	\$31,710.00	\$20.00	\$30,200.00		
7	E4-5.1	Trench and Excavation System	L.S.	1	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$1,000.00	\$1,000.00	\$2,240.00	\$2,240.00		
8	P1-5.1	Aggregate Base Course (Class 7)	TON	15,040	\$19.89	\$299,145.60	\$17.60	\$264,704.00	\$21.50	\$323,360.00	\$21.00	\$315,840.00		
9	P3-5.1a	ACHM Surface Course (PG 64-22)	TON	566	\$76.00	\$43,016.00	\$74.00	\$41,884.00	\$74.00	\$41,884.00	\$95.00	\$53,770.00		
10	P3-5.1b	ACHM Surface Course (PG 76-22)	TON	3,850	\$88.00	\$338,800.00	\$77.43	\$298,105.50	\$77.43	\$298,105.50	\$81.00	\$311,850.00		
11	P3-5.1c	ACHM Binder Course (PG 76-22)	TON	3,729	\$77.00	\$287,133.00	\$67.42	\$251,409.18	\$67.42	\$251,409.18	\$75.40	\$281,166.60		
12	P5-5.1	Concrete Driveways	S.Y.	71	\$50.00	\$3,550.00	\$38.25	\$2,715.75	\$40.00	\$2,840.00	\$41.30	\$2,932.30		
13	I1-5.1	Maintenance of Traffic	L.S.	1	\$100,000.00	\$100,000.00	\$56,000.00	\$56,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00		
14	I2-4.1	Concrete Ditch Paving	S.Y.	854	\$32.72	\$27,942.88	\$40.05	\$34,202.70	\$46.00	\$39,284.00	\$54.00	\$46,116.00		
15	I3-6.1a	18" Reinforced Concrete Pipe, Class III	L.F.	297	\$57.06	\$16,946.82	\$30.00	\$8,910.00	\$42.00	\$12,474.00	\$148.00	\$43,956.00		
16	I3-6.1b	24" Reinforced Concrete Pipe, Class III	L.F.	270	\$65.00	\$17,550.00	\$35.00	\$9,450.00	\$61.00	\$16,470.00	\$139.00	\$37,530.00		
17	I3-6.1c	36" Reinforced Concrete Pipe, Class III	L.F.	86	\$82.50	\$7,095.00	\$109.00	\$9,374.00	\$95.00	\$8,170.00	\$196.00	\$16,856.00		
18	I3-6.1d	42" Reinforced Concrete Pipe, Class III	L.F.	1,003	\$122.56	\$122,927.68	\$147.00	\$147,441.00	\$130.00	\$130,390.00	\$265.36	\$266,156.08		
19	I3-6.1e	54" Reinforced Concrete Pipe, Class III	L.F.	676	\$183.00	\$123,708.00	\$200.00	\$135,200.00	\$220.00	\$148,720.00	\$291.50	\$197,054.00		
20	I3-6.1f	60" Reinforced Concrete Pipe, Class III	L.F.	184	\$256.00	\$47,104.00	\$250.00	\$46,000.00	\$250.00	\$46,000.00	\$292.00	\$53,728.00		
21	I3-6.2b	24" Reinforced Concrete Flared End Section	EACH	9	\$1,149.43	\$10,344.87	\$1,400.00	\$12,600.00	\$1,700.00	\$15,300.00	\$1,200.00	\$10,800.00		
22	I3-6.2c	36" Reinforced Concrete Flared End Section	EACH	1	\$1,676.39	\$1,676.39	\$2,230.00	\$2,230.00	\$3,000.00	\$3,000.00	\$2,550.00	\$2,550.00		
23	I3-6.2d	42" Reinforced Concrete Flared End Section	EACH	1	\$2,564.14	\$2,564.14	\$2,265.00	\$2,265.00	\$4,000.00	\$4,000.00	\$3,450.00	\$3,450.00		
24	I3-6.2e	60" Reinforced Concrete Flared End Section	EACH	1	\$4,165.65	\$4,165.65	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00	\$4,950.00	\$4,950.00		
25	I5-6.1a	Drop Inlet (Type MO)	EACH	15	\$3,115.59	\$46,733.85	\$2,950.00	\$44,250.00	\$3,100.00	\$46,500.00	\$3,670.00	\$55,050.00		
26	I5-6.1b	Drop Inlet (Type Special)	EACH	3	\$3,500.00	\$10,500.00	\$2,500.00	\$7,500.00	\$2,800.00	\$8,400.00	\$3,175.00	\$9,525.00		
27	I5-6.1c	Junction Box (Type ST)	EACH	4	\$6,601.66	\$26,406.64	\$5,400.00	\$21,600.00	\$6,000.00	\$24,000.00	\$6,410.00	\$25,640.00		
28	I8-5.1a	Asphalt Pavement Repair	S.Y.	50	\$164.00	\$8,200.00	\$20.00	\$1,000.00	\$50.00	\$2,500.00	\$56.00	\$2,800.00		
29	I8-5.1b	Temporary Pavement Repair	S.Y.	50	\$80.00	\$4,000.00	\$20.00	\$1,000.00	\$50.00	\$2,500.00	\$56.00	\$2,800.00		
30	I9-5.1	Guardrail (Type A)	L.F.	225	\$19.15	\$4,308.75	\$20.00	\$4,500.00	\$21.00	\$4,725.00	\$21.60	\$4,860.00		
31	I9-5.2	Terminal Anchor Post (Type 1)	EACH	1	\$762.65	\$762.65	\$750.00	\$750.00	\$800.00	\$800.00	\$810.00	\$810.00		
32	I9-5.3	Thrie Beam Guardrail Terminal	EACH	2	\$1,466.79	\$2,933.58	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,620.00	\$3,240.00		
33	I9-5.4	Guardrail Terminal (Type 2)	EACH	1	\$2,063.27	\$2,063.27	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,160.00	\$2,160.00		
34	I11-4.1	Seeding	ACRE	7	\$2,895.00	\$21,423.00	\$3,000.00	\$22,200.00	\$2,000.00	\$14,800.00	\$2,160.00	\$15,984.00		
35	I12-5.1	Temporary Erosion Control	L.S.	1	\$57,557.80	\$57,557.80	\$40,000.00	\$40,000.00	\$24,000.00	\$24,000.00	\$27,000.00	\$27,000.00		
36	I13-5.1	Sodding	S.Y.	2,107	\$5.00	\$10,535.00	\$5.00	\$10,535.00	\$6.00	\$12,642.00	\$4.05	\$8,533.35		
37	I16-5.1	Sidewalk	S.Y.	1,803	\$35.00	\$63,105.00	\$31.05	\$55,983.15	\$32.00	\$57,696.00	\$39.00	\$70,317.00		
38	I17-5.1	Concrete Curb and Gutter	L.F.	10,166	\$14.88	\$151,270.08	\$9.50	\$96,577.00	\$10.00	\$101,660.00	\$10.26	\$104,303.16		
39	I18-4.1	Roadway Construction Control	L.S.	1	\$70,000.00	\$70,000.00	\$38,000.00	\$38,000.00	\$50,000.00	\$50,000.00	\$50,500.00	\$50,500.00		
40	I19-6.1	Mailbox Relocation	EA.	16	\$175.00	\$2,800.00	\$100.00	\$1,600.00	\$150.00	\$2,400.00	\$168.00	\$2,688.00		
41	T1-5.1a	Thermoplastic Pavement Marking - 4" White	L.F.	3,995	\$0.60	\$2,397.00	\$1.45	\$5,792.75	\$1.00	\$3,995.00	\$1.08	\$4,314.60		
42	T1-5.1b	Thermoplastic Pavement Marking - 6" White	L.F.	200	\$3.09	\$618.00	\$5.45	\$1,090.00	\$2.00	\$400.00	\$2.16	\$432.00		
43	T1-5.1c	Thermoplastic Pavement Marking - 8" White	L.F.	337	\$2.35	\$791.95	\$6.75	\$2,274.75	\$3.00	\$1,011.00	\$3.24	\$1,091.88		



ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE				Bobby Kennedy Construction Company		Rogers Group Inc.		Crow Paving, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
44	T1-5.1d	Thermoplastic Pavement Marking - 12" White	L.F.	213	\$6.43	\$1,369.59	\$14.00	\$2,982.00	\$20.00	\$4,260.00	\$21.60	\$4,600.80		
45	T1-5.1e	Thermoplastic Pavement Marking - 4" Yellow	L.F.	4,106	\$0.58	\$2,381.48	\$1.45	\$5,953.70	\$1.00	\$4,106.00	\$1.08	\$4,434.48		
46	T1-5.1f	Thermoplastic Pavement Marking - 8" Yellow	L.F.	67	\$3.31	\$221.77	\$6.75	\$452.25	\$2.00	\$134.00	\$2.16	\$144.72		
47	T1-5.1g	Thermoplastic Pavement Marking - 12" Yellow	L.F.	135	\$5.00	\$675.00	\$14.50	\$1,957.50	\$20.00	\$2,700.00	\$21.60	\$2,916.00		
48	T1-5.1h	Thermoplastic Pavement Marking (Words)	EA.	5	\$247.87	\$1,239.35	\$290.00	\$1,450.00	\$400.00	\$2,000.00	\$432.00	\$2,160.00		
49	T1-5.1i	Thermoplastic Pavement Marking (Arrows)	EACH	5	\$201.25	\$1,006.25	\$330.00	\$1,650.00	\$300.00	\$1,500.00	\$324.00	\$1,620.00		
50	T1-5.2	Raised Pavement Markers (Type II)	EACH	185	\$8.10	\$1,498.50	\$8.45	\$1,563.25	\$10.00	\$1,850.00	\$10.80	\$1,998.00		
51	T1-5.3a	High Performance Contrast Marking Tape - 4" White	L.F.	98	\$6.78	\$664.44	\$11.60	\$1,136.80	\$10.00	\$980.00	\$10.80	\$1,058.40		
52	T1-5.3b	High Performance Contrast Marking Tape - 4" Yellow	L.F.	390	\$7.16	\$2,792.40	\$11.60	\$4,524.00	\$10.00	\$3,900.00	\$10.80	\$4,212.00		
53	T2-4.1a	Guide Sign (Roadside Mounted)	S.F.	28	\$23.65	\$669.30	\$85.00	\$2,405.50	\$90.00	\$2,547.00	\$91.80	\$2,597.94		
54	T2-4.1b	Standard Roadside Sign	S.F.	190	\$15.53	\$2,947.59	\$70.00	\$13,286.00	\$80.00	\$15,184.00	\$75.60	\$14,348.88		
55	M8-6.1	Modular Block Retaining Wall	S.F.	3,770	\$31.60	\$119,132.00	\$35.00	\$131,950.00	\$20.00	\$75,400.00	\$18.36	\$69,217.20		
56	M3-4.1	Cold Milling Asphalt Pavement	S.Y.	514	\$2.26	\$1,161.64	\$6.00	\$3,084.00	\$6.00	\$3,084.00	\$17.00	\$8,738.00		
57	M5-5.1	Pipe Embedment	C.Y.	300	\$26.00	\$7,800.00	\$24.50	\$7,350.00	\$28.00	\$8,400.00	\$40.00	\$12,000.00		

