



City of Conway, Arkansas  
CITY COUNCIL  
Agenda • July 23<sup>rd</sup>, 2024  
[www.conwayarkansas.gov](http://www.conwayarkansas.gov)

Elected Officials

Mayor Bart Castleberry  
City Clerk Michael O. Garrett  
City Attorney Charles Finkenbinder

Ward 1 Position 1 – Andy Hawkins  
Ward 1 Position 2 – David Grimes  
Ward 2 Position 1 – Woodrow Cummins  
Ward 2 Position 2 – Shelley Mehl  
Ward 3 Position 1 – Mark Ledbetter  
Ward 3 Position 2 – Cindy Webb  
Ward 4 Position 1 – Theodore Jones Jr.  
Ward 4 Position 2 – Shelia Isby

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<u>5:30pm:</u>	No Committee Meeting
<u>6:00pm:</u>	City Council Meeting • Conway Municipal Building • 1111 Main Street
<u>Call to Order:</u>	Bart Castleberry, Mayor
<u>Roll Call:</u>	Michael O. Garrett, Clerk/Treasurer
<u>Minutes Approval:</u>	June 25 <sup>th</sup> , 2024
<u>Monthly Financial Report:</u>	Month Ending June 30 <sup>th</sup> , 2024
<u>Updates:</u>	Update from ARML

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**A. Economic Development Committee (Conway Area Chamber of Commerce, Conway Development Corporation, Conway Downtown Partnership, & Conway Corporation).**

1. Ordinance to authorize the reconveyance of certain industrial property and consent to assign the City's industrial development revenue bond for DBG Arkansas Project.

**B. Community Development Committee (Airport, Community Development, Code Enforcement, Permits, Inspections, & Transportation, Planning & Development).**

1. Consideration to approve waiving all three readings for the ordinances on the July 23<sup>rd</sup>, 2024 City Council agenda.
2. Resolution to approve a corporate lease agreement with J3 AERO LLC. for the Conway Airport.
3. Resolution to appropriate funds and approve the submission of a substantial amendment to the PY2024 Action Plan for the Community Development Block Grant Program.
4. Resolution requesting the Faulkner County Tax Collector to place a lien on property located at 1924 College Ave. for expenses incurred by the City.
5. Ordinance to appropriate funds and approve the purchase of property for the Transportation Department.
6. Ordinance to approve the rezoning of property located at 2510 Tyler Street from R-1 to PUD.

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

1. Ordinance appropriating additional funding for the completion of Pompe Park.

**D. Public Safety Committee (District Court, Department of Information Systems & Technology, Animal Welfare, CEOC (Communication Emergency Operations Center), Police, Fire, & Office of the City Attorney).**

1. Consideration to approve the disposal of inventory for the Information Technology Department.
2. Ordinance appropriating funds for various reimbursements for the Conway Police Department.
3. Ordinance appropriating funds for the purchase of three drones for the Conway Police Department.
4. Ordinance to approve entering an agreement for School Resource Officers with Conway Public Schools.

***Adjournment***



City of Conway, Arkansas  
Monthly Financial Reports  
June 30, 2024

City of Conway  
 Monthly Financial Report - Airport  
 For the month ended June 30, 2024



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Sales Tax	25,000	3,098	15,335		9,665	61%
Airport Fuel Sales	2,066,198	127,783	745,040		1,321,158	36%
T-Hangar Rent	183,780	7,510	134,882		48,898	73%
Community Hangar Rent	48,000	3,000	17,000		31,000	35%
Ground Leases	25,000	-	-		25,000	0%
Misc Revenue - Non air	10,000	-	8,537		1,463	85%
Miscellaneous Revenues	22,000	2,473	17,105		4,895	78%
<b>Total Revenues</b>	<b>2,379,978</b>	<b>143,864</b>	<b>937,900</b>	<b>-</b>	<b>1,442,078</b>	<b>39%</b>
<b>Expenditures</b>						
Personnel Costs	388,650	33,750	194,394	-	194,256	50%
Fuel for Resale	1,784,881	115,990	634,568	-	1,150,313	36%
Other Operating Costs	177,550	17,778	60,643	3,269	113,637	34%
Total Operating Costs	2,351,081	167,517	889,606	3,269	1,458,206	38%
Capital Outlay	28,897	-	13,897	-	15,000	48%
<b>Total Expenditures</b>	<b>2,379,978</b>	<b>167,517</b>	<b>903,503</b>	<b>3,269</b>	<b>1,473,206</b>	<b>38%</b>
<b>Net Revenue/(Expense)</b>	<b>-</b>		<b>34,397</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
 Monthly Financial Report - General Fund  
 For the month ended June 30, 2024



