



City of Conway Council Agenda

<u>Council Meeting Date:</u>	September 25th, 2018
<u>5:30pm - Committee Meeting:</u>	No Committee Meeting
<u>6:30pm:</u>	Council Meeting
<u>Call to Order:</u>	Mayor Bart Castleberry
<u>Roll Call:</u>	Michael O. Garrett, City Clerk/Treasurer
<u>Minutes Approval:</u>	September 11 th , 2018

Approval of Monthly Financial Report ending in August 31st. 2018

Mayor Bart Castleberry

City Clerk Michael O. Garrett
City Attorney Chuck Clawson

City Council Members

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Wesley Pruitt

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Mark Ledbetter

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Isby

1. Report of Standing Committees:

A. Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, Engineering, & Airport)

1. Resolution setting a public hearing to discuss vacating a portion of a utility easement on Lot 2, The Grove at Conway.
2. Resolution requesting the Faulkner County Tax Collector to place certified lien on property located at 108 Fairway Lane as a result of incurred expenses by the City.
3. Resolution adopting the Pedestrian Master Plan for the City of Conway.
4. Ordinance appropriating funds for professional services and approval of grant application for the Street & Engineering Department.
5. Ordinance appropriating funds and approving professional services for the Donaghey Avenue Improvement project.
6. Ordinance amending Ordinance O-09-13; for the addition of requirements for storm water discharge design.
7. Ordinance to rezone property located at 819 & 853 Mitchell Street from R-2A to R-1.
8. Consideration to approve a request for a conditional use permit for property located at 1904 Washington Avenue to allow restricted office in R-2A zone.
9. Ordinance to rezone property located at 364 & 375 Denison Street from R-2 to MF-3.

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

1. Ordinance appropriating funds from the Municipal League Insurance Program for the replacement of a rescue inflatable boat & motor for the Conway Fire Department.
2. Consideration to enter into an agreement with HPE Financial Services for technology purchases for the Information Technology Department.

New Business

1. Consideration to approve a limited access agreement with MR Capitol Partners.
2. Ordinance appropriating funds for the purchase of property located at 1111 Main Street.

Adjournment



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

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



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Ad Valorem Tax	3,900,000	9,315	2,087,901		1,812,099	54%
Payments in Lieu of Tax	20,000	-	-		20,000	0%
State Tax Turnback	930,000	-	550,481		379,519	59%
Insurance Tax Turnback - LOPFI	1,300,000	299,156	605,809		694,191	47%
Sales Tax	19,000,000	1,743,247	13,246,513		5,753,487	70%
Beverage Tax	400,000	-	285,535		114,465	71%
Franchise Fees	3,279,000	318,430	2,376,171		902,829	72%
Permits	400,500	40,731	339,421		61,079	85%
ACIEA Revenues	2,500	1,796	7,000		(4,500)	280%
Dog Tags & Fees	30,000	2,315	18,747		11,253	62%
Municipal Court Fines and Fees	1,059,000	62,032	625,373		433,627	59%
Law Enforcement	810,833	15,114	688,225		122,608	85%
Federal Grant Revenues	-	-	2,500		(2,500)	-
Parks	595,467	80,841	533,027		62,440	90%
Interest Income	52,500	445	86,496		(33,996)	165%
Proceeds from Sale of Assets	11,811	-	1,120,706		(1,108,896)	9489%
Insurance Proceeds	35,892	2,827	39,458		(3,566)	110%
Donations	30,444	225	13,688		16,757	45%
Act 833 Revenue	90,000	11,781	32,083		57,917	36%
Miscellaneous Revenues	305,857	10,136	239,179		66,678	78%
Transfers from Other Funds	723,000	-	211,500		511,500	29%
Total Revenues	32,976,804	2,598,393	23,109,815	-	9,866,989	70%
Expenditures						
Admin (Mayor, HR)	799,103	53,062	471,521	1,621	325,961	59%
Finance	424,690	31,367	306,223	-	118,467	72%
City Clerk/Treasurer	141,644	10,743	91,313	-	50,331	64%
City Council	104,881	7,050	55,525	-	49,356	53%
Planning	441,626	56,103	275,046	806	165,773	62%
Physical Plant	551,210	40,655	308,366	1,968	240,876	56%
Information Technology	1,043,859	63,170	558,633	59,615	425,611	54%
Permits and Inspections	707,346	58,569	428,949	-	278,397	61%
Nondepartmental	625,621	146,361	564,285	3,326	58,011	90%
Police	11,848,413	870,367	7,885,001	19,429	3,943,982	67%
CEOC	1,483,281	103,750	897,484	58,773	527,024	61%
Animal Welfare	491,553	34,069	284,680	633	206,241	58%
Municipal District Court	907,186	71,157	608,314	17	298,856	67%
City Attorney	516,947	36,852	308,070	101	208,775	60%
Fire	10,255,242	740,790	6,678,798	44,208	3,532,236	65%
Parks	3,058,873	237,439	1,878,764	42,567	1,137,542	61%
Total Expenditures	33,401,474	2,561,504	21,600,972	233,064	11,567,439	65%
Net Revenue/(Expense)	(424,670)		1,508,843			

*All figures are unaudited

Notes:

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

City of Conway
General Fund
2018



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-18-21	2/13/18	Add a Tennis Manager position to Parks and Rec personnel	25,000
O-18-23	2/13/18	Upgrade to the 911 system	247,913
O-18-38	3/13/18	Renovation at the Emergency Operations Center	58,816
O-18-43	3/27/18	Down payment on a new Fire Dept pumper/rescue unit	260,000
O-18-72	6/26/18	Mid year health insurance premium increase	143,280
O-18-74	6/26/18	New non-uniform pension plan contributions	160,520
			<u>\$ 895,529</u>

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



Cash - Operating	5,681,995
Cash - Reserve	2,011,965
Petty Cash	715
Taxes Receivable	3,763,425
Accounts Receivable	4,761,609
Due from Other Funds	34,295
Due from Street	60,008
Due from Component Unit	208,892
Fleet Inventory	15,539
Fuel Inventory	5,230
General Inventory	585
<i>Assets</i>	<u>16,544,259</u>
Accounts Payable	(42,789)
Salaries Payable	238,593
Insurance and Benefits Payable	8,544
Held for Others - Performance Bonds	(20)
Held for Others - Crimestopper Reward	5,000
Event Deposits	1,610
Due to Other Funds	99,992
Deferred Revenue	4,045,383
<i>Liabilities</i>	<u>4,356,314</u>
<i>Fund Balance</i>	<u>12,187,945</u>
<i>Total Liabilities & Fund Balance</i>	<u>16,544,259</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended August 31, 2018



Revenues	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u>		<u>%</u>
					<u>Budget</u>	<u>Expend/Collect</u>	
Ad Valorem Tax	1,500,000	77,084	787,222		712,778		52%
Payments in Lieu of Tax	8,000	-	-		8,000		0%
State Tax Turnback	2,683,474	-	1,547,993		1,135,481		58%
AHTD 1/2 Cent Sales Tax Turnback	1,100,000	-	777,815		322,185		71%
Severance Tax	75,000	-	84,001		(9,001)		112%
Sales Tax	270,000	24,426	185,608		84,393		69%
Federal Grant Revenues	-	-	47,369		(47,369)		-
Sign Permits	-	-	1,020		(1,020)		-
Engineering Fees	5,000	2,325	14,350		(9,350)		287%
Interest Income	40,000	-	59,784		(19,784)		149%
Miscellaneous Revenues	10,000	-	1,284		8,716		13%
Total Revenues	5,691,474	103,835	3,506,446	-	2,185,028		62%
Expenditures							
Personnel Costs	2,893,494	167,393	1,365,550	-	1,527,944		47%
Other Operating Costs	3,651,108	321,663	2,440,535	52,484	1,158,089		67%
Total Operating Costs	6,544,602	489,056	3,806,085	52,484	2,686,033		58%
Capital Outlay	480,915	15,020	526,849	69,660	(115,593)		110%
Total Expenditures	7,025,517	504,075	4,332,934	122,143	2,570,440		62%
Net Revenue/(Expense)	(1,334,043)		(826,488)				

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2018



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-18-02	1/9/18	Parkway St. parking lot improvements	169,945
O-18-72	6/26/18	Mid year health insurance premium increase	10,200
O-18-74	6/26/18	New non-uniform pension plan contributions	53,570
			<hr/>
			\$ 233,715
			<hr/>

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



Cash - Operating	3,658,786
Taxes Receivable	52,733
Accounts Receivable	1,521,063
Due from Other Funds	60,247
<i>Assets</i>	<u>5,292,828</u>
Accounts Payable	(3,472)
Salaries Payable	17,412
Insurance and Benefits Payable	7,259
Due to Other Funds	1,688
Due to General	52,876
Deferred Revenue	1,375,073
<i>Liabilities</i>	<u>1,450,834</u>
<i>Fund Balance</i>	<u>3,841,993</u>
<i>Total Liabilities & Fund Balance</i>	<u>5,292,828</u>

*All figures are unaudited

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



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Sanitation Fees	8,750,000	817,559	6,177,952		2,572,048	71%
Proceeds - Recycled Materials	540,000	34,417	323,259		216,741	60%
Landfill Fees - General	200,000	21,005	138,527		61,473	69%
Interest Income	70,000	-	209,417		(139,417)	299%
Proceeds from Sale of Assets	-	6,236	35,837		(35,837)	-
Miscellaneous Revenues	-	5	(153)		153	-
Transfers from Other Funds	-	-	7,378		(7,378)	-
Total Revenues	9,560,000	879,222	6,892,217	-	2,667,783	72%
Expenditures						
Personnel Costs	4,456,997	298,690	2,645,788	-	1,811,209	59%
Other Operating Costs	<u>3,608,263</u>	<u>143,901</u>	<u>1,496,695</u>	<u>168,919</u>	<u>1,942,649</u>	<u>41%</u>
Total Operating Costs	8,065,260	442,591	4,142,482	168,919	3,753,859	51%
Capital Outlay	<u>3,760,905</u>	<u>8,990</u>	<u>120,512</u>	<u>1,936,588</u>	<u>1,703,804</u>	<u>3%</u>
Total Expenditures	11,826,165	451,581	4,262,994	2,105,507	5,457,663	36%
Net Revenue/(Expense)	(2,266,165)		<u><u>2,629,222</u></u>			

*All figures are unaudited

Notes:

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

City of Conway
Sanitation Fund
2018



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-18-72	6/26/18	Mid year health insurance premium increase	26,880
O-18-74	6/26/18	New non-uniform pension plan contributions	88,380
			<u>\$ 115,260</u>

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



Cash - Operating	12,134,877
Petty Cash	200
Post Closure Cash Account	5,742,105
Accounts Receivable	(1,140)
Due from Other Funds	(537)
Due from Component Unit	789,483
General Inventory	2,122
Land & Buildings	2,377,422
Infrastructure	997,112
Machinery and Equipment	4,336,266
Vehicles	383,386
Deferred Outflows of Resources	1,454,446
<i>Assets</i>	<u>28,215,741</u>
Accounts Payable	4,147
Salaries Payable	40,356
Insurance and Benefits Payable	22,142
Compensated Absences	168,607
Net Pension Obligation	9,286,388
Deferred Inflows of Resources	637,180
Due to Other Funds	10,886
2016 Equipment Loan	1,277,830
Landfill Close/Post Close	8,524,931
<i>Liabilities</i>	<u>19,972,468</u>
<i>Net Assets</i>	<u>8,243,274</u>
<i>Total Liabilities and Net Assets</i>	<u>28,215,741</u>