TOTALS

\$3,228,455.91

\$2,591,907.23

\$2,797,848.18

\$3,281,355.41

City of Conway to Use Unit Price





City of Conway, Arkansas  
Ordinance No. O-15-\_\_\_

**AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN LANDS COMPRISED OF 16.96 ACRES LOCATED SOUTH OF BRONNIE LANE, EAST OF AR HWY #365 AND WEST OF I-40 TO THE CITY OF CONWAY, ARKANSAS WITH A ZONING OF A-1; AND FOR OTHER PURPOSES:**

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

**Section 1:** That the City of Conway, Arkansas, hereby accepts the hereinafter described territory, annexed to said City by order of the County Court of Faulkner County, Arkansas heretofore entered on **October 27, 2015** and said territory being situated in Faulkner County, Arkansas, shall be a part of the City of Conway and shall be rezoned **A-1** and described as follows:

A PART OF THE NW ¼ SW ¼ OF SECTION 20, T5N, R13W, FAULKNER COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID NW ¼ SW ¼; THENCE ALONG THE NORTH LINE OF NW ¼ SW ¼ SOUTH 89 DEGREES 18 MINUTES 56 SECONDS EAST, 333.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, 507.24 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00 DEGREES 38 MINUTES 09 SECONDS EAST, 245.00 FEET; THENCE SOUTH 01 DEGREES 44 MINUTES 10 SECONDS WEST, 1091.70 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 32 SECONDS WEST, 311.56 FEET; THENCE NORTH 33 DEGREES 21 MINUTES 40 SECONDS EAST, 500.00 FEET; THENCE NORTH 59 DEGREES 28 MINUTES 46 SECONDS WEST, 117.77 FEET; THENCE NORTH 73 DEGREES 14 MINUTES 58 SECONDS WEST, 130.83 FEET; THENCE NORTH 78 DEGREES 46 MINUTES 52 SECONDS WEST, 226.16 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 37 SECONDS WEST, 778.22 FEET TO THE POINT OF BEGINNING, CONTAINING 11.48 ACRES, MORE OR LESS. RESERVING THE EAST, 30.0 FEET OF THE NORTH 300.0 FEET FOR PUBLIC ROAD EASEMENT PURPOSES.

A TRACT OF LAND LOCATED IN PART OF THE NW1/4 SW1/4 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 13 WEST, FAULKNER COUNTY, ARKANSAS, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT A RAILROAD SPIKE FOR THE NORTHWEST CORNER OF SAID NW1/4 SW1/4, THENCE RUN ALONG THE NORTH LINE OF SAID NW1/4 SW1/4 S88°18'12"E, 840.08 FEET; THENCE LEAVING SAID NORTH LINE RUN S01°08'17"W, 237.34 FEET TO A SET 1/2" REBAR W/CAP (PLS 1363) FOR THE POINT OF BEGINNING; THENCE RUN S88°48'46"E, 369.06 FEET TO A 1/2" REBAR ON THE EAST RIGHT OF WAY OF INTERSTATE #40; THENCE RUN ALONG SAID EAST RIGHT OF WAY S10°18'31"E, 530.10 FEET TO A CONCRETE R/W MARKER; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY S01°49'04"W, 39.84 FEET TO A SET 1/2" REBAR W/CAP (PLS 1363); THENCE LEAVING SAID EAST RIGHT OF WAY RUN N87°45'38"W, 484.46 FEET TO A SET 1/2" REBAR W/CAP (PLS 1363); THENCE RUN N02°14'22"E, 550.50 FEET TO THE POINT OF BEGINNING, CONTAINING 5.48 ACRES MORE OR LESS.

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

**Section 2:** That the City of Conway hereby accepts the following section of street as public street for maintenance and for the purpose of providing street frontage for the issuance of building permits.

The portion of Bronnie Lane that fronts upon this property



**Section 3:** From and after this date, all inhabitants residing within and upon the hereinabove described lands and territory shall have and enjoy all the rights and privileges of, and be subject to all the laws, rules, ordinances, limitations and regulations imposed upon the inhabitants within the original limits of said City of Conway, Arkansas, and for voting purposes, said lands are hereby assigned to and designated as part of **Ward 4** of the City of Conway, Arkansas.