Revenues	Budget	Month		Encumbered	(Over)/Under	
		Activity	Year to Date		Budget	% Expend/Collect
Ad Valorem Tax	4,300,000	253,799	2,127,256		2,172,744	49%
Payments in Lieu of Tax	30,000	-	4,221		25,779	14%
State Tax Turnback	1,000,000	65,721	458,275		541,725	46%
Insurance Tax Turnback - LOPFI	1,400,000	-	-		1,400,000	0%
Sales Tax	29,600,000	2,418,915	15,224,167		14,375,833	51%
Beverage Tax	650,000	-	219,711		430,289	34%
Franchise Fees	3,880,400	2,790	1,693,752		2,186,649	44%
Office Space Leases	67,400	-	28,083		39,317	42%
Permits	667,000	26,878	288,879		378,121	43%
Public Safety	2,385,404	99,987	1,235,332		1,150,072	52%
Parks	640,000	90,519	517,094		122,906	81%
Federal Grant Revenues	-	-	225,683		(225,683)	-
Insurance Proceeds	53,628	-	320,307		(266,678)	597%
Interest Income	123,000	1,766	603,239		(480,239)	490%
Proceeds from Sale of Assets	-	365	1,366		(1,366)	-
Donations	7,750	6,386	10,155		(2,405)	131%
Miscellaneous Revenues	160,950	10,844	65,166		95,784	40%
Transfers from Other Funds	835,640	-	477,716		357,924	57%
<b>Total Revenues</b>	<b>45,801,173</b>	<b>2,977,969</b>	<b>23,500,403</b>		<b>22,300,770</b>	<b>51%</b>
<b>Expenditures</b>						
Admin (Mayor, HR)	1,210,030	76,266	437,821	1,100	771,110	36%
Finance	536,762	56,951	205,258	3,233	328,271	38%
City Clerk/Treasurer	174,666	12,961	79,660	1,994	93,012	46%
City Council	111,166	10,392	36,039	-	75,127	32%
Planning	732,226	50,881	416,100	926	315,200	57%
Physical Plant	991,977	77,340	417,168	9,438	565,370	42%
Information Technology	1,885,241	162,835	674,456	44,133	1,166,651	36%
Permits and Inspections	594,007	36,983	242,394	278	351,336	41%
Nondepartmental	1,163,146	31,763	871,907	10,498	280,741	75%
Police	17,927,822	1,330,694	8,161,278	382,603	9,383,941	46%
CEOC	1,492,540	106,907	674,378	12,559	805,603	45%
Animal Welfare	592,456	43,645	252,743	2,485	337,228	43%
Municipal District Court	950,972	72,417	472,990	305	477,678	50%
City Attorney	672,143	43,515	264,060	2,183	405,900	39%
Fire	14,767,291	1,235,761	7,293,336	312,268	7,161,688	49%
Parks	4,957,247	437,966	2,141,198	79,194	2,736,855	43%
<b>Total Expenditures</b>	<b>48,759,692</b>	<b>3,787,276</b>	<b>22,640,784</b>	<b>863,196</b>	<b>25,255,711</b>	<b>46%</b>
<b>Net Revenue/(Expense)</b>	<b>(2,958,519)</b>		<b>859,619</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
General Fund  
2024



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-24-17	2/27/24	Portable radios for IT department	29,085
O-24-21	3/12/24	Software for the Emergency Operations Center	11,245
O-24-24	3/26/24	General Fund portion of fire truck payments	128,525
O-24-31	4/9/24	New fire truck purchase	1,200,000
O-24-41	5/28/24	Create new position for 911 Director	60,000
O-24-42	5/28/24	Create new position for Victim Service Coordinator	32,450
			<u>\$ 1,461,305</u>

City of Conway  
 Balance Sheet - General Fund  
 As of June 30, 2024



Cash - Operating	17,798,631
Cash - Reserve	2,019,254
Petty Cash	715
Taxes Receivable	5,662,504
Accounts Receivable	5,254,664
Lease Receivable	290,132
Due from Street	9,852
Due from Component Unit	233,169
Due from Municipal Court	69,589
Fuel Inventory	15,623
General Inventory	585
<b><i>Assets</i></b>	<b><u>31,354,719</u></b>
Accounts Payable	(1,561)
Insurance and Benefits Payable	(21,157)
Event Deposits	5,600
Held for Others - Crimestopper Reward	5,000
Held for Others - Performance Bonds	5,195
Deferred Revenue	4,657,830
Unearned Revenue	1,230,132
<b><i>Liabilities</i></b>	<b><u>5,881,040</u></b>
<b><i>Fund Balance</i></b>	<b>25,473,679</b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>31,354,719</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Street Fund  
 For the month ended June 30, 2024