*All figures are unaudited

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

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



Revenues	<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>
Sales Tax	13,000	7,485	11,941		1,059	92%
Airport Fuel Sales	821,500	81,816	531,251		290,249	65%
T-Hangar Rent	118,000	17,146	64,267		53,733	54%
Community Hangar Rent	25,000	2,300	14,850		10,150	59%
Ground Leases	125,000	-	81,242		43,759	65%
Miscellaneous Revenues	13,000	880	4,435		8,565	34%
Total Revenues	1,115,500	109,627	707,985	-	407,515	63%
Expenditures						
Personnel Costs	277,618	20,575	170,181	-	107,437	61%
Fuel for Resale	596,500	64,602	437,928	-	158,572	73%
Other Operating Costs	173,534	7,436	95,860	3,344	74,330	55%
Total Operating Costs	1,047,652	92,614	703,969	3,344	340,338	67%
Capital Outlay	98,905	-	35,405	29,500	34,000	0%
Total Expenditures	1,146,557	92,614	739,375	32,844	374,338	64%
Net Revenue/(Expense)	(31,057)		<u>(31,389)</u>			

*All figures are unaudited

Notes:

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

City of Conway
Airport Fund
2018



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-18-15	2/13/18	Reimburse levee district for Lollie herbicide spraying	7,000
O-18-16	2/13/18	Purchase a celiometer for the AWOS	35,405
O-18-26	2/27/18	Purchase additional radio equipment	4,100
O-18-44	4/24/18	Purchase an aircraft tug	29,500
O-18-72	6/26/18	Mid year health insurance premium increase	1,560
O-18-74	6/26/18	New non-uniform pension plan contributions	5,462
O-18-83	8/28/18	Purchase a new self service fuel terminal	17,000
			<u>\$ 100,027</u>

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



Cash - Operating	298,604
Taxes Receivable	5,010
Accounts Receivable - Fuel Vendor	101,347
Due from Other Funds	733
Land	1,607,274
Buildings	4,461,805
Machinery & Equipment	850,107
Vehicles	12,797
Infrastructure	24,866,349
Construction in Progress	52,066
<i>Assets</i>	<u>32,256,093</u>
Salaries Payable	2,826
Insurance and Benefits Payable	2,250
Compensated Absences	5,127
Due to General	944
<i>Liabilities</i>	<u>11,147</u>
<i>Fund Balance</i>	<u>32,244,947</u>
<i>Total Liabilities & Fund Balance</i>	<u>32,256,093</u>

*All figures are unaudited

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

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended August 31, 2018



Parks and Rec A&P Tax

Balance, 7/31/18	1,354,660
Receipts	421,674
Payments	(257,809)
Balance, 8/31/18	\$ 1,518,525

Pay as you go Sales Tax

Balance, 7/31/18	2,850,343
Receipts	920,395
Payments	(1,744,002)
Balance, 8/31/18	\$ 2,026,735

Street Impact Fees

Balance, 7/31/18	1,202,721
Receipts	38,115
Payments	(43,149)
Balance, 8/31/18	\$ 1,197,687

Parks Impact Fees

Balance, 7/31/18	591,367
Receipts	15,030
Payments	(6,750)
Balance, 8/31/18	\$ 599,646



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

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A PORTION OF A UTILITY EASEMENT ON LOT 2, THE GROVE AT CONWAY, IN THE CITY OF CONWAY, ARKANSAS:

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by Trent Properties, LLC, to abandon a portion of the utility easement on Lot 2, The Grove at Conway, within the corporate limits of the City of Conway, Arkansas; and

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

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the 9th day of October, 2018 at 6:30 pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the matter prescribed by law.

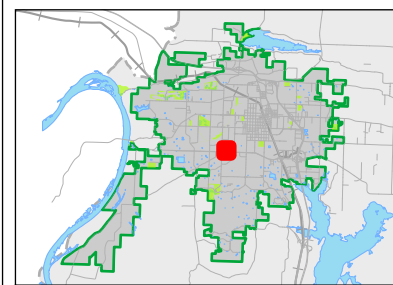
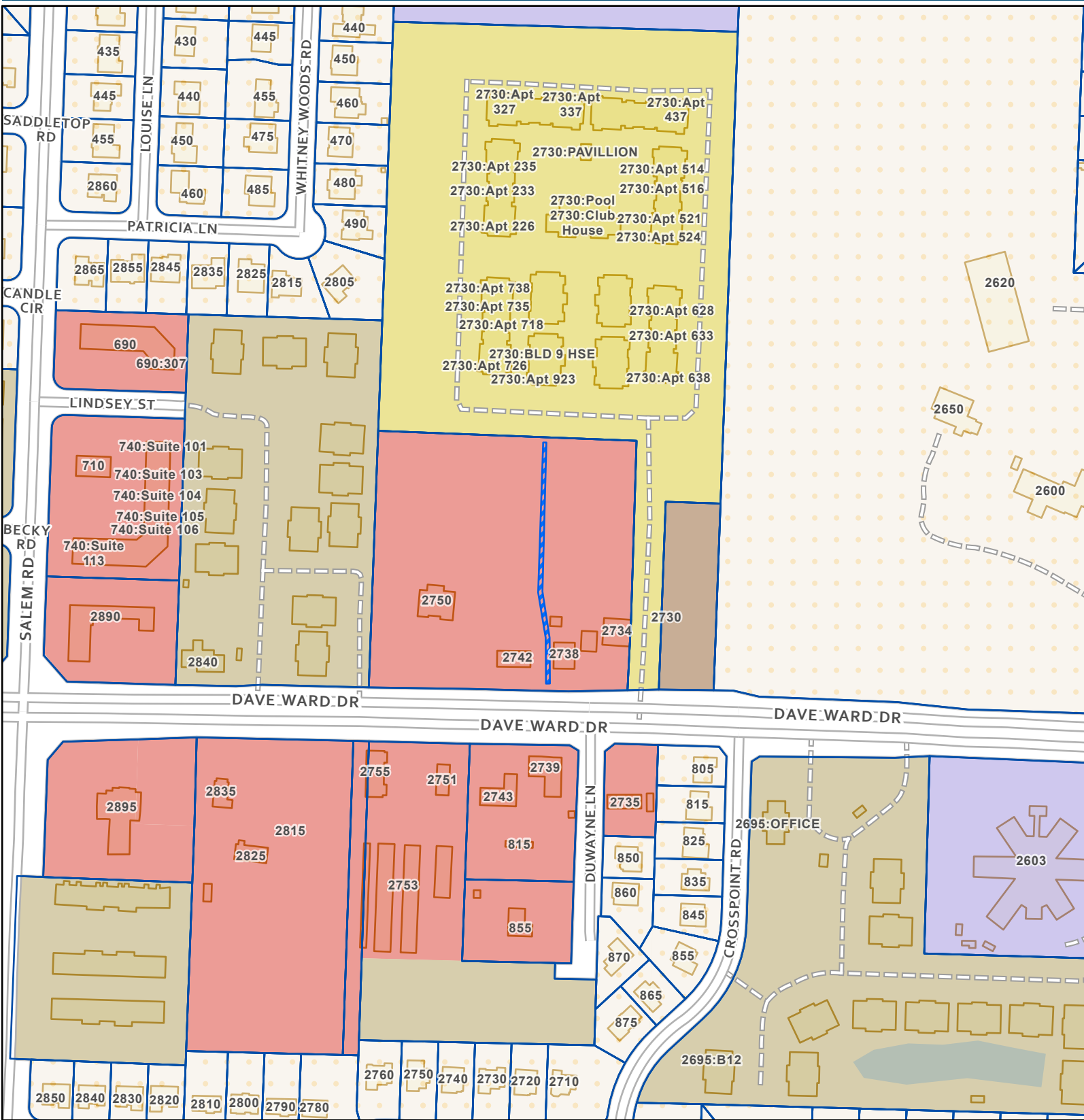
PASSED this 25th day of September, 2018.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



DESCRIPTION

City Council
Review

VAC2018SEP01

ac.

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

**City of Conway
Planning & Development**

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

210

Feet

SEP 2018



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

A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.

Whereas, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 108 Fairway Lane within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

Whereas, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$233.16 (\$184.69 + Penalty \$18.47 + filing fee \$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

Whereas, a hearing for the purpose of determine such lien has been set for **September 25th, 2018** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

Section 1: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 25th day of September, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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

City of Conway
Code Enforcement
1201 Oak Street
Conway, Arkansas 72032



Missy Lovelady
Phone: 501-450-6191
Fax: 501-504-6908

MEMO:

To: Mayor Bart Castleberry
CC: City Council Members

From: Missy Lovelady
Date: September 17, 2018

Re: 108 Fairway Lane CE18-0045

- July 9, 2018– Warning Violation was written regarding rubbish/trash & appliance/furniture by Austin Sullivan.
- Property Owner is listed as Warren Granberry.
- Property was rechecked on 7/16/2018 with no progress made.
- Certified and regular letters were mailed 7/17/2018 to address on file and a notice was left by post office.
- Property was rechecked on 7/24/2018 with no action taken.
- Final Cleanup completed on 8/15/2018.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any concerns or questions please advise.

INVOICE

City of Conway Code Enforcement

DATE: SEPTEMBER 20, 2018

1201 Oak Street
Conway, AR 72032
Phone: 501-450-6191
Fax 501-450-6144
missy.schrag@cityofconway.org

TO GRANBERRY, WARREN D
108 FAIRWAY LN
CONWAY AR 72034

Description: Mowing/Clean-up/Admin Fees
associated with the nuisance abatement at
108 Fairway Lane. Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Austin Sullivan	710-02057-000		September 18, 2018

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing/Cleanup	18.82	18.82
1	1 Employee -Mowing/Cleanup	18.40	18.40
2	1 PT Employee -Mowing/Cleanup	10.94	21.88
	Sanitation ticket #645303	32.74	32.74
1	Administrative Fee (Code Enforcement)	20.49	20.49
1	Administrative Fee (Code Officer)	17.46	17.46
1	Administrative Fee (Physical Plant)	10.94	10.94
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96
		TOTAL	\$184.69
		TOTAL WITH PENALTY & FILING FEES	\$233.16

- Total amount due after September 18, 2018 includes collection penalty & filing fees

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Missy Lovelady
Conway Permits & Code Enforcement
Phone 501-450-6191
Fax 501-504-6908

August 20, 2018

Parcel # 710-02057-000

GRANBERRY, WARREN D
108 FAIRWAY LN
CONWAY AR 72034

RE: Nuisance Abatement at 108 Fairway Lane. Conway AR
Cost of Clean-Up, Amount Due: \$184.69

To whom it may concern:

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **September 25, 2018 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection & filing fees, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **1201 Oak Street Conway Arkansas 72032** with the **attention to Missy Lovelady**. If you have any questions, please feel free to call me at 501-450-6191.