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

**PASSED** this 27<sup>th</sup> day of October, 2015.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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

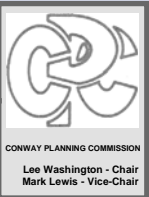
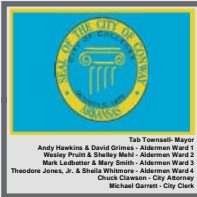
# CITY OF CONWAY

## THORNTON -- BLASIOLI -- ANNEXATION

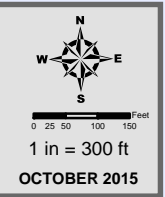


**DESCRIPTION**

**BLASIOLI & THORNTON  
ANNEXATION  
ZONE COUNTY TO A-1  
22.5 ACRES**

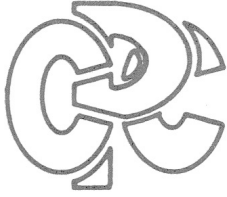


<ul style="list-style-type: none"> <li>INTERSTATE</li> <li>MAJOR ARTERIAL</li> <li>MINOR ARTERIAL</li> <li>COLLECTOR</li> <li>RESIDENTIAL</li> <li>PRIVATE ROAD</li> <li>INTERSTATE RAMP</li> <li>RAILROADS</li> </ul>	<ul style="list-style-type: none"> <li>LOT LINE</li> <li>STREAMS</li> <li>LAKES &amp; PONDS</li> <li>CITY LIMITS</li> </ul>	<b>Residential</b> R-1 R-2A R-2 HR SR	<b>Industrial</b> MF-1 MF-2 MF-3 RMH	<b>Commercial Office</b> C-1 C-2 C-3 C-4	<b>Special</b> SP S-1 A-1 PUD TJ
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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. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

**CONTACT INFORMATION**  
 WWW.CONWAYPLANNING.ORG/GIS  
 E-MAIL: Jason.Lyon@CityOfConway.org



# CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

## MEMO

**To: Mayor Tab Townsell**  
**CC: City Council Members**

**From: Lee Washington, Planning Commission Chairman**  
**Date: October 20, 2015**

**Re: Request for annexation of property located at east of east of AR Hwy #365, south of Bronnie Lane, and west of I-40**

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A request for annexation with A-1 zoning of those lands located east of AR Hwy #365/S Harkrider Street, south of Bronnie Lane, and west of I-40/US Hwy #65 with the legal description:

A Part Of The Nw ¼ Sw ¼ Of Section 20, T5N, R13W, Faulkner County, Arkansas, More Particularly Described As Beginning At The Northwest Corner Of Said Nw ¼ Sw ¼; Thence Along The North Line Of Nw ¼ Sw ¼ South 89 Degrees 18 Minutes 56 Seconds East, 333.76 Feet To The Point Of Beginning; Thence Continuing Along Said North Line South 89 Degrees 18 Minutes 54 Seconds East, 507.24 Feet; Thence Leaving Said North Line South 00 Degrees 38 Minutes 09 Seconds East, 245.00 Feet; Thence South 01 Degrees 44 Minutes 10 Seconds West, 1091.70 Feet; Thence North 89 Degrees 04 Minutes 32 Seconds West, 311.56 Feet; Thence North 33 Degrees 21 Minutes 40 Seconds East, 500.00 Feet; Thence North 59 Degrees 28 Minutes 46 Seconds West, 117.77 Feet; Thence North 73 Degrees 14 Minutes 58 Seconds West, 130.83 Feet; Thence North 78 Degrees 46 Minutes 52 Seconds West, 226.16 Feet; Thence North 01 Degrees 00 Minutes 37 Seconds West, 778.22 Feet To The Point Of Beginning, Containing 11.48 Acres, More Or Less. Reserving The East, 30.0 Feet Of The North 300.0 Feet For Public Road Easement Purposes.

A Tract Of Land Located In Part Of The Nw1/4 Sw1/4 Of Section 20, Township 5 North, Range 13 West, Faulkner County, Arkansas, Being Further Described As Follows: Commencing At A Railroad Spike For The Northwest Corner Of Said Nw1/4 Sw1/4, Thence Run Along The North Line Of Said Nw1/4 Sw1/4 S88°18'12"E, 840.08 Feet; Thence Leaving Said North Line Run S01°08'17"W, 237.34 Feet To A Set 1/2" Rebar W/Cap (Pls 1363) For The Point Of Beginning; Thence Run S88°48'46"E, 369.06 Feet To A 1/2" Rebar On The East Right Of Way Of Interstate #40; Thence Run Along Said East Right Of Way S10°18'31"E, 530.10 Feet To A Concrete R/W Marker; Thence Continue Along Said East Right Of Way S01°49'04"W, 39.84 Feet To A Set 1/2" Rebar W/Cap (Pls 1363); Thence Leaving Said East Right Of Way Run N87°45'38"W, 484.46 Feet To A Set 1/2" Rebar W/Cap (Pls 1363); Thence Run N02°14'22"E, 550.50 Feet To The Point Of Beginning, Containing 5.48 Acres More Or Less.

was reviewed by the Planning Commission at its regular meeting on October 20, 2015. The Planning Commission voted 7-0 that the request be sent to the City Council with a recommendation for approval pending release of the lands by the Faulkner County Court.

Please advise if you have any questions.