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
<b>Revenues</b>						
Ad Valorem Tax	1,600,000	92,867	784,479		815,521	49%
Payments in Lieu of Tax	10,000	-	-		10,000	0%
State Tax Turnback	3,000,000	415,459	2,395,434		604,566	80%
State Tax Turnback - Other	1,800,000	6,577	48,361		1,751,639	3%
Severance Tax	200,000	1,797	39,672		160,328	20%
State Tax Turnback - Wholesale	400,000	36,675	208,594		191,406	52%
Sales Tax	400,000	33,893	213,318		186,682	53%
Engineering Fees	10,000	200	4,750		5,250	48%
Fees for Street Cuts	-	2,680	51,479		(51,479)	-
Interest Income	100,000	-	116,964		(16,964)	117%
Miscellaneous Revenues	-	-	48		(48)	-
<b>Total Revenues</b>	<b>7,520,000</b>	<b>590,148</b>	<b>3,863,100</b>	<b>-</b>	<b>3,656,900</b>	<b>51%</b>
<b>Expenditures</b>						
Personnel Costs	3,499,631	225,267	1,310,053	-	2,189,578	37%
Other Operating Costs	<u>4,225,679</u>	<u>103,551</u>	<u>1,609,082</u>	<u>1,038,892</u>	<u>1,577,705</u>	38%
Total Operating Costs	7,725,310	328,818	2,919,136	1,038,892	3,767,282	38%
Capital Outlay	<u>553,233</u>	<u>-</u>	<u>168,328</u>	<u>115,593</u>	<u>269,312</u>	<u>30%</u>
<b>Total Expenditures</b>	<b>8,278,543</b>	<b>328,818</b>	<b>3,087,464</b>	<b>1,154,485</b>	<b>4,036,594</b>	<b>37%</b>
<b>Net Revenue/(Expense)</b>	<b>(758,543)</b>		<b>775,636</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
Street Fund  
2024



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
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City of Conway  
Balance Sheet - Street Fund  
As of June 30, 2024



Cash - Operating	5,164,447
Taxes Receivable	79,342
Accounts Receivable	2,290,497
<b><i>Assets</i></b>	<b><u>7,534,285</u></b>
Insurance and Benefits Payable	739
Due to General	9,852
Deferred Revenue	1,713,799
<b><i>Liabilities</i></b>	<b><u>1,724,390</u></b>
<b><i>Fund Balance</i></b>	<b><u>5,809,894</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>7,534,285</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Sanitation  
 For the month ended June 30, 2024



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
<b>Revenues</b>						
Sanitation Fee Rev-Residential	9,900,000	886,575	5,216,731		4,683,269	53%
Proceeds - Recycled Materials	375,000	45,312	301,859		73,141	80%
Landfill Fees - General	275,000	23,952	185,250		89,750	67%
Insurance Proceeds		-	4,457		(4,457)	-
Interest Income	300,000	-	526,290		(226,290)	175%
Proceeds from Sale of Assets	-	103	853		(853)	-
<b>Total Revenues</b>	<b>10,850,000</b>	<b>955,941</b>	<b>6,235,440</b>	<b>-</b>	<b>4,614,560</b>	<b>57%</b>
<b>Expenditures</b>						
Personnel Costs	6,095,938	497,951	2,851,204	-	3,244,734	47%
Other Operating Costs	<u>3,480,000</u>	<u>268,802</u>	<u>1,191,738</u>	<u>165,516</u>	<u>2,122,746</u>	<u>34%</u>
Total Operating Costs	9,575,938	766,753	4,042,943	165,516	5,367,480	42%
Capital Outlay	<u>1,247,000</u>	<u>17,130</u>	<u>114,891</u>	<u>1,357,884</u>	<u>(225,775)</u>	<u>9%</u>
<b>Total Expenditures</b>	<b>10,822,938</b>	<b>783,883</b>	<b>4,157,834</b>	<b>1,523,399</b>	<b>5,141,705</b>	<b>38%</b>
<b>Net Revenue/(Expense)</b>	<b>27,062</b>		<b><u>2,077,606</u></b>			

\*All figures are unaudited

Notes:

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City of Conway  
Sanitation Fund  
2024



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
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City of Conway  
 Balance Sheet - Sanitation  
 As of June 30, 2024



Cash - Operating	16,278,509
Petty Cash	200
Post Closure Cash Account	6,814,813
Due from Component Unit	908,053
General Inventory	2,122
Land & Buildings	2,245,592
Infrastructure	717,115
Machinery, Equipment & Vehicles	3,560,789
Deferred Outflows of Resources	1,311,646
Deferred Outflows of Resources-OPEB	221,321
<b><i>Assets</i></b>	<b><u>32,060,161</u></b>
Accounts Payable	5,441
Insurance and Benefits Payable	66
Compensated Absences	254,949
Net Pension Obligation	12,729,112
Deferred Inflows of Resources	2,971,317
Deferred Inflows of Resources-OPEB	337,672
Net OPEB Liability	855,277
Landfill Close/Post Close	8,962,183
<b><i>Liabilities</i></b>	<b><u>26,116,017</u></b>
<b><i>Net Position</i></b>	<b><u>5,944,143</u></b>
<b><i>Total Liabilities and Net Position</i></b>	<b><u>32,060,161</u></b>

\*All figures are unaudited

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

City of Conway  
Airport Fund  
2024



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
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City of Conway  
 Balance Sheet - Airport  
 As of June 30, 2024



Cash - Operating	387,364
Taxes Receivable	4,799
Accounts Receivable - Fuel Vendor	32,284
Fuel Inventory	80,075
Land	1,254,473
Buildings	4,848,123
Machinery & Equipment	112,970
Infrastructure	21,055,056
Deferred Outflows of Resources-OPEB	9,059
<b><i>Assets</i></b>	<b><u>27,784,204</u></b>
Compensated Absences	37,133
Net OPEB Liability	35,008
Deferred Inflows of Resources-OPEB	13,822
Unearned Revenue	288,144
Note Payable	600,000
<b><i>Liabilities</i></b>	<b><u>974,107</u></b>
<b><i>Net Position</i></b>	<b><u>26,810,097</u></b>
<b><i>Total Liabilities &amp; Net Position</i></b>	<b><u>27,784,204</u></b>