Respectfully,

Missy Lovelady

**Conway Code Enforcement
Incident Report**

Date of Violation: July 9 2018

Violator Name: Warren Granberry

Address of Violation: 108 Fairway Lane

Violation Type: Rubbish/Trash and Appliances/Furniture

Warning #: CE18-0045

Description of Violation and Actions Taken: On 07/09/18 Code Enforcement Officer Austin Sullivan wrote a warning violation for rubbish/trash and appliances /furniture.

Property was rechecked on 07/65/18 with no progress made.

Certified and Regular letters were mailed 07/17/18.

Property was rechecked on 07/24/18 with no progress made.

Final cleanup was completed on 08/15/18.

Code Enforcement Officer: Austin Sullivan

Officer Signature: _____

Date:

Time:



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

A RESOLUTION ADOPTING A PEDESTRIAN MASTER PLAN FOR THE CITY OF CONWAY FOR THE PURPOSES OF BECOMING A MORE WALK-FRIENDLY CITY:

Whereas, the City of Conway recognizes the many benefits of increasing the accessibility of citizens to a safe and cohesive pedestrian network of crosswalks, sidewalks, sidepaths, trails, etc;

Whereas, the City's efforts to achieve these goals have been compiled by the Bicycle and Pedestrian Advisory Board into the Pedestrian Master Plan, and

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

1. The Conway Pedestrian Master Plan is hereby adopted as the City of Conway's official plan to increase pedestrian network connectivity; to improve pedestrian safety by designing and installing crosswalks, sidewalks, and streets with all modes of transportation in mind; to develop an inclusive pedestrian network accessible to all citizens as part of a comprehensive active transportation plan.

PASSED this 25th of September, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



**BICYCLE & PEDESTRIAN
ADVISORY BOARD**
CITY OF CONWAY, ARKANSAS

MEMO

To: Mayor Bart Castleberry

From: Peter Mehl, Chairman

Date: August 21, 2018

Re: Request to approve and adopt the Pedestrian Master Plan

The Bicycle & Pedestrian Advisory Board has compiled the results of community surveys, walkability assessments, public engagement meetings, and stakeholder recommendations to create the City of Conway Pedestrian Master Plan. The Pedestrian Master Plan aims to make the City of Conway a safer, more connected, and more accessible Walk-Friendly City.

The Bicycle & Pedestrian Advisory Board requests the Pedestrian Master Plan be forwarded to the City Council for approval and adoption following the Mayor's review.

Please advise if you have any questions.



City of Conway, Arkansas
Ordinance No. O-18-___

AN ORDINANCE APPROPRIATING FUNDS FOR PROFESSIONAL SERVICES AND APPROVAL OF GRANT APPLICATION, AND FOR OTHER PURPOSES;

Whereas, the City of Conway is a candidate for the FHWA Accelerated Innovation Deployment (AID) Grant Program with a maximum award up to \$1,000,000 at an 80/20 federal/local percent cost share.

Whereas, the City of Conway Street and Engineering Department is seeking Council approval for Professional Services for this project, including the Preliminary Engineering Study and Bridge Grant Application and has selected Fisher Arnold from the annual submissions of Statement of Qualifications for Engineering Services.

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

Section 1: The City of Conway, approves submission of the FHWA Accelerated Innovation Deployment (AID) Grant Program application.

Section 2: The City of Conway, will appropriate funds in the amount of \$12,500 from City of Conway Street Fund Balance Appropriation Account (002-000-4900) to the Street Fund CIP Account (002-201-5990) for the Preliminary Engineering Study and Bridge Grant Application.

Section 3: The City of Conway approves Fisher Arnold to provide Professional Engineering Services for this project.

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

PASSED this 25th day of September, 2018.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

AN ORDINANCE APPROPRIATING FUNDS AND APPROVING PROFESSIONAL SERVICES FOR THE DONAGHEY AVE. IMPROVEMENTS (PRINCE TO DAVE WARD) PROJECT FOR THE CITY OF CONWAY STREET & ENGINEERING DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the City of Conway Street & Engineering Department would like to enter into an agreement for professional services with Garver, LLC to make approximately 1.5 miles of street, drainage, and intersection improvements along Donaghey Avenue from Prince to Dave Ward; and

Whereas, budgetary authority has not been approved for FY2018; and

Whereas, Garver submitted a Statement of Qualifications to provide Engineering Services when annual Statement of Qualifications were collected for Engineering Services and is qualified to provide professional services for this project.

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

Section 1. The City of Conway shall appropriate funds in the amount of \$690,200 from 616.201.4900 Street Fund Balance into the Street Projects account (616-201-5905).

Section 2. The City of Conway shall enter into an agreement with Garver, LLC for professional services for the Donaghey Avenue (Prince to Dave Ward) street, drainage, and intersection improvements.

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

PASSED this 25th day of September, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



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

AN ORDINANCE AMENDING ORDINANCE O-09-13 TO ADD MORE STRINGENT REQUIREMENTS FOR STORM WATER DISCHARGE DESIGN; AND FOR OTHER PURPOSES,

Whereas, the City of Conway wishes to improve storm water management practices for future development and redevelopment within the city, and

Whereas, the addition of requirements to analyze and design storm water detention facilities based on larger and more intense rainfall events will lessen potential flood damages,

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

Section I: That Ordinance O-09-13, Section 6, paragraph 5 is hereby amended to read as follows;

5) Storm Water Detention Design Requirements:

- a) The SCS method shall be used for all detention calculations.
- b) Storm water runoff shall be calculated for the 5, 10, 25, 50, and 100-year frequency rainfall events.
- c) Detention volume shall be based on 100-year storm event.
- d) Detention pond outlet facility structures shall be designed to release a flow rate no greater than storm water runoff from the predevelopment site.

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

PASSED this 25th day of September, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



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

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 819 AND 853 MITCHELL STREET FROM R-2A TO R-1:

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

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

[853 Mitchell Street]
Lot 2, Jay’s Replat

and

[819 Mitchell Street]
Lot 3, Jay’s Replat

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

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

PASSED this 25th day of September, 2018.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: Jerry Rye, 2018 Planning Commission Chairman
Date: September 18, 2018

Re: Request to rezone property located at 853 & 819 Mitchell Street from R-2A to R-1

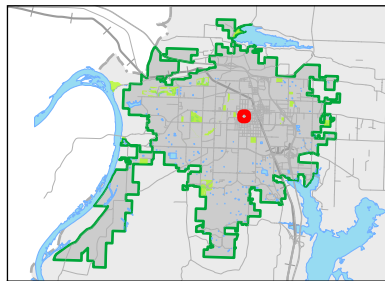
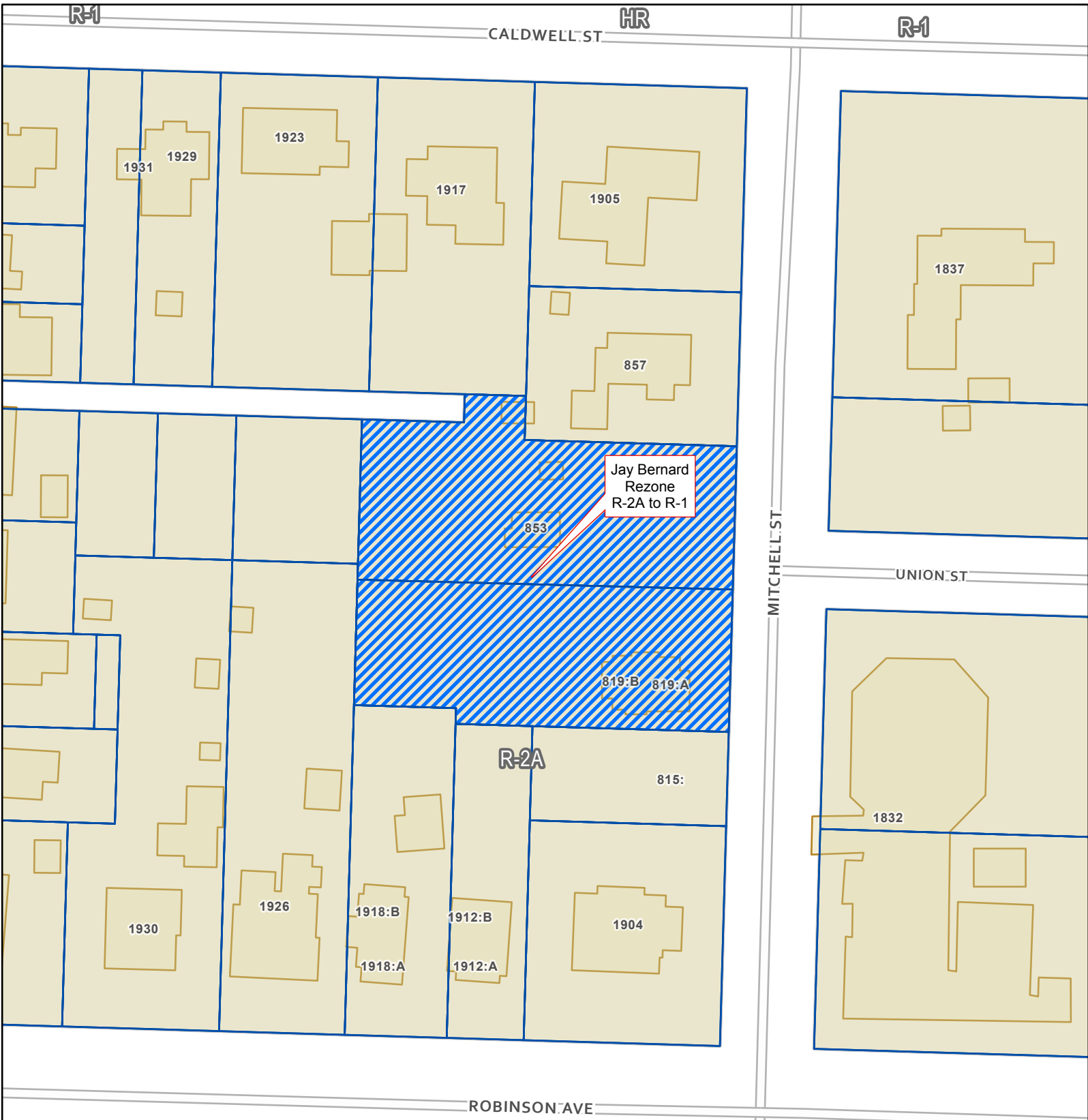
Jay and Molly Bernard have requested to rezone from R-2A (Large Lot Duplex) to R-1 (Single Family Residential) property located at 853 and 819 Mitchell Street, with the legal description:

Lots 2 and 3, Jay's Replat

The applicant is seeking to rezone the properties so that only single family homes may be developed.

The Planning Commission reviewed the request at its regular meeting on September 17, 2018. The Planning Commission voted 6-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



DESCRIPTION

Planning Commission
Review

REZ2018SEP01

1.02 ac.