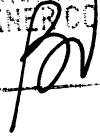
FILED

2015 OCT 21 AM 9: 28

**IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSAS**

TIMOTHY DARTER  
FAULKNER COUNTY CLERK

**CH10, LLC and JOHN BLASIOLI, PETITIONERS**

BY:  DC

**NO. 2015-03**

**ORDER**

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

- 1) A petition for annexation was filed on or about September 16, 2015.
- 2) All appropriate signatures were affixed to the Petition, as required by A.C.A. 14-40-601(b).
- 3) The petition and associated information was advertised in the newspaper of general circulation one time per week for three consecutive weeks.
- 4) The proposed site to be annexed was adequately described in the Petition as:

A part of the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 20, Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as beginning at the northwest corner of said NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ; thence along the north line of NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  south 89 degrees 18 minutes 56 seconds east, 333.76 feet to the point of beginning; thence continuing along said north line south 89 degrees 18 minutes 54 seconds east, 507.24 feet; thence leaving said north line south 00 degrees 38 minutes 09 seconds east, 245.00 feet; thence south 01 degree 44 minutes 10 seconds west, 1,091.70 feet; thence north 89 degrees 04 minutes 32 seconds west, 311.56 feet; thence north 33 degrees 21 minutes 40 seconds east, 500.00 feet; thence north 59 degrees 28 minutes 46 seconds west, 117.77 feet; thence north 73 degrees 14 minutes 58 seconds west, 130.83 feet; thence north 78 degrees 46 minutes 52 seconds west, 226.16 feet; thence north 01 degree 00 minutes 37 seconds west, 778.22 feet to the point of beginning, containing 11.48 acres, more or less. RESERVING the east 30 feet of the north 300.0 feet for public road easement purposes. AND

A tract of land located in part of the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 20, Township 5 North, Range 13 West, Faulkner County, Arkansas, being further described as follows: commencing at a railroad spike for the northwest corner of said NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ; thence run along the north line of said NW

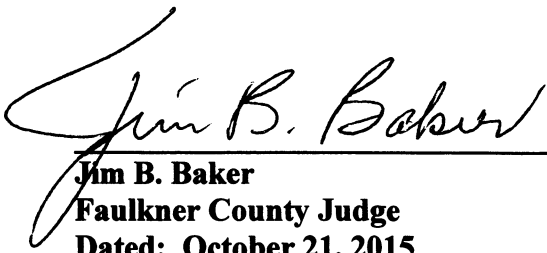
¼ SW ¼ south 88 degrees 18 minutes 12 seconds east, 840.08 feet; thence leaving said north line run south 01 degree 08 minutes 17 seconds west, 237.34 feet to a set 1/2" rebar w/cap (PLS 1363) for the point of beginning; thence run south 88 degrees 48 minutes 46 seconds east, 369.06 feet to a ½" rebar on the east right of way of interstate #40; thence run along said east right of way south 10 degrees 18 minutes 31 seconds east, 530.10 feet to a concrete right-of-way marker; thence continue along said east right-of-way south 01 degree 49 minutes 04 seconds west, 39.84 feet to a set ½" rebar w/cap (PLS 1363); thence leaving said east right of way run north 87 degrees 45 minutes 38 seconds west, 484.46 feet to a set ½" rebar w/cap (PLS 1363); thence run north 02 degrees 14 minutes 22 seconds east, 550.50 feet to the point of beginning, containing 5.48 acres, more or less;

and further displayed a map of the proposed site to be annexed.

5) Based on the above premises, the Petitioners' prayer is right and proper.

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

**IT IS SO ORDERED.**

  
\_\_\_\_\_  
**Jim B. Baker**  
**Faulkner County Judge**  
**Dated: October 21, 2015**



City of Conway, Arkansas  
Ordinance No. O-15-\_\_\_

**AN ORDINANCE AMENDING THE OLD CONWAY DESIGN OVERLAY GUIDELINES AS ADOPTED BY ORDINANCE O-11-27 AND THE ROBINSON HISTORIC DISTRICT GUIDELINES AS ADOPTED BY ORDINANCE O-10-12; REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**Whereas,** The City of Conway would like to amend the Robinson Historic District and Old Conway Design Overlay District Guidelines concerning sidewalks and allowed building materials and;

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

**Section 1.** The City of Conway shall amend the Old Conway Design Overlay District Guidelines as adopted by Ordinance O-11-27 as described below:

**A. Suburban Zone Standards. Site. Sidewalks shall be amended to read as follows:**

A sidewalk shall be constructed or repaired as part of new construction in the Old Conway Design Overlay District.

Sidewalk Exception:

Sidewalks are not required with the construction of an **addition** or outbuilding with a footprint area less than 30% of the primary structure's footprint.

Sidewalks are historically correct and add an essential pedestrian element to the area. Sidewalks shall be constructed/repaired for all street frontages and shall be 5 feet wide unless the width differs historically. ~~Sidewalks shall pass through driveways.~~

If sidewalks are not prevalent in the area or not technically feasible due to utilities, easements, rights of way, etc., an in-lieu fee of \$3 per square foot may be paid into the general sidewalk fund to be used within the boundaries of the Old Conway area. The Conway Historic District Commission will determine if a request for a sidewalk exception is reasonable. **The maximum residential in-lieu fee shall be \$1875. This per square foot in-lieu fee shall be reviewed by the City Council at least every 5 years.**

**C. Urban Zone. Building Materials, Paragraph 3 shall be amended to read as follows:**

Prohibited materials shall include wood siding, pressed wood siding, composite siding, vinyl siding, **and** all forms of sheet metal sheathing, ~~and exterior insulated finishing systems (EIFS).~~ **Exterior insulated finishing systems (EIFS) are discouraged. (EIFS) shall only be applied in upper story areas or other areas not susceptible to impact damage.** These materials are not contextual to Old Conway and are generally perceived to be less permanent in nature, therefore they are not appropriate for use within the Urban Zone.