\*All figures are unaudited

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

City of Conway  
Monthly Financial Report - Major Project Funds  
As of June 30, 2024



Parks and Rec A&P Tax

Balance, 5/31/24	1,921,271
Receipts	462,058
Payments	(269,317)
Balance, 6/30/24	\$ 2,114,012

Pay as you go Sales Tax

Balance, 5/31/24	11,634,201
Receipts	167,370
Payments	(806,410)
Balance, 6/30/24	\$ 10,995,161

Street Impact Fees

Balance, 5/31/24	1,984,965
Receipts	117,453
Payments	-
Balance, 6/30/24	\$ 2,102,419

Parks Impact Fees

Balance, 5/31/24	255,366
Receipts	62,626
Payments	-
Balance, 6/30/24	\$ 317,991

Street Sales Tax

Balance, 5/31/24	23,526,067
Receipts	111,030
Payments	(95,363)
Balance, 6/30/24	\$ 23,541,734

American Rescue Plan Act

Balance, 5/31/24	4,125,675
Receipts	19,485
Payments	-
Balance, 6/30/24	\$ 4,145,160

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE RECONVEYANCE OF CERTAIN INDUSTRIAL PROPERTY AND CONSENT TO AN ASSIGNMENT AND ASSUMPTION AGREEMENT RELATING TO THE CITY'S TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND (DBG ARKANSAS PROJECT), SERIES 2018.**

**WHEREAS**, the City of Conway, Arkansas (the "City") is authorized under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Arkansas Code Annotated Sections 14-164-201 *et seq.* (the "Act"), to own, acquire, construct, reconstruct, improve, equip and lease facilities to secure and develop industry and to assist in the financing and refinancing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

**WHEREAS**, pursuant to the Act and as approved by Ordinance No. O-17-138 of the City Council adopted on December 12, 2017, the City has previously issued its \$5,200,000 Taxable Industrial Development Revenue Bond (DBG Arkansas Project), Series 2018 (the "Bond"), for the purpose of financing the acquisition, renovation, refurbishment and equipping of an industrial facility (the "Project") located at 600 Dave Ward Drive within the corporate boundaries of the City; and

**WHEREAS**, the Bond was issued and secured pursuant to the terms and provisions of a Trust Indenture dated as of December 1, 2018 (the "Indenture"), by and between the City and Simmons Bank, as trustee (the "Trustee"); and

**WHEREAS**, the Project facilities were leased by the City to DBG Arkansas, LLC, a Delaware limited liability company ("DBG") pursuant to the terms and provisions of a Lease Agreement dated as of December 1, 2018 (the "Lease Agreement"); and

**WHEREAS**, in connection with the issuance of the Bond, the City and DBG also entered in an Agreement for Payments in Lieu of Taxes dated December 28, 2018 (the "PILOT Agreement"), with respect to the real and personal property comprising the Project; and

**WHEREAS**, DBG has requested the release and reconveyance by the City to DBG of a portion of the Project real property subject to the Lease Agreement and the PILOT Agreement; and

**WHEREAS**, in connection with the proposed sale and leaseback of DBG's interest in the remaining portion of the Project, DBG desires to assign its rights and obligations under the Lease Agreement and PILOT Agreement to Terry Wood Inc., an Arkansas corporation, or an affiliate thereof (the "Purchaser"), pursuant to an Assignment and Assumption Agreement to be dated as of the date of its execution by and between DBG and the Purchaser (the "Assignment and Assumption Agreement"), and has requested the City's consent to the Assignment and Assumption Agreement;



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

Section 1. In order to reconvey to DBG that portion of the Project real property subject to the Lease Agreement and the PILOT Agreement as requested by DBG, there is hereby authorized the execution and delivery of a Quitclaim Deed by the City. The Quitclaim Deed is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to execute and deliver the Quitclaim Deed.

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

Section 2. In order to evidence the City's consent to DBG's assignments of its rights and obligations under the Lease Agreement and PILOT Agreement, and the Purchaser's assumption of such rights and obligations, there is hereby authorized the execution and delivery of the consent to the Assignment and Assumption Agreement by the City. The Assignment and Assumption Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to execute the consent to the Assignment and Assumption Agreement.

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

Section 3. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Quitclaim Deed and the Assignment and Assumption Agreement and the amendment of the property description in the Lease Agreement and PILOT Agreement. The Mayor and the City Clerk are hereby further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 4. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 5. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED: \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Mayor

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

(S E A L)

## QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

That the **City of Conway, Arkansas**, a municipal corporation of the State of Arkansas (“*Grantor*”), for the consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid by **DBG Arkansas, LLC**, a Delaware limited liability company (“*Grantee*”), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, convey and quitclaim unto Grantee, and its successors and assigns forever, all of Grantor’s right, title, interest and claim in and to the following lands situated in Faulkner County, Arkansas, more particularly described on Exhibit A attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same unto Grantee and its successors and assigns forever, with all appurtenances thereunto belonging.