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

**City of Conway
Planning & Development**

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www.cityofconway.org/pages/igs

70

Feet

SEP 2018



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

MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: Jerry Rye, 2018 Planning Commission Chairman
Date: September 18, 2018

Re: Request for conditional use permit to allow Restricted Office in R-2A zoning district

Willow Bayou, LLC has requested a conditional use permit to allow Restricted Office in R-2A zoning district for property located at 1904 Washington Avenue, with the legal description:

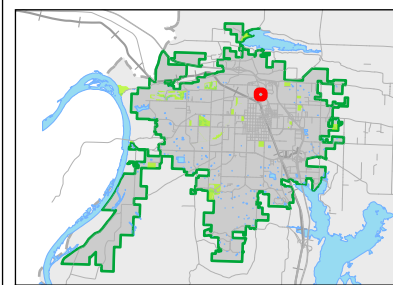
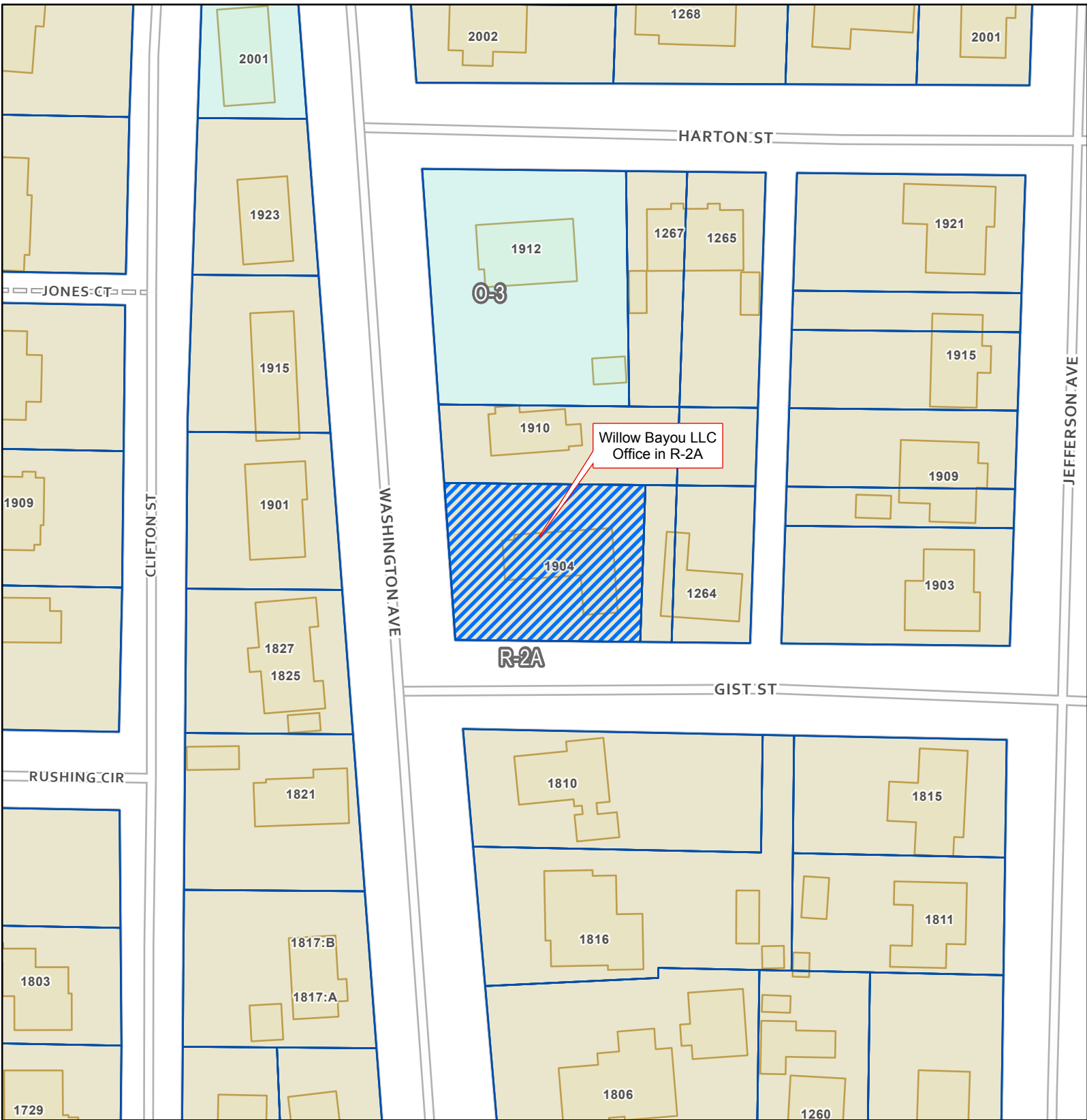
West 117.85 feet of Lots 12 and 13, Block 10, Scull's Resubdivision of Park of Hendrix College
 Addition

The applicant has restored the single-family residence and wishes to lease it for use as a quiet office, such as an attorney. The applicant requested to rezone the property to O-3 (Residential Office) in July 2018. The Planning Commission denied the request, but suggested the applicant pursue a Conditional Use Permit to allow Restricted Office for the property as it would allow some control of the use of the property as an office set in a residential area.

The Planning Commission reviewed the request at its regular meeting on September 17, 2018. The Planning Commission voted 6-1 that the request be forwarded to the City Council with a recommendation for approval with the conditions listed below. Justin Brown voted in opposition.

1. Hours of operation: Hours of operation are limited to Monday through Friday, 7:00 am to 6:00 pm.
2. Signage: Wall signage shall be limited to a non-illuminated faceplate attached to the structure no greater than 2 square feet in area. Freestanding signage shall be a non-illuminated monument or two pole sign no greater than 4 feet in height and 4 feet wide. A non-illuminated post and arm sign as defined by Conway sign regulations, may be substituted for a monument or two pole sign. No banners shall be permitted.
3. Architectural Compatibility: As part of the Old Conway Design Overlay District, any exterior remodeling or new construction requiring a building permit must be reviewed and approved by the Historic District Commission.
4. Lighting, parking, screening/buffering shall minimally match Conway Development Review Standards. Parking shall be limited to the south (Gist Street) or east (rear) sides of the structure.
5. Office use is limited to the existing structure or additions to the existing structure. Demolition of the existing structure must be approved by the Historic District Commission.

Please advise if you have any questions.



DESCRIPTION

Planning Commission
Review

USE2018SEP01

0.28 ac.

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

**City of Conway
Planning & Development**

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www.cityofconway.org/pages/gis

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Feet

SEP 2018



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

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 364 AND 375 DENISON STREET FROM R-2 TO MF-3:

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

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

Block 5, BT Laney Subdivision, E 300 ft, S 100 ft
and
Block 5, BT Laney Subdivision, N 100 ft, E 1/2 of 5, S 200 ft

to those of **MF-3**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 25th day of September, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



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

MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: Jerry Rye, 2018 Planning Commission Chairman
Date: August 21, 2018

Re: Request to rezone 364 and 375 Denison Street from R-2 to MF-3

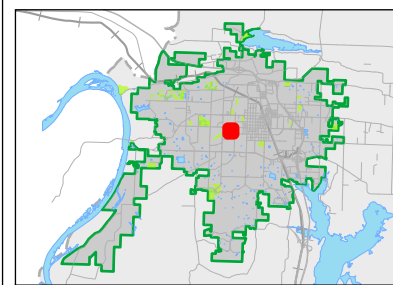
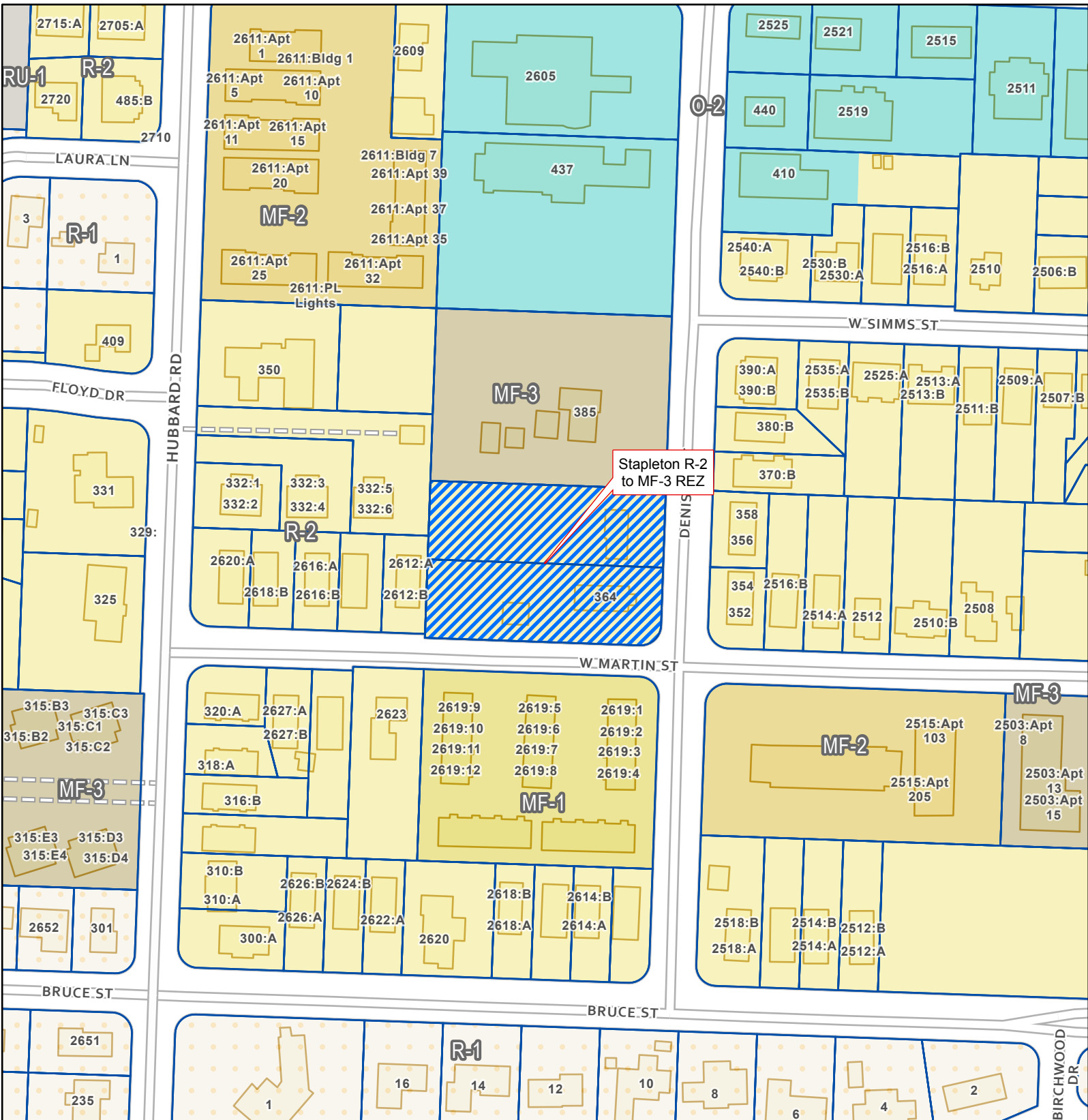
Stan Stapleton has requested to rezone from R-2 (Small Lot Duplex) to MF-3 (Multi-Family, 24 units/acre) property located at 364 and 375 Denison Street, with the legal description:

Block 5, BT Laney Subdivision, E 300 ft, S 100 ft
and
Block 5, BT Laney Subdivision, N 100 ft, E 1/2 of 5, S 200 ft

The property is in close proximity to UCA. The applicant is seeking to rezone the property to allow the development of multi-family units once sold.