**Section 2.** The City of Conway shall amend the Robinson District Guidelines as adopted by Ordinance O-10-12. Section 11. Determination On an Application. M. with the addition of the following text:

**M. A sidewalk shall be constructed or repaired as part of new construction in the Robinson Historic District.**

**Sidewalk Exception:**

**Sidewalks are not required with the construction of an addition or outbuilding with a footprint area less than 30% of the primary structure's footprint. Sidewalks are historically correct and add an essential pedestrian element to the area. Sidewalks shall be**

***constructed/repared for all street frontages and shall be 5 feet wide unless the width differs historically.***

***If sidewalks are not prevalent in the area or not technically feasible due to utilities, easements, rights of way, etc., an in-lieu fee of \$3 per square foot may be paid into the general sidewalk fund to be used within the boundaries of the Old Conway area. The Conway Historic District Commission will determine if a request for a sidewalk exception is reasonable. The maximum residential in-lieu fee shall be \$1875.***

**Section 3.** That this ordinance is necessary for the protection, peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

**PASSED** this 27<sup>th</sup> day of October, 2015

**Approved:**

---

**Mayor Tab Townsell**

**Attest:**

---

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



1201 Oak Street  
Conway, AR 72032

T 501.450.6105  
F 501.450.6144

[www.conwayplanning.org](http://www.conwayplanning.org)

October 20, 2015

## MEMO

From: Bryan Patrick, Historic District Commission Staff

To: Mayor and City Council

The Conway Historic District Commission has discussed and recommends adoption of amendments to the Old Conway Historic District and Robinson District guidelines concerning allowed building materials and sidewalks.

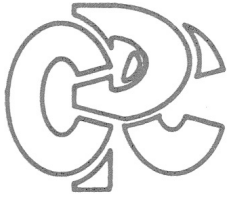
**Building Materials:** The Old Conway Design Overlay District urban construction guidelines currently do not allow exterior insulated finishing systems (EIFS). This material is commonly referred to as "Dryvit" (a specific brand). The material is a modern substitute for cementitious stucco. The HDC would like to amend the Urban guidelines to allow EIFS in lieu of true stucco. However, EIFS is only allowed in upper story areas not susceptible to impact damage.

**Sidewalks:** Currently in the Old Conway Design Overlay District, sidewalks construction is required for all new construction, additions above 75 square feet, and 160 square foot or larger outbuildings. Sidewalk construction is not required in the Robinson Historic District. In order to more closely match city-wide sidewalk construction standards the HDC recommends that sidewalks be constructed with all new construction projects in the Old Conway Overlay and the Robinson Historic District with the following exceptions:

Sidewalks are not required with the construction of an addition or outbuilding with a footprint area less than 30% of the primary structure's footprint.

The HDC also decides whether an in-lieu fee may be applicable as opposed to sidewalk construction. If sidewalks are not prevalent in the area or technically feasible due to utilities, easements, rights of way, etc., an in-lieu fee of \$3 per square foot may be paid into the general sidewalk fund to be used within the boundaries of the Old Conway area. An amendment is proposed to allow, like other residential areas of Conway, a maximum residential in-lieu fee of \$1875.



**CONWAY PLANNING COMMISSION**

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

**MEMO**

**To: Mayor Tab Townsell**  
**CC: City Council Members**

**From: Lee Washington, Planning Commission Chairman**  
**Date: October 20, 2015**

**Re: Conditional Use Permit amendment request to allow extended restaurant hours of operation for property located at 3725 College Avenue**

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A request to amend conditional use permit no. 1323 to allow extended restaurant hours of operation for property located at 3725 College Avenue with the legal description:

Being a part of the N ½ SE ¼, of Section 9, T-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at the NW corner of the NE ¼ SE ¼ of said Section 9; thence N 89°56'10" E along the North line of said NE ¼ SE ¼ 372.6 feet; thence S 0°28'26"W 400.0 feet; thence S 89°56'20"W 624.8 feet; thence N 9°17'47" East 404.29 feet to the North line of the NW ¼ SE ¼ of said Section 9; thence N 89°36'36" E 190.2 feet to the point of beginning, containing 5.45 acres, more or less.

was reviewed by the Planning Commission at its regular meeting on October 19, 2015. The Planning Commission voted 7-0 that this request be forwarded to the City Council with a recommendation for approval subject to the below amended condition no. 1, extending the restaurant hours of operation to begin at 6:00 am. All other conditions remain the same.