IN TESTIMONY WHEREOF, this instrument is executed as of this \_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF CONWAY, ARKANSAS**

By: \_\_\_\_\_  
Name: Bart Castleberry  
Title: Mayor

THIS INSTRUMENT PREPARED BY:  
Gordon M. Wilbourn  
Kutak Rock LLP  
124 W. Capitol Ave., Suite 2000  
Little Rock, Arkansas 72201

**ACKNOWLEDGMENT**

COUNTY OF FAULKNER )  
 )  
STATE OF ARKANSAS )

On this day, before me personally appeared Bart Castleberry, to me personally well known, who acknowledged that he is the Mayor of the **City of Conway, Arkansas**, and that he, as such officer, being authorized so to do, had executed the foregoing instrument for the purposes and consideration therein contained, by signing the name of the city as such officer.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
(SEAL)

## EXHIBIT A

The following described real estate situated in Faulkner County, Arkansas, to-wit:

### **TRACT 1:**

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 13 WEST AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 14 WEST, ALL IN PULASKI COUNTY ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, BEING MARKED BY A FOUND 1/2" REBAR (W/CAP, PS# 1363); THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, S87°55'30"E A DISTANCE OF 394.46 FEET TO A SET 1/2" REBAR (W/CAP, PS# 1547); THENCE LEAVING SAID NORTH LINE, S01°36'00"W A DISTANCE OF 537.00 FEET TO A SET MAG NAIL; THENCE N88°26'42"W A DISTANCE OF 160.63 FEET TO A SET MAG NAIL; THENCE S86°20'27"W A DISTANCE OF 118.21 FEET TO A SET MAG NAIL; THENCE S88°23'51"W A DISTANCE OF 28.07 FEET TO A SET MAG NAIL; THENCE N88°26'56"W A DISTANCE OF 60.34 FEET TO A POINT; THENCE N88°26'56"W A DISTANCE OF 27.24 FEET TO A SET MAG NAIL; THENCE N86°29'12"W A DISTANCE OF 41.20 FEET TO A SET MAG NAIL; THENCE S00°04'41"W A DISTANCE OF 45.06 FEET TO A FOUND RAILROAD SPIKE; THENCE N87°27'45"W A DISTANCE OF 779.73 FEET TO A FOUND MAG NAIL; THENCE N36°34'14"W A DISTANCE OF 301.34 FEET TO A FOUND COTTON PICKER SPINDLE; THENCE N01°36'36"E A DISTANCE OF 115.87 FEET TO A FOUND REBAR (W/CAP, PS# 1243); THENCE N06°20'51"E A DISTANCE OF 227.43 FEET TO A FOUND REBAR (W/CAP, PS# 1243); THENCE N08°22'24"W A DISTANCE OF 39.39 FEET TO A FOUND REBAR (W/CAP, PS# 1243); THENCE N88°50'32"W A DISTANCE OF 188.21 FEET TO A FOUND REBAR; THENCE N05°01'30"W A DISTANCE OF 15.72 FEET TO A FOUND 1/2" REBAR (W/CAP, PS# 1363); THENCE S84°40'16"W A DISTANCE OF 97.61 FEET TO A FOUND MAG NAIL BEING ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE ALONG SAID WEST LINE, N01°30'54"E A DISTANCE OF 63.39 FEET TO A FOUND PK NAIL; THENCE LEAVING SAID WEST LINE, S88°54'50"E A DISTANCE OF 626.81 FEET TO A FOUND 1/2" REBAR (W/CAP, PS# 1363); THENCE N01°46'32"E A DISTANCE OF 221.13 FEET TO A FOUND 1/2" REBAR; THENCE S88°53'49"E A DISTANCE OF 652.61 FEET TO A FOUND 1/2" REBAR (W/CAP, PS# 1363); THENCE S01°33'04"W A DISTANCE OF 332.63 FEET TO THE POINT OF BEGINNING, CONTAINING 24.11 ACRES, MORE OR LESS. SAID TRACT BEING SUBJECT TO ALL RIGHTS OF WAY, COVENANTS, EASEMENTS AND RESTRICTIONS ON RECORD OR PHYSICALLY IN PLACE.

### **ALSO WITH AN ACCESS EASEMENT:**

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 13 WEST AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 14 WEST, ALL IN PULASKI COUNTY ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, S87°55'30"E A DISTANCE OF 394.46 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE, S01°36'00"W A DISTANCE OF 537.00 FEET TO A POINT; THENCE N88°26'42"W A DISTANCE OF 160.63 FEET TO A POINT; THENCE S86°20'27"W A DISTANCE OF 118.21 FEET TO A POINT; THENCE S88°23'51"W A DISTANCE OF 28.07 FEET TO A POINT; THENCE N88°26'56"W A DISTANCE OF 60.34 FEET TO THE POINT OF BEGINNING; THENCE N88°26'56"W A DISTANCE OF 27.24 FEET TO A POINT; THENCE N86°29'12"W A DISTANCE OF 41.20 FEET TO A POINT; THENCE S00°04'41"W A DISTANCE OF 45.06 FEET TO A FOUND RAILROAD SPIKE; THENCE S03°23'28"W A DISTANCE OF 47.16 FEET TO A FOUND RAILROAD SPIKE; THENCE N89°43'18"E A DISTANCE OF 68.68 FEET TO A FOUND FENCE CORNER POST (1363); THENCE N02°50'32"E A DISTANCE OF 50.92 FEET TO A FOUND 1/2" REBAR (W/CAP, PS# 1363); THENCE N00°00'00"E A DISTANCE OF 37.68 FEET TO THE POINT OF BEGINNING.