The Planning Commission reviewed the request at its regular meeting on August 20, 2018. The Planning Commission voted 9-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



DESCRIPTION

Planning Commission Review

REZ2018AUG04

1.3 ac.

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

City of Conway
Planning & Development

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

N
140

Feet
AUG 2018



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

AN ORDINANCE APPROPRIATING FUNDS FOR THE PURCHASE OF A REPLACEMENT RESCUE INFLATABLE BOAT & MOTOR FOR THE CONWAY FIRE DEPARTMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the Conway Fire Department requests funding in the amount of \$12,345 for the use of purchasing/replacing a rescue inflatable boat and motor; and

Whereas, funds in the amount of \$12,345 were received from the Municipal Insurance Program for such reasons.

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

Section 1. The City of Conway shall appropriate \$12,345 from the Insurance Proceeds Account (001.119.4360) to the Fire Department Fire Department Machinery and Equipment Capital Account (001.131.5910);

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

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

PASSED this 25th day of September, 2018.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



MEMORANDUM

TO: Mayor Bart Castleberry
FROM: Aaron Knight *AK*
DATE: September 21, 2018
SUBJECT: Master Lease Agreement with Hewlett-Packard Financial Services
for Technology Purchases

Given for consideration of the City Council is a Master Lease Agreement (MLA) with Hewlett-Packard Financial Services Company for technology purchases.

In the 2018 budget, the purchasing of user systems was centralized within the Department of Information Systems & Technology to ease the burden to respective departments and to establish an effective lifecycle management program where user systems are refreshed in a regular cadence.

The program is designed such that user systems will be on a three-year refresh cadence, with approximately one-third of user systems replaced each year, ensuring we are providing technology that enhances productivity, remains up-to-date, and is secure.

To best maintain this lifecycle program, and because of its iterative nature, purchasing is operationalized through a lease vehicle rather than treated as a capital expense.

Hewlett-Packard Financial Services handled the leasing for our server and storage infrastructure earlier this year and has been a great partner in these endeavors.

Please let me know if you have any questions.

Lessee's Organization Number [REDACTED]
Lessee's Tax Identification Number «VAT_Tax_ID»
Lessee's UCC Section 9-307 Location [REDACTED]

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

This State and Local Government Master Lease Purchase Agreement (together with Exhibits A and B attached hereto and hereby made a part hereof, (this "Master Agreement"), dated as of _____, is entered into by and between Hewlett-Packard Financial Services Company,¹ a Delaware corporation ("Lessor"), and «Name of Lessee», an agency, department or political subdivision of the State of _____ ("Lessee"). Capitalized terms used in this Master Agreement without definition have the meanings ascribed to them in Section 31.

1. PURPOSE OF MASTER AGREEMENT. The purpose of this Master Agreement is to set forth the general terms and conditions upon which Lessor shall lease to Lessee, and Lessee shall lease from Lessor, items of Hardware, Software or both (the "Equipment"). In connection with its execution of this Master Agreement, Lessee shall deliver to Lessor an Officer's Certificate in form and substance acceptable to Lessor, executed by a duly authorized officer of Lessee and certifying as to, among other things, Lessee's authority to enter into this Master Agreement, and the authority of Lessee's officers or representatives specified therein to execute this Master Agreement and an opinion of Lessee's counsel in form and content satisfactory to Lessor.

2. COMMENCEMENT PROCEDURES. Subject to the other terms and conditions contained in this Master Agreement and the applicable Schedule, Lessee shall enter into individual Leases (hereinafter defined) with Lessor as follows:

(a) Execution of Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Schedule in the form of Exhibit A with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule. Each Schedule, when executed by both Lessee and Lessor, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease"), enforceable according to its terms. In the event of any conflict between the terms of this Master Agreement and such Schedule, the provisions of the Schedule shall govern.

(b) Acceptance; Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease and shall continue for the period described in the applicable Schedule unless a Nonappropriation shall have occurred.

(c) Adjustments to Schedule. Lessee acknowledges that the Total Cost of Equipment and the related Rent payments set forth in any Schedule may be estimates, and if the final invoice from the Seller attached to the related Acceptance Certificate(s) specifies a Total Cost that is less than the estimated Total Cost set forth in the Schedule, Lessee hereby authorizes Lessor to reduce the applicable Total Cost and Rent payment on the Schedule by up to ten percent (10%) to reflect such final invoice amount (the "Final Invoice Amount"). All references in this Master Agreement and any Schedule to Total Cost and Rent shall mean the amounts thereof specified in the applicable Schedule, as adjusted pursuant to this paragraph.

(d) Payment by Lessor. Within 30 days after Lessee's delivery to Lessor of a properly completed and executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under the related Lease and Lessor's acceptance of such Acceptance Certificate, Lessor shall pay for the Equipment. Lessor shall not accept the Acceptance Certificate until it has received from Lessee (1) evidence of insurance with respect to the Equipment in compliance with Section 14 hereof, (2) a completed and executed original Form 8038-G or 8038-GC, as applicable, or evidence of filing thereof with the Internal Revenue Service in the manner required by Code Section 149(e), (3) an opinion of Lessee's counsel, if required by Lessor, in form and substance reasonably satisfactory to Lessor and (4) any other documents or items reasonably required by Lessor. Notwithstanding the foregoing, Lessor shall not be obligated to pay for the Equipment if a Lessee Default has occurred or an event has occurred and is continuing that with the passage of time or provision of notice would constitute a Lessee Default. Lessor and Lessee acknowledge that the date the Lessor pays for the Equipment shall be the issue date of the obligation for federal income tax purposes in accordance with the Code and no Rent shall accrue prior to such date.

3. ACCEPTANCE OF EQUIPMENT. (a) Inspection of Equipment. Lessee agrees to inspect all Equipment as soon as reasonably practicable after the delivery thereof to Lessee.

(b) Acceptance Certificate. Upon the satisfactory inspection of the Equipment by Lessee, or if acceptance requirements for such Equipment are specified in the applicable Purchase Documents, as soon as such requirements are met, Lessee shall unconditionally and irrevocably accept the Equipment by executing and delivering to Lessor a properly completed Acceptance Certificate in substantially the form of Exhibit B.

4. RENT; LATE CHARGES. As rent ("Rent") for the Equipment under any Lease, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified in the applicable Schedule. Lessee agrees to pay Lessor interest on any Rent payment or other amount due hereunder that is not paid within 10 days of its due date, at the rate of 1-1/2% per month (or such lesser rate as is

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

the maximum rate allowable under applicable law). Lessee will make provision for such payments in budgets submitted to its governing body for the purpose of obtaining funding for the payments.

5. TRANSFER OF EQUIPMENT ON EXPIRATION OF LEASE TERM. If Lessee has paid all Rent and all other amounts due under the Lease and has satisfied all other terms and conditions of the Lease, the Lease shall terminate and, except as provided in Section 28, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to the Equipment and Lessor shall transfer all of its interest in such Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.

6. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT EACH LEASE HEREUNDER SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 7 HEREOF), AND THAT EACH LEASE HEREUNDER IS A NET LEASE SO THAT AMONG OTHER THINGS LESSEE SHALL PAY IN ADDITION TO THE RENT, TAXES, INSURANCE AND MAINTENANCE CHARGES RELATED TO THE EQUIPMENT. LESSEE AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE. LESSEE HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY RENT OR OTHER AMOUNT DUE WITH RESPECT TO ANY LEASE, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS MASTER AGREEMENT, ANY SCHEDULE, ANY CLAIM BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEES OR SUPPLIER OR OTHERWISE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, LESSEE WILL MAKE ANY CLAIM ON ACCOUNT OF THOSE ISSUES SOLELY AGAINST SUPPLIER AND WILL NEVERTHELESS PAY ALL SUMS DUE WITH RESPECT TO EACH LEASE.

7. NONAPPROPRIATION. Notwithstanding anything contained in this Master Agreement to the contrary, in the event that sufficient funds are not appropriated and budgeted by Lessee's governing body or are not otherwise available from other legally available sources in any fiscal period for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rent payments or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. Lessee will immediately notify the Lessor or its assignee of such occurrence. In the event of such termination, Lessee shall immediately cease all use of the Equipment, and shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure, and return the Equipment subject to such Lease to Lessor (all in accordance with Section 10 of this Master Agreement). Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by this Lease, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor or evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. At Lessor's request, Lessee shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory to Lessor. Lessee's exercise of its rights pursuant to this Section 7 shall not affect the survival of any indemnity and other provisions (other than the obligation to lease the Equipment and pay amounts due under the Lease) which survive the termination of the Lease.

8. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee assigns to Lessor all of Lessee's right, title and interest in and to (a) the Equipment described in each Schedule, and (b) the Purchase Documents relating to such Equipment. Such assignment of the Purchase Documents is an assignment of rights only; nothing in this Master Agreement shall be deemed to have relieved Lessee of any obligation or liability under any of the Purchase Documents, except that, as between Lessee and Lessor, Lessor shall pay for the Equipment in accordance with Section 2(d) hereof. Lessee represents and warrants that it has reviewed and approved the Purchase Documents. In addition, if Lessor shall so request, Lessee shall deliver to Lessor a document acceptable to Lessor whereby Seller acknowledges and provides any required consent to such assignment. For the avoidance of doubt, Lessee covenants and agrees that it shall at all times during the Term of each Lease comply in all respects with the terms of any License Agreement relating to any Equipment leased thereunder. **IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT NEITHER SUPPLIER NOR ANY SALESPERSON OF SUPPLIER IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS MASTER AGREEMENT OR ANY SCHEDULE.**

9. ASSIGNMENT OF SUPPLIER WARRANTIES. To the extent permitted, Lessor hereby assigns to Lessee all Equipment warranties provided by any Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action it deems appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name and to the extent Lessor retains title to the Equipment, Lessor shall, upon Lessee's request, take reasonable steps to enforce such warranty. In such circumstances, Lessee shall, promptly upon demand, reimburse Lessor for all expenses incurred by Lessor in enforcing the Supplier warranty. Any recovery resulting from any such enforcement efforts shall be divided between Lessor and Lessee as their interests may appear.

10. EQUIPMENT RETURN REQUIREMENTS. At any time Lessee is required to return Equipment to Lessor under the terms of this Master Agreement or any Schedule, Lessee shall (a) wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment to be returned to Lessor in accordance with the manufacturer's guidelines and deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. In the case of any item of Software or License Agreement subject to a Schedule, at the time of the occurrence of a Non-Appropriation or a Lessee Default, Lessee shall also be automatically deemed to have reassigned any License Agreement, and shall immediately de-install and deliver to Lessor all Software, together with the original certificate of authenticity issued by the licensor of such Software, if any. All dismantling, packaging, transportation, in-transit insurance and shipping

charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted, and except in the case of PC Equipment and Software, shall qualify for maintenance service by the Supplier at its then standard rates for Equipment of that age, if available. Lessee shall be responsible for, and shall reimburse Lessor promptly on demand for, the cost of returning the Equipment to good working condition or, in the case of Equipment other than PC Equipment and Software, qualifying the Equipment for the Supplier's maintenance service, if available.