Conditions:

1. **Restaurant hours of operation are limited to 6:00 am to 11:00 pm**
2. Restaurant shall not have drive through service.
3. Outdoor sound system use beyond the roof but open air is limited to 8:00 pm, excluding the PA system which is unlimited use.  
No restrictions, restraints on equestrian, rodeo and horseback events. It cannot violate the City's sound ordinance. Music or entertainment style events are limited to 11:00 pm on Friday and Saturday only, and 9:00 pm Sunday through Thursday.
4. Additional parking spaces are required for restaurant. Design and number of spaces must meet development review standards. Gravel overflow parking areas are allowed for the event center. Additional parking details shall be developed with Planning staff.
5. Landscaping required per development review standards.
6. All lighting must be inward, downward, and shrouded.
7. ~~The conditional use is valid for six (6) months from the end of cease and desist order. Applicant must return for City Council review and re-approval in October~~

~~2013. As required by City Ordinance O-06-128 and referenced "Flood Damage Prevention Code for the City of Conway, Arkansas", no fill or structures shall be placed in the floodway or floodplain without securing a "Floodplain Development Permit" followed by full compliance with the permit conditions and receipt of a "Certificate of Compliance" with the Permit. The "Certificate of Compliance" shall be received within six months of any fill or structures placed in the floodplain or floodway. Failure to comply with this condition will result in immediate revocation of the conditional use.~~

8. Up to 20 recreational vehicle hookups maximum are allowed for overnight equestrian event participants. RV parking/hookup area is not allowed in the floodplain/floodway area if at all possible. Any RV parking/hookups in the floodway/floodplain area require approval of the City Engineer as outlined in condition 8.
9. This conditional use permit is tied to this applicant, Ms. Letitia McMaster, only. The permit does not run with the land.

Please advise if you have any questions.

# CONDITIONAL USE PERMIT

## CITY OF CONWAY, ARKANSAS

PROPERTY DESCRIPTION / ADDRESS / LOCATION:

This conditional use is for property located at 3725 College Avenue with the legal description

Being a part of the N ½ SE ¼, of Section 9, T-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at the NW corner of the NE ¼ SE ¼ of said Section 9; thence N 89°56'10" E along the North line of said NE ¼ SE ¼ 372.6 feet; thence S 0°28'26"W 400.0 feet; thence S 89°56'20"W 624.8 feet; thence N 9°17'47" East 404.29 feet to the North line of the NW ¼ SE ¼ of said Section 9; thence N 89°36'36" E 190.2 feet to the point of beginning, containing 5.45 acres, more or less.

ZONING:   O-1  

CONDITIONAL USE PERMITTED TO LETITIA MCMASTER FOR:   A public stable and equestrian related events, an events center with non-equestrian related events, and a restaurant.  

DATE OF COUNCIL MEETING ALLOWING PERMITTED USE:                     April 9, 2013                    

CONDITIONS ATTACHED TO PERMIT:

1. Restaurant hours of operation are limited to 11:00 a.m. to 11:00 p.m.
2. Restaurant shall not have drive through service.
3. Outdoor sound system use beyond the roof but open air is limited to 8:00 p.m., excluding the PA system which is unlimited use.  
No restrictions, no restraints on equestrian, rodeo and horseback events. It cannot violate the City's sound ordinance. Music or entertainment style events are limited to 11:00 p.m. on Friday and Saturday only, and 9:00 p.m. Sunday through Thursday.
4. Additional parking spaces are required for restaurant. Design and number of spaces must meet development review standards. Gravel overflow parking areas are allowed for the event center. Additional parking details shall be developed with the Planning staff.
5. Landscaping required per development review standards.
6. All lighting must be inward, downward, and shrouded.
7. ~~The conditional use is valid for six (6) months from end of cease and desist order. Applicant must return for City Council review and re-approval in October 2013.~~
8. As required by City Ordinance O-06-128 and referenced "Flood Damage Prevention Code for the City of Conway, Arkansas", no fill or structures shall be placed in the floodway or floodplain without securing a "Floodplain Development Permit" followed by full compliance with the permit conditions and receipt of a "Certificate of Compliance" with the Permit. The "Certificate of Compliance" shall be received within six months of any fill or structures placed in the floodplain or floodway. Failure to comply with this condition will result in immediate revocation of the conditional use.
9. Up to 20 recreational vehicle hookups maximum are allowed for overnight equestrian event participants. RV parking/hookup area is not allowed in the floodplain/floodway area if at all possible. Any RV parking/hookups in the floodway/floodplain area require approval of the City Engineer as outlined in condition 8.
10. This conditional use permit is tied to this applicant, Ms. Letitia McMaster only. The permit does not run with the land.