City of Conway, Arkansas  
Office of the Mayor

# Memo:

**To:** Mayor Bart Castleberry  
**CC:** City Council Members  
**From:** Felicia Rogers  
**Date:** July 19<sup>th</sup>, 2024  
**Re:** July 23<sup>rd</sup>, 2024 Agenda

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The following ordinances are included on the July 23<sup>rd</sup> City Council Agenda, for consideration of waiving the three readings of each ordinance:

1. A-1 - Ordinance to authorize the reconveyance of certain industrial property and consent to assign the City's industrial development revenue bond for DBG Arkansas Project.
2. B-3 - Ordinance to appropriate funds and approve the submission of a substantial amendment to the PY2024 Action Plan for the Community Development Block Grant Program.
3. B-5 - Ordinance to appropriate funds and approve the purchase of property for the Transportation Department.
4. B-6- Ordinance to approve the rezoning of property located at 2510 Tyler Street from R-1 to PUD.
5. C-1 - Ordinance appropriating additional funding for the completion of Pompe Park.
6. D-2 - Ordinance appropriating funds for various reimbursements for the Conway Police Department.
7. D-3 - Ordinance appropriating funds for the purchase of three drones for the Conway Police Department.
8. D-4 - Ordinance to approve entering an agreement for School Resource Officers with Conway Public Schools.



**City of Conway, Arkansas  
Resolution No. R-22-\_\_\_\_\_**

**A RESOLUTION APPROVING A CORPORATE GROUND LEASE AGREEMENT WITH J3 AERO LLC,  
WITH THE CONWAY REGIONAL AIRPORT**

**Whereas**, the Conway Regional Airport desires to enter into a corporate ground lease with J3 Aero LLC, to construct three aircraft hangar on city-owned property; and

**Whereas**, the Conway Regional Airport desires to lease and grant, and each Lessee desires to lease and use, certain premises and facilities on the Airport, together with certain rights, licenses, and privileges thereon; and

**Whereas**, each corporate ground lease with each Lessee will be for a period of 40 years and will pay the City in advance for the annual rental of the premises at the rate of .30 per square foot per year, as calculated on an annual basis. Lessee will pay for infrastructure upfront for \$35,000 and shall be entitled to 7 years of deferred annual rent.

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

**Section 1.** The City Council hereby authorizes the Mayor and City Clerk to enter into a lease agreement with the Lessee (J3 AERO, LLC) to build a corporate hangar at the Conway Regional Airport with a infrastructure payment upfront for \$35,000 and shall be entitled to a 7 years of deferred rent.

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

**PASSED** on this 23<sup>rd</sup> day of July, 2024.

**Approved:**

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

**Attest:**

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



**GROUND LEASE AND USE AGREEMENT FOR**  
**CORPORATE AIRCRAFT HANGAR**

This agreement made this 24<sup>th</sup> Day of July 2024, between the City of Conway, Arkansas, hereinafter referred to as the "Lessor," and J3 AERO, LLC hereinafter referred to as the "Lessee."

**WITNESSETH:**

**WHEREAS**, Lessor owns and operates the Conway Regional Airport located in Faulkner County, Arkansas, hereinafter called the "Airport" for the convenience and necessity of the aviation community in the Faulkner County area; and

**WHEREAS**, the Lessor desires to encourage the development and use of aviation within the Faulkner County area; and

**WHEREAS**, Lessee desires to enter into a ground lease with Lessor for the purpose of constructing an aircraft hangar; and,

**WHEREAS**, Lessor desires to lease and grant, and Lessee desires to lease and use, certain premises and facilities on the Airport, together with certain rights, licenses, and privileges thereon; and

**NOW, THEREFORE**, for and in consideration of the covenants and agreements herein contained, and other valuable consideration, Lessor does hereby demise and let unto Lessee, and Lessee does hereby lease and take from Lessor, for such purpose, certain premises and facilities, rights, licenses, services, and privileges in connection with and on the Airport as follows, to-wit:

**I. Term of Agreement.**

**A.** The term of this Lease Agreement shall commence on this 24<sup>th</sup> day of July, 2024, and shall run through the 24<sup>th</sup> day of July, 2064, unless otherwise terminated as hereinafter provided.

**B.** Any extension of this Agreement beyond the primary term shall be renegotiated based on the fair market value of the Leased Premises as determined by an appraisal of the Leased Premises. Lessor shall, at Lessor's expense, engage an appraiser to conduct said appraisal and that appraisal shall determine the base rate for the rental fees and charges for the new term of this Agreement.



## **II. Leased Premises.**

Ground Lease designation B1, B2, B3, located at the Conway Regional Airport, Arkansas. Lessee shall lease a total of 6,000 square feet of land for construction of Lessee's aircraft hangar and associated land requirements.