11. EQUIPMENT USE, MAINTENANCE AND ADDITIONS. Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping charges. Lessee shall at all times operate and maintain the Equipment in good working order, repair, condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal business hours and subject to Lessee's reasonable, standard security procedures, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. Except in the case of PC Equipment and Software, Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider reasonably acceptable to Lessor. Lessee shall make no alterations or additions to the Equipment, except those that (a) will not void any warranty made by the Supplier of the Equipment, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment ("Optional Additions"), or (b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Additions, become a part of the Equipment and Lessor's property at the time made; Optional Additions which have not been removed in the event of the return of the Equipment shall become Lessor's property upon such return.

12. EQUIPMENT OWNERSHIP; LIENS; LOCATION. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 7 hereof, or (ii) upon the occurrence of a Lessee Default as defined in Section 22 hereof, and as long as such Lessee Default is continuing, title to the Equipment (including Substitute Equipment) will immediately vest in Lessor or its assignee. Lessee covenants with respect to each Lease that: (i) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; (ii) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent; and (iii) Lessee shall maintain the Equipment so that it does not become essential to and may be removed from any building in which it is placed without any damage to the building or the Equipment. Provided Lessee remains in possession and control of the Equipment, Lessee may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of its locations within the State of the Equipment Location upon prior written notice to Lessor specifying the new Equipment Location or to another of its locations within the United States after receiving the written consent of Lessor to such relocation. Lessee shall not locate or relocate any Equipment such that any third party comes into possession or control thereof without Lessor's prior written consent; provided, however, that Lessor shall not unreasonably withhold its consent to the location or relocation of Equipment to a third party co-location or hosting facility if such third party shall have executed and delivered to Lessor a waiver agreement in form and substance acceptable to Lessor pursuant to which, among other things, such third party shall have waived any rights to the Equipment and agreed to surrender the Equipment to Lessor in the event of a Lessee Default under this Master Agreement. Notwithstanding the foregoing, Lessor agrees that computer equipment usable outside of a fixed office environment, such as laptops, notebooks or similar PC Equipment (collectively, "Mobile PC Equipment") may be relocated on a non-permanent basis from the Equipment Location originally specified in the applicable Schedule without Lessor's prior written consent, provided that (i) such relocation is made by Lessee's primary employee in the custody and control of such Mobile PC Equipment; (ii) the primary employee remains in possession and control of the Mobile PC Equipment, and (iii) the primary employee's principal office is the Equipment Location. For purposes of this Master Agreement and any applicable Schedule, the term Equipment shall be deemed to include all Mobile PC Equipment.

13. SECURITY INTEREST; MAXIMUM RATE. In order to secure all of its obligations hereunder, Lessee hereby, to the extent permitted by law and to secure payment and performance of Lessee's obligations under this Master Agreement and all Leases, grants Lessor a purchase money security interest in the related Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including, without limitation, insurance proceeds) thereto as well as a security interest in any other Equipment financed pursuant to this Master Agreement or any other agreement between Lessor and Lessee (collectively, the "Collateral"). In any such event, notwithstanding any provisions contained in this Master Agreement or in any Schedule, neither Lessor nor any Assignee shall be entitled to receive, collect or apply as interest any amount in excess of the maximum rate or amount permitted by applicable law. In the event Lessor or any Assignee ever receives, collects or applies as interest any amount in excess of the maximum amount permitted by applicable law, such excess amount shall be applied to the unpaid principal balance and any remaining excess shall be refunded to Lessee. In determining whether the interest paid or payable under any specific contingency exceeds the maximum rate or amount permitted by applicable law, Lessor and Lessee shall, to the maximum extent permitted under applicable law, characterize any non-principal payment as an expense or fee rather than as interest, exclude voluntary prepayments and the effect thereof, and spread the total amount of interest over the entire term of this Master Agreement and all Leases. Lessee agrees that Lessor may file this Lease as a financing statement evidencing such security interest or any other financing statement deemed necessary by Lessor and agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence such security interest.

14. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment from the time such Equipment is delivered to Lessee until such Equipment is returned to and is received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including without limitation, loss by fire (including extended coverage), theft and damage. Lessee agrees that such insurance shall name Lessor as a loss payee and cover not less than the replacement value of the Equipment. Lessee also

agrees that it shall carry commercial general liability insurance in an amount not less than \$2,000,000 total liability per occurrence and cause Lessor and its affiliates and its and their successors and assigns, to be named additional insureds under such insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor, and no policy shall contain a deductible in excess of \$25,000. Upon Lessor's prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, Lessee may self insure against such risks, provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. Lessee shall provide to Lessor (a) on or prior to the Acceptance Date for each Lease, and from time to time thereafter, certificates of insurance evidencing such insurance coverage throughout the Term of each Lease, and (b) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment (plus interest on such amounts at the rate of 1-1/2% per month or such lesser rate as is the maximum rate allowable under applicable law).

15. CASUALTY LOSS. Lessee shall notify Lessor of any Casualty Loss or repairable damage to any Equipment as soon as reasonably practicable after the date of any such occurrence but in no event later than 30 days after such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall (a) at Lessee's option provided no Lessee Default has occurred nor an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing or (b) at Lessor's option if a Lessee Default has occurred or an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing, (1) subject to Section 7 hereof, pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss, or (2) substitute and replace each item of Equipment suffering the Casualty Loss with an item of Substitute Equipment. If Lessee shall pay the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as it relates to such Equipment and, except as provided in Section 28, Lessee shall be relieved of all obligations under the applicable Lease as it relates to such Equipment. If Lessee shall replace Equipment suffering a Casualty Loss with items of Substitute Equipment the applicable Lease shall continue in full force and effect without any abatement of Rent with such Substitute Equipment thereafter being deemed to be Equipment leased thereunder. Upon Lessor's receipt of such payment of Stipulated Loss Value in full or replacement of the Equipment suffering the Casualty Loss with Substitute Equipment, Lessor shall transfer to Lessee all of Lessor's interest in the Equipment suffering the Casualty Loss "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall, at its expense, from insurance proceeds or other funds legally available, promptly cause such Equipment to be repaired to the condition it is required to be maintained pursuant to Section 11.

16. TAXES. Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding (a) Taxes on or measured by the overall gross or net income or items of tax preference of Lessor, (b) as to any Lease the related Equipment, Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Taxes imposed as a result of a sale or other transfer by Lessor of any portions of its interest in any Lease or in any Equipment except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

17. GENERAL INDEMNITY. Lessee, to the extent permitted by law, shall indemnify and hold harmless Lessor and assignees, from and against any and all Claims arising out of or in connection with any matter involving this Master Agreement, the Equipment or any Lease, including but not limited to the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use (including any patent, trademark or copyright infringement), condition, return or operation of any Equipment or the enforcement of Lessor's rights under any Lease. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify or defend against any Claim arising solely as a result of Lessor's gross negligence or willful misconduct.

18. TAX REPRESENTATIONS AND COVENANTS AND TAX PAYMENTS. (a) Lessee represents, covenants and warrants that: (i) Lessee is a political subdivision or agency or department of the State in which it is located; (ii) a portion of the Rent is interest based on the total Equipment cost as shown on a Schedule and such interest portion of the Rent shall be excluded from Lessor's gross income pursuant to Section 103 of the Code; (iii) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (iv) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (v) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Rent payments to be or become includable in gross income for federal income taxation purposes under the Code; (vii) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; (viii) Lessee has never failed to appropriate funds for payment of any amount due pursuant to a lease purchase agreement, a conditional sales agreement or any similar type of obligation; and (ix) Lessee is not and has never been in default under any bond, note, lease purchase agreement or other type of financial obligation to which it has been a party.

(b) This Master Agreement has been entered into on the basis that Lessor or any Assignee of Lessor shall claim that the interest paid hereunder is exempt from federal income tax under Section 103(a) of the Code. Upon a breach by Lessee of any of its representations, warranties and covenants in Section 18(a) above and as a result thereof, the United States Government disallows, eliminates, reduces, recaptures, or disqualifies, in whole or in part, any benefits of such exemption, Lessee shall then pay to Lessor, at

Lessor's election, either: (i) supplemental payment(s) to Lessor during the remaining period of the Term(s) in an amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Master Agreement) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits, together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance; or (ii) a lump sum payable upon demand to Lessor which shall be equal to the amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Master Agreement) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance.

19. COVENANT OF QUIET ENJOYMENT. So long as no Lessee Default exists, and no event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default, neither Lessor nor any party acting or claiming through Lessor, by assignment or otherwise, will disturb Lessee's quiet enjoyment of the Equipment during the Term of the related Lease.

20. DISCLAIMERS AND LESSEE WAIVERS. LESSEE LEASES THE EQUIPMENT FROM LESSOR "AS IS, WHERE IS." IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 19, LESSOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE; (B) LESSOR SHALL NOT BE DEEMED TO HAVE MADE, BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER OF ANY EQUIPMENT (EVEN IF LESSOR IS AFFILIATED WITH SUCH SUPPLIER); (C) LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN THE DELIVERY OR INSTALLATION THEREOF; (D) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE; AND (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER AGREEMENT OR ANY SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE; PROVIDED, HOWEVER, THAT NOTHING IN THIS MASTER AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSOR AND LESSEE AGREE THAT THE LEASES SHALL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS MASTER AGREEMENT AND THE OTHER FUNDAMENTAL AGREEMENTS AND NOT BY THE CONFLICTING PROVISIONS OF ANY OTHERWISE APPLICABLE LAW. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY LESSOR'S RIGHTS SET FORTH IN THIS MASTER AGREEMENT.

21. LESSEE WARRANTIES. Lessee represents, warrants and covenants to Lessor with respect to each Lease that: (a) Lessee has the power and authority to enter into each of the Fundamental Agreements; (b) all Fundamental Agreements are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessee; (c) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessee or any Fundamental Agreement, unless such actions have been disclosed to Lessor and consented to in writing by Lessor; (d) Lessee shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessee's performance of its obligations under any Fundamental Agreement; (e) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (f) all financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget or the assessment and collection of taxes and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles in the United States in effect at that time and shall fairly present Lessee's financial position as of the dates given on such statements; (g) since the date of the most recent annual financial statement, there has been no material adverse change in the financial condition of, or the level of assessment or collection of taxes by, the Lessee; (h) the Equipment, subject to any Lease, is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of such Lease only by Lessee and only to perform such function; (i) Lessee intends to use the Equipment for the entire Term of such Lease and all Equipment will be used for business purposes only and not for personal, family or household purposes; (j) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (k) there has been no material change in the budget for Lessee's current Fiscal Period since its adoption; (l) Lessee's obligations to pay Rent and any other amounts due under this Lease constitute a current expense and not a debt of Lessee under applicable state law; (m) no provision of this Lease constitutes a pledge of the tax or general revenues of Lessee; (n) Lessee does not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (o) Lessee does not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (p) Lessee is not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

22. DEFAULT. Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule within 10 days after its due date; or (b) Lessee defaults on or breaches any of the other terms and conditions of any Material Agreement, and fails to cure such breach within 10 days after written notice thereof from Lessor; or (c) any representation or warranty made by Lessee in any Material Agreement proves to be incorrect in any material respect when made or reaffirmed; or (d) any change occurs in relation to Lessee's financial condition that, in Lessor's opinion, would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or under any Schedule or (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or (f) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee (and, if such is proceeding is involuntary, it is not dismissed within 60 days after the thereof) or Lessee takes any action to authorize any of the foregoing matters; (g) any Equipment is levied against, seized or attached; or (h) any letter of credit or guaranty issued in support of a Lease is revoked, breached, canceled or terminated (unless consented to in advance by Lessor).

23. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due during Lessee's current fiscal year under any or all Leases to be immediately due and payable; or (b) terminate this Master Agreement or any Lease(s); or (c) take possession of, or render unusable, any Equipment wherever the Equipment may be located, without demand or notice and without any court order or other process of law in accordance with Lessee's reasonable security procedures, and no such action shall constitute a termination of any Lease; or (d) require Lessee to deliver the Equipment to a location specified by Lessor; or (e) declare the Stipulated Loss Value for any or all Equipment to be due and payable as liquidated damages for loss of a bargain and not as a penalty and in lieu of any further Rent payments under the applicable Lease or Leases; or (f) proceed by court action to enforce performance by Lessee of any Lease and/or to recover all damages and expenses incurred by Lessor by reason of any Lessee Default; or (g) terminate any other agreement that Lessor may have with Lessee; or (h) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessee shall pay Lessor (i) all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Agreement (including reasonable legal fees and collection agency costs) and (ii) all costs incurred by Lessor in exercising any of its remedies hereunder (including reasonable legal fees). Upon repossession or surrender of any Equipment, Lessor will lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor under this Master Agreement; provided, however, that Lessee will remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Any proceeds of any sale or lease of such Equipment in excess of the amounts owed to Lessor under this Master Agreement will be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice will constitute reasonable notice. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under any Schedule, Lessee acknowledges and agrees as follows: (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other Collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (iii) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

24. PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand.

25. PURCHASE OPTIONS. Lessee may elect, by delivering to Lessor at least 30 days' prior written notice, to purchase on any Rent payment date not less than all Units of Equipment then subject to the Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the sum of the Rent then due, all other amounts due under the Lease and the Concluding Payment for such Equipment as of the designated Rent payment date; provided no Lessee Default shall have occurred and be continuing or no event has occurred which with notice or lapse of time could constitute a Lessee Default. In the event of such an election, Lessee shall pay such amount to Lessor, in immediately available funds, on or before the designated Rent payment date. If Lessee shall have elected to purchase the Equipment, shall have so paid the purchase price and shall have fulfilled the terms and conditions of this Master Agreement and the related Schedule, then (1) the Lease with respect to such Equipment shall terminate on the designated Rent payment date and, except as provided in Section 28, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Equipment, and (2) Lessor shall transfer all of its interest in such Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.

26. ASSIGNMENT. Lessor shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Master Agreement, any Lease or any Equipment, in whole or in part, without prior notice to or the consent of Lessee. If any Lease is sold, assigned, or otherwise conveyed, Lessee agrees that Lessor's purchaser, assignee or transferee, as the case may be ("Assignee") shall (a) have the same rights, powers and privileges that Lessor has under the applicable Lease, (b) have the right to receive from Lessee all amounts due under the applicable Lease; and (c) not be required to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee. Lessee agrees to execute such acknowledgements to such

assignment as may be reasonably requested by Lessor or the Assignee. Lessee further agrees that, in any action brought by such Assignee against Lessee to enforce Lessor's rights hereunder, Lessee will not assert against such Assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. Unless otherwise specified by Lessor and the Assignee, Lessee shall continue to pay all amounts due under the applicable Lease to Lessor; provided, however, that upon notification from Lessor and the Assignee, Lessee covenants to pay all amounts due under the applicable Lease to such Assignee when due and as directed in such notice. Lessee further agrees that any Assignee may further sell, assign, grant a security interest in or otherwise convey its rights and interests under the applicable Lease with the same force and effect as the assignment described herein. Lessee may not assign, transfer, sell, sublease, pledge or otherwise dispose of this Master Agreement, any Lease, any Equipment or any interest therein. Lessee shall acknowledge each such assignment in writing if so requested and keep a complete and accurate record of all such assignments in a manner that complies with Section 149 of the Code, and regulations promulgated thereunder.

27. FURTHER ASSURANCES. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may require in order to more effectively carry out the intent and purpose of this Master Agreement and any Schedule. Without limiting the generality of the foregoing, Lessee agrees (a) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (b) to execute and timely deliver to Lessor such documents that Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. It is also agreed that Lessor or Lessor's agent may file as a financing statement, any lease document (or copy thereof, where permitted by law) or other financing statement that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. Upon demand, Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including legal fees and costs) incurred by Lessor in perfecting or protecting its interests in any Collateral. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's full and accurate legal name and that the information set forth on the first page hereof regarding its organization number, tax identification number and location is true and correct as of the date hereof. Lessee further agrees to provide Lessor advance written notice of any change in the foregoing.

28. TERM OF MASTER AGREEMENT; SURVIVAL. This Master Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until terminated by either party by 30 days' prior written notice to the other, provided that the effective date of the termination is after all obligations of Lessee arising hereunder and pursuant to any Schedule have been fully satisfied. Notwithstanding the foregoing, all representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Master Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities under this Master Agreement or any Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of such Lease, shall survive such expiration or termination and be enforceable by Lessor and Lessor's successors and assigns.

29. WAIVER OF JURY TRIAL. LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY LESSOR OR LESSEE IN CONNECTION WITH THIS MASTER AGREEMENT OR ANY FUNDAMENTAL AGREEMENT.

30. NOTICES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Master Agreement or any other Fundamental Agreement shall be in writing and shall be deemed to have been received upon receipt if delivered personally or by a nationally recognized overnight courier service, or by confirmed facsimile transmission, or 3 days after deposit in the United States mail, certified, postage prepaid with return receipt requested, addressed as follows (or such other address or fax number as either party shall so notify the other):

If to Lessor:

Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkeley Heights, NJ 07922
Attn: Director of Operations North America
Fax: (908) 898-4882

If to Lessee:

«Name_of_Lessee»
«Customer_HQ_address_1and2»
«Customer_HQ_city»«Customer_HQ_state»«Customer_HQ_zip_code»
Attn: _____ ("Authorized Lessee Representative")
Fax: «Customer_Fax»

31. MISCELLANEOUS

(a) Governing Law. THIS MASTER AGREEMENT AND EACH LEASE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF EQUIPMENT LOCATION.

(b) Credit Review. Lessee consents to a reasonable credit review by Lessor for each Lease.

(c) Captions and References. The captions contained in this Master Agreement and any Schedule are for convenience only and shall not affect the interpretation of this Master Agreement or any Lease. All references in this Master Agreement to Sections and Exhibits refer to Sections hereof and Exhibits hereto unless otherwise indicated.

(d) Entire Agreement; Amendments. This Master Agreement and all other Fundamental Agreements executed by both Lessor and Lessee constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

(e) No Waiver. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

(f) Lessor Affiliates. Lessee understands and agrees that Hewlett-Packard Financial Services Company or any affiliate or subsidiary thereof may, as lessor, execute Schedules under this Master Agreement, in which event the terms and conditions of the

applicable Schedule and this Master Agreement as it relates to the lessor under such Schedule shall be binding upon and shall inure to the benefit of such entity executing such Schedule as lessor, as well as any successors or assigns of such entity. Lessee agrees that Lessor may disclose any information provided by Lessee to Lessor or created by Lessor in the course of administering the Material Agreements to any parent or affiliate of Lessor.

(g) Invalidity. If any provision of this Master Agreement or any Schedule shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement or such Schedule.

(h) Counterparts. This Master Agreement may be executed in counterparts, which collectively shall constitute one document.

(i) Lessor Reliance. Lessor may act in reliance upon any instruction, instrument or signature reasonably believed by Lessor in good faith to be genuine. Lessor may assume that any employee of Lessee who executes any document or gives any written notice, request or instruction has the authority to do so.

32. DEFINITIONS. All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:

“Acceptance Certificate” means an Acceptance Certificate in substantially the form of Exhibit B, executed by Lessee and delivered to Lessor in accordance with Section 3.

“Acceptance Date” means, as to any Lease, the date Lessee shall have accepted the Equipment subject to such Lease in accordance with Section 3.

“Assignee” means any assignee of all or any portion of Lessor’s interest in this Master Agreement, any Schedule or any Equipment, whether such assignee received the assignment of such interest from Lessor or a previous assignee of such interest.

“Authorized Lessee Representative” has the meaning specified in Section 30.

“Casualty Loss” means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

“Casualty Value” means, as to any Equipment, an amount determined as of the date of the Casualty Loss or Lessee Default in question (“Calculation Date”) pursuant to a “Table of Casualty Values” attached to the applicable Schedule or, if no “Table of Casualty Values” is attached to the applicable Schedule, an amount equal to the sum of (a) the present value (as of the Calculation Date and discounted at the Discount Rate compounded monthly) of all Rent payments payable after the Calculation Date through the scheduled date of expiration of the Then Applicable Term, plus (b) an amount determined by multiplying the applicable casualty percentage specified below by the Total Cost of such Equipment. The “Discount Rate” shall mean a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. (or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us) at the Acceptance Date of the applicable Lease. The applicable casualty percentage will be 50% for Equipment having an Initial Term of less than 24 months; 40% for Equipment having an Initial Term of 24 months or greater, but less than 36 months; 30% for Equipment having an Initial Term of 36 months or greater, but less than 48 months; and 25% for Equipment having an Initial Term of 48 months or greater.

“Claims” means all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys’ fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities and losses, including, without limitation, actions based on Lessor’s strict liability in tort.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” has the meaning specified in Section 13.

“Concluding Payments” means the list of concluding payments on the attachment to the applicable Schedule.

“Daily Rent” means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360 day year and 30 day months).

“Equipment” has the meaning specified in Section 1.

“Equipment Location” means, as to any Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule and as subsequently specified in a notice delivered to Lessor pursuant to Section 12, if applicable.

“Fair Market Value” means the total price that would be paid for any specified Equipment in an arm’s length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

“Final Invoice Amount” has the meaning set forth in Section 2(c).

“First Payment Date” means, as to any Lease, the date the first Rent payment with respect to such Lease is due, as determined pursuant to the terms of the applicable Schedule.

“Fiscal Period” shall mean the fiscal year of Lessee, as it may be more particularly described in a Schedule.

“Fundamental Agreements” means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

“Hardware” means items of tangible equipment and other property.

“Lease” has the meaning specified in Section 2(a).

“Lessee” has the meaning specified in the preamble hereof.

“Lessee Default” has the meaning specified in Section 22.

“Lessor” has the meaning specified in the preamble hereof.

“License Agreement” means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

“Master Agreement” has the meaning specified in the preamble hereof.

“**Material Agreements**” means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, and any application for credit, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

“**Mobile PC Equipment**” has the meaning specified in Section 12 hereof.

“**Non-Appropriation**” has the meaning specified in Section 7.

“**Optional Additions**” has the meaning specified in Section 11.

“**PC Equipment**” means, collectively, personal computers (e.g., workstations, desktops and notebooks) and related items of peripheral equipment (e.g., monitors, printers and docking stations).

“**Purchase Documents**” means, as to any Equipment, any purchase order, contract, bill of sale, License Agreement, invoice and/or other documents that Lessee has, at any time, approved, agreed to be bound by or entered into with any Supplier of such Equipment relating to the purchase, ownership, use or warranty of such Equipment.