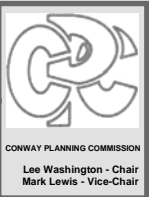
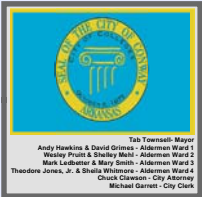
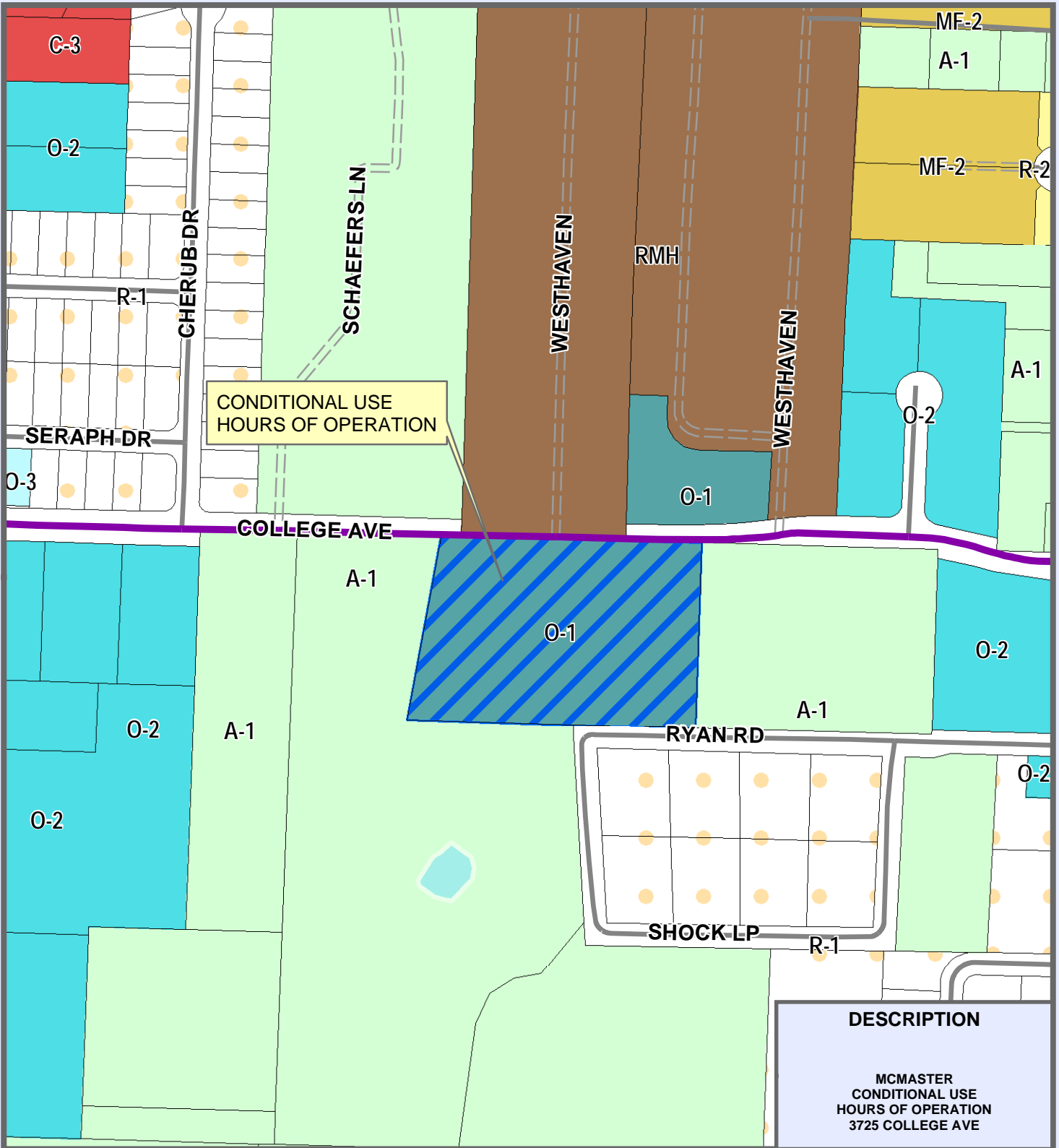
APPROVED:

  
\_\_\_\_\_  
Tab Townsell, Mayor

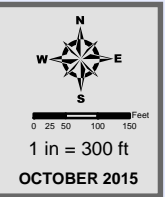
  
\_\_\_\_\_  
Date

# CITY OF CONWAY

## MCMASTER -- CONDITIONAL USE



INTERSTATE	LOT LINE	<b>Residential</b>	<b>Industrial</b>
MAJOR ARTERIAL	STREAMS	R-1	I-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	RU-1
COLLECTOR	CITY LIMITS	R-2	I-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		<b>Commercial Office</b>	<b>Special</b>
RAILROADS		C-1	SP
		C-2	S-1
		C-3	A-1
		C-4	PUD
			TJ



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. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

**CONTACT INFORMATION**  
 WWW.CONWAYPLANNING.ORG/GIS  
 E-MAIL: Jason.Lyon@CityOfConway.org

Printing Date: 10/20/2015  
 File: C:\GIS\Mapa\Planning Commission\2015\10\20\MCMASTER\_USE.mxd  
 Printed By: jlyon



**City of Conway, Arkansas**  
**Ordinance No. O-15-\_\_\_\_\_**

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

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

Various Companies	\$ 5,452.99	Extra Duty Services
Insurance Companies	\$ 887.86	Insurance Proceeds
District Court	\$ 90.00	Restitution

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

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

**Section 1.** The City of Conway shall appropriate funds from Various Companies in the amount of \$5,452.99 from 001.121.4185 to the CPD overtime expense account, 001.121.5114.

**Section 2.** The City of Conway shall appropriate insurance proceed funds in the amount of \$887.86 from 001.119.4360 to the CPD Fleet maintenance expense account, 001.121.5450.

**Section 3.** The City of Conway shall appropriate funds from District Court t in the amount of \$90.00 from 001.121.4184 to the CPD uniform expense account, 001.121.5670.

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

**PASSED** this 27<sup>th</sup> day of October, 2015.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



**City of Conway, Arkansas  
Ordinance No. O-15-\_\_\_\_**

**AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT FUNDS FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway Police Department has been awarded grant funds in the amount of \$20,000 through the Arkansas State Police Highway Safety Office for equipment purchases for the Arkansas Electronic Citation and Crash Report System.

**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 totaling \$20,000 and appropriate from State Grant Revenue account 399.000.4201 into the Accountable Equipment expense account 399.121.5650.

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

**PASSED** this 27<sup>th</sup> day of October, 2015.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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