- A.** Lessee shall be entitled to use the Leased Premises for all lawful aviation purposes related to the activities which Lessee is licensed to conduct under this Agreement. Lessee, its agents, representatives, invitees, guests and licensees shall have the right of ingress and egress to and from the Leased Premises, in accordance with Rules and Regulations established by the Lessor. The Lessor reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Leased Premises are available to the Lessee.
- B.** Subject to the Federal Aviation Administration (FAA), Transportation Security Administration (TSA) and the City of Conway, Arkansas operational rules and regulations, minimum standards, security plans and other policies and procedures currently in effect or which may, from time to time, be implemented in the name of aviation safety and security, Lessee shall be entitled to use, on a non-exclusive basis, public areas of the Airport, to include runways, taxiways, aircraft parking aprons, lighting, navigational aids and other facilities and services necessary for the operation of aircraft.
- C.** Lessee shall not erect, maintain, or display signs of advertising or graphics at or on the exterior portions of the Leased Premises or hangar so as to be visible from outside of the Leased premises, except in compliance with the design and sign standards adopted by the City of Conway.

## **III. Privileges and Rights.**

Lessor hereby grants to the Lessee the following non-exclusive privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

- A.** Lessee may utilize Hangar for the purpose of storing privately owned or leased aircraft and for such other aeronautical purposes as allowed in FAA order 5190.6B and other FAA rules and regulations. The Hangar may not be used as living quarters, although it may be used for overnight sleeping arrangements in extraordinary circumstances.
- B.** Lessee shall have access to vehicle parking, without charge, for employees, guests and customers in an area designated by Lessor. Vehicle movement inside the airport operations area (fenced area of the airport) shall be limited to the minimum area and route necessary to enter, exit and use the Leased Premises and conduct said business. Lessee acknowledges that vehicle movement, in areas other than those expressly authorized herein, on any area of the Airport is prohibited and may result in loss of gate access privileges.
- C.** Lessee shall have use of the taxi-lanes adjacent to the Hangar in common with all other aircraft operators. Lessee shall not leave aircraft unattended on the taxi-lane so as to create an obstruction for other aircraft operators. For purposes of clarification, taxi-lanes provide access to aircraft parking ramps, taxiways and runways.

- D. Lessee may self-fuel Lessee's own aircraft, using Lessee's own personnel and equipment, in areas designated by Lessor. Lessee shall not sell, give-away, barter nor dispense fuel to any other party. Lessee shall not refuel or de-fuel an aircraft in the Hangar. Lessee shall not store any fuel, other than in the tanks of an aircraft or other authorized equipment, in the Hangar at any time.
- E. Lessee shall ensure that all of Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon are maintained in a neat, safe and sanitary condition and appearance. Lessee will be responsible for the removal of all rubbish, trash or other waste material from within or around the Hangar.

#### **IV. Rental Fees and Charges:**

##### **A. Ground Lease Charge.**

1. Lessee will pay Lessor in advance for the annual rental of the premises at the rate of \$ .30 per square foot per year, as calculated on an annual basis. Ground lease charges are due in advance on the first (1<sup>st</sup>) day of the month following occupancy for the annual rental charge and are considered delinquent after the tenth (10<sup>th</sup>) day of the month in which said payment is due. First payment due July 24<sup>th</sup> 2031.
2. If the Lease Agreement has not expired or been terminated, the annual rental set out in this section shall be adjusted to reflect the average change in the consumer price index on the first (1<sup>st</sup>) day of the first month of the sixth (6<sup>th</sup>) year of this Lease Agreement and thereafter on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month of each succeeding five (5) year period for the duration of the Lease Agreement, provided that the rent shall not be less than the previously established rental amount. Such new amounts shall be paid in advance in one (1) annual installment. Should the compilation of the Consumer Price Index be discontinued, then a comparable index shall be determined by the Lessor. The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U) U.S. city average all items index.

The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics. If there is a delay in obtaining the CPI-U for the first month, any rental increases shall be applied retroactively to the first month of the rental term and all successive rental terms.

- B. **Utility Services.** Lessee shall provide all utility services to the Leased Premises. Lessee shall be responsible for payment of all charges for water, heat, gas, electricity, sewer, telephone and any and all other utilities on the Leased Premises throughout the terms of this agreement.
- C. Upon request, Lessee shall furnish Lessor with statements certifying compliance with this section.

##### **V. Payments.**

- A. Prior to the first 1st day of occupancy by Lessee, all rental fees and charges are due and shall be paid in advance to the Lessor in one (1) annual payment. On each successive anniversary of the Agreement, the Lessee shall remit one (1) annual payment for the rental fees and charges that are due. Lessee acknowledges that the rental fees and charges shall be adjusted periodically in accordance with the terms and provisions of this Agreement. The rental fees and charges will be considered delinquent if received after the tenth (10<sup>th</sup>) day of the month following the beginning of the new lease term.
- B. A late charge in the amount of ten percent (10%), or the maximum permitted under Arkansas law, shall be assessed on any payment not received by Lessor on or before the tenth (10<sup>th</sup>) day of the month in which the charge is due.