“**Rent**” has the meaning specified in Section 4.

“**Schedule**” means, unless the context shall otherwise require a Schedule executed by Lessor and Lessee pursuant to Section 2(a).

“**Seller**” means, as to any Equipment, the seller of such Equipment as specified in the applicable Schedule.

“**Software**” means copies of computer software programs owned or licensed by Lessor, and any disks, CDs, or other media on which such programs are stored or written.

“**State**” means any of the states of the United States, its territories and possessions.

“**Stipulated Loss Value**” means, as to any Equipment, an amount equal to the sum of (a) all Rent (including the Daily Rent from the Rent payment date immediately preceding the date of the Casualty Loss or Lessee Default to the date of the Casualty Loss or Lessee Default) and other amounts due and owing with respect to such Equipment as of the date of payment of such amount, plus (b) the Casualty Value of such Equipment.

“**Substitute Equipment**” means, as to any item of Hardware or Software subject to a Lease, a substantially equivalent or better item of Hardware or Software having equal or greater capabilities and equal or greater Fair Market Value manufactured or licensed by the same manufacturer or licensor as such item of Hardware or Software subject to a Lease. The determination of whether any item of Equipment is substantially equivalent or better than an item of Equipment subject to a Lease shall be based on all relevant facts and circumstances, but shall minimally require, in the case of a computer, that each of processor, hard-drive, random access memory and CD ROM drive, if applicable, be equivalent or better.

“**Supplier**” means as to any Equipment, the Seller and the manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

“**System Software**” means an item of Software that is pre-loaded on an item of Hardware purchased by Lessor for lease hereunder for which the relevant Purchase Documents specify no purchase price separate from the aggregate purchase price specified for such items of Hardware and Software.

“**Taxes**” means all license and registration fees and all taxes (local, state and federal), fees, levies, imposts, duties, assessments, charges and withholding of any nature whatsoever, however designated (including, without limitation, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) other than taxes measured by Lessor’s income.

“**Term**” means the term thereof as specified in the related Schedule.

“**Total Cost**” means as to any Lease, the total acquisition cost to Lessor of the Equipment subject to such Lease as set forth in the applicable Purchase Documents, including related delivery, installation, taxes and other charges which Lessor has agreed to pay and treat as a portion of such acquisition cost, if any.

“**UCC**” means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

“**Unit of Equipment**” means, as to the Equipment leased pursuant to any Schedule (a) each individual item of PC Equipment leased pursuant to such Schedule, and (b) all Equipment taken as a whole leased pursuant to such Schedule other than PC Equipment taken as a whole.

IN WITNESS WHEREOF, LESSEE AND LESSOR HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:
«Name_of_Lessee»

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

By: _____

Name and Title

Name and Title

Date

Date

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

Master Agreement Number «Master_Agreement_Number»
Schedule Number «Schedule_Number»

COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
SCHEDULE**

Hewlett-Packard Financial Services Company¹ ("Lessor") and «Name_of_Lessee», an agency, department or political subdivision of the State of _____ ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. **LEASE.**

A. Description of Items of Leased Equipment

Total Cost
\$ «Total_Cost_for_Leased_Items»

B. Term: «Term_of_Lease» Months.

2. **RENT.** See Attachment A.

ANNUAL RATE OF INTEREST _____

3. **LATEST COMMENCEMENT DATE:** «GPO_Pricing_Expiration_Date». Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. **EQUIPMENT LOCATION:** «TableStart:EL»«Delivery_Address»«TableEnd:EL»

5. **SELLER:** «TableStart:SV»«Seller_Vendor»«TableEnd:SV»

6. **APPROPRIATIONS:** Monies for all Rent and other payments due under the Lease for the Fiscal Period ending _____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. **NON-ASSIGNABILITY BY LESSOR:** Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease, except to a Lessor Affiliate in connection with a merger, reorganization, sale of assets or substantial portfolio sale.

8. **ADDITIONAL PROVISIONS:**

9. **FISCAL PERIOD:** _____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:

«Name_of_Lessee»

By: _____

Name and Title

Date

LESSOR:

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

Name and Title

Date

SAMPLE

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

ATTACHMENT A

TO

SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

The first payment of Rent will be due [__ days after][on] the Acceptance Date and all payments will be due [monthly][quarterly][semi-annually][annually] thereafter.

Rent Payment No.	Rent	Interest	Principal	Principal Balance	Prepayment Premium	Concluding Payments
1						
2						
3						
4						
Totals						

Please note that the Prepayment Premium is 2 % of the Principal Balance, only payable in the case of early repayment of the lease.

Lessee Please Initial and date: _____



Master Agreement Number «Master_Agreement_Number»
Schedule Number «Schedule_Number»

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company¹ (“Lessor”) and «Name_of_Lessee», an agency, department or political subdivision of the State of _____ (“Lessee”) are parties to the State and Local Government Master Lease Purchase Agreement (the “Master Agreement”) and Schedule under such Master Agreement (the “Schedule”) identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:
«TableStart:EL»«Delivery_Address»«TableEnd:EL»

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

«Name_of_Lessee»
By: _____

Name and Title
Acceptance Date: _____

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.
13 of 13

Limited Access Agreement

THIS LIMITED ACCESS AGREEMENT (“Agreement”), made and entered into this ____ day of _____ 2018, is by and between the City of Conway, Arkansas (hereinafter the “Grantor”) and MR Capitol Partners, LLC(hereinafter “Grantee”) (collectively referred to as “the parties”).

ACKNOWLEDGMENTS

WHEREAS, the Grantee is in the process of developing property located on Dave Ward Drive in Conway, Arkansas (See attached Exhibit A hereinafter the “Development”). The Development is planned to have a mixed use including both multi-family residential and storage units.

WHEREAS, the Development is subject to Arkansas State Fire Codes.

WHEREAS, currently the Development only has single entrance and exit which is not sufficient to comply with the Arkansas State Fire Code.

WHEREAS, Section D106 of the Arkansas State Fire Code states:

D106.1 Projects having more than 100 dwelling units.

Multiple-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads. Exception: Projects having up to 200 dwelling units may have a single approved fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout with approved automatic sprinkler systems installed in accordance with Section 903.3.1.1 or 903.3.1.2.

D106.2 Projects having more than 200 dwelling units.

Multiple-family residential projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.

WHEREAS, there is an existing gravel private drive located on property owned by the Grantor which lies to the south of the property owned by the Grantee, the centerline of which is more particularly described as follows:

Commencing at the SE corner of the NW1/4 NW1/4 of Section 19, T-5-N, R-13-W; thence N89°23'30"W 646.24 feet to a found 1/2" rebar; thence S01°56'42"W 25.00 feet to the point of origination; thence S89°23'30"E 649.41 feet; thence

S87°39'15"E 488.60 feet; thence with a curve turning to the right with an arc length of 234.25 feet, with a radius of 412.71 feet, with a chord bearing of S71°23'37"E, with a chord length of 231.12 feet; thence with a compound curve turning to the right with an arc length of 175.80 feet, with a radius of 204.58 feet, with a chord bearing of S23°44'54"E, with a chord length of 170.44 feet; thence S87°08'17"E 550.31 feet; to the point of termination in the Centerline of Sturgis road, being approximately 252.00 feet south of the SE Corner of the NE1/4 NW1/4 of Section 19, T-5-N, R-13-W.

Subject to all roadways, easements and reservations that are of record or physically in place.

WHEREAS, in order to continue to encourage continued development of the Dave Ward Drive corridor, especially development that includes affordable housing for its growing population, the Grantor hereby agrees to provide limited, revocable access to the private drive described herein as a secondary means of ingress and egress for emergency personnel and equipment sufficient to satisfy Arkansas State Fire Code.

TERMS

Improvement/Maintenance. Grantee agrees to make improvements to the private drive to the extent reasonably necessary in order for the private drive to be able to accommodate the load capacity requirements for emergency vehicles. During the term of this Agreement, Grantee will maintain the private drive to the extent reasonably necessary to ensure it can accommodate the load capacity requirements for emergency vehicles and remains a suitable roadway for emergency equipment. Grantee understands and agrees the development will not pass fire code inspection until the private drive is improved to accommodate load capacity requirements for emergency vehicles.

Grantee will also install and maintain a gate at the point the private drive enters the Development. The gate shall be manufactured and installed to the Fire Codes and the proper hardware shall be installed for Conway Fire Department access. This gate will remain locked at all times. A key or other means of entry will be provided to the Conway Fire Department. The gate will have a sign on the Development side with the words "FOR USE BY AUTHORIZED PERSONNEL ONLY" or something substantially similar.

Use and Purpose. Grantee understands and agrees the Grantor's permission to use the private drive is for the limited and exclusive purpose of providing secondary access for emergency personnel and equipment to the Development. The private drive will not and cannot be used for any other purpose including but not limited to construction equipment (except for fulfillment of Grantee's obligations listed herein), parking or use by residents or visitors of the Development.

Failure to Develop. This Agreement shall automatically terminate if the public road on the Grantee's property is not extended from Dave Ward Drive to the point of intersection of

Grantee's south property line and the private drive within one (1) year of the commencement of construction of Phase II of the Development.

Termination. This Agreement may be terminated if the Grantee or its successors and assigns should be provided with written notice of a violation of this Agreement and such violation should not be cured within sixty (60) days after actual receipt of such written notice.

Assignment. The access in this Agreement is for the sole and exclusive benefit of the property owned by the Grantee, its successors and assigns. The access in this Agreement may only be assigned as an appurtenance to the sale of the entirety of the property owned by the Grantee. The access in this Agreement may not be assigned without the express written consent of the Grantor, which consent shall not be unreasonably withheld.

Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor, its officials, administration, agents and employees from any and all claims arising out of the use of the access in this Agreement by the Grantee. Upon assignment of this Agreement, the indemnification obligation shall transfer to the Assignee, and the Assignor shall have no indemnification obligation with respect to events which occur after the effective date of the assignment.

Governing Laws. The laws of the State of Arkansas shall act as the governing law for any disputes between the parties arising out of or relating to this Agreement with exclusive venue being Faulkner County Circuit Court.

GRANTOR:

Bart Castleberry, Mayor
City of Conway

Date

GRANTEE:

MR Capitol Partners, LLC

By: _____
Title Date



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

**AN ORDINANCE APPROPRIATING FUNDS FOR THE PURCHASE OF THE BUILDING AT 1111 MAIN STREET;
DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

Whereas, the City Council approved the purchase of 1111 Main Street at its regular meeting on August 14, 2018; and

Whereas, the purchase price for the building will be \$4,000,000.00; and

Whereas, the funding strategy discussed and decided upon at that meeting was to utilize a combination of the \$1,000,000 received from Conway Corporation for the lease of the building at 1201 Oak Street, and \$3,000,000 of Sanitation funds to cover the cost of the purchase.

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

Section 1. The City of Conway shall appropriate funds in the amount of \$1,000,000 from the Proceeds from the Sale of Assets Account (001.119.4611) to the Building Acquisition Account (001.101.5903).

Section 2. The City of Conway shall transfer Sanitation funds in the amount of \$3,000,000 to the General Fund and also appropriate to the Building Acquisition Account (001.101.5903).

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

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

PASSED this 25th day of September 2018.

Approved:

Mayor Bart Castleberry

Attest:

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