**VI. Construction, Maintenance and Care of Facilities.**

- A. Lessee shall, at Lessee's expense, construct on the Conway Regional Airport, three 6,000 square foot hangar and all necessary appurtenances to be used for the storage of aircraft and other aviation related activities. Lessor and Lessee shall jointly select a site that is mutually acceptable to the Lessor and Lessee in accordance with the provisions of paragraph six (6).
- B. Lessee agrees that its use of the property will conform to all laws, regulations, ordinances and operational rules and regulations imposed by the United States of America, the Federal Aviation Administration, the Department of Homeland Security, the City of Conway, Faulkner County, and/or the Conway Regional Airport.
- C. No construction or improvements of any nature or kind, or material additions to, or alterations or removal of any improvements, shall be initiated until the plans and specifications have been submitted to and approved in writing by Lessor, who shall not unreasonably withhold any such approval. Any plans or specifications submitted by Lessee for Lessor's approval shall be submitted within ninety (90) days of execution of the lease agreement and not less than thirty (30) days before the Lessee requests approval. Any changes or corrections required by Lessor shall be made by Lessee and resubmitted to Lessor. The failure of the Lessor to provide written objections to such resubmitted plans within sixty (60) days following the resubmission shall constitute an acceptance by Lessor of the resubmitted plans or specifications. Construction shall commence within ninety (90) days of Lessor's approval of the plans, and be completed within one hundred eighty (180) day of Lessor' approval of the plans. Lessor may at its option impose a fine not to exceed \$100 per day for delays beyond this time frame.
- D. The approval by Lessor of plans and specifications refers only to the conformity of such plans and specifications to the general architectural plan for the Leased Premises. Such approval is not an approval of such plans and specifications for architectural or engineering design and by approving such plans and specifications, Lessor assumes no liability or responsibility thereof or for any defect in any improvement constructed pursuant to such plans or such specifications.
- E. Lessee shall, at Lessee's sole expense, keep and maintain or cause to be kept or maintained in a good state of appearance and repair, all buildings and/or improvements which may be erected on the Leased Premises. With the exception of damage resulting from Lessor, Lessor's invitees, guests or employees, Lessee shall be responsible for all maintenance and repairs, to include but not limited to all routine interior and exterior

building maintenance; repair or replacement of hangar doors; mechanical; electrical; roofs; sheet metal; paint, and similar components. Lessee acknowledges that any improvements or changes to the Leased Premises must be approved by the Lessor prior to beginning any improvements or changes.

1. Minor repairs to the existing structure, such as routine maintenance, do not require the approval of the Lessor.
2. Repairs and alterations required by an authorized public official of the City of Conway or Faulkner County shall be coordinated with and authorized by Lessor.

F. Lessor will not furnish janitorial service or janitorial materials, supplies, or security services for the Hangar.

**VII. Inspection by Lessor.**

Lessor may enter the Leased Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations or those of Lessee hereunder, or in the exercise of its governmental functions as it relates to public health, safety, and the general welfare of the Conway Regional Airport and the proper conduct of operations thereon.

**VIII. Governmental Requirements - General.**

- A. Lessee shall comply with all Governmental Requirements (local, state and/or federal) applicable to Lessee's use and operation of the Leased Premises. Without limiting the generality of the foregoing, Lessee shall at all times use and occupy the airport and its related properties, in strict accordance with all obligations imposed upon Lessee by applicable laws, rules, regulations, minimum standards, policies, and security plans that are imposed or may be imposed by the City of Conway, the State of Arkansas, the Federal Aviation Administration, the Transportation Security Administration, or the United States of America with respect to the airport and operations thereof. Said laws, rules, regulations, minimum standards, policies, and security plans are specifically incorporated herein by reference and are available during normal business hours in the office of the Mayor of the City of Conway.
- B. Lessee shall procure, and require all of its employees to procure, from all governmental authorities having jurisdiction over the operation of Lessee hereunder, all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Lessee's operation on Leased Premises.

**IX. Insurance.**

- A. Lessee shall keep all physical improvements to the Leased Premises, i.e., hangar and bulk fuel storage system, if authorized, fully insured and shall maintain uninterrupted coverage of such insurance during the term and any subsequent terms, public liability and property damage insurance in comprehensive form, including but not limited to:

1. Airport liability, and,
  2. Aircraft liability, and,
  3. Broad form property damage, and,
  4. Personal injury, and,
  5. Any excess liability in umbrella form.
- B.** Lessee shall maintain such coverage and limits as may be reasonably required by the Lessor from time to time, but in no event shall coverage be for less than one million dollars (\$1,000,000) combined single limit. Insurance coverage shall be issued by a firm licensed to conduct business in the State of Arkansas.
- C.** Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance coverage by providing a certificate of Lessee's insurance coverage, a copy of the declarations page of the insurance policy and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto, shall provide that:
1. Lessee shall require the insurance underwriter/agent to annotate on the policy that the Lessor shall be notified, via U.S. Mail, not less than thirty (30) days prior to the cancellation of the policy, and,
  2. The City of Conway, as Lessor, and agents, and employees are named as additional insured parties at no expense, and,
  3. The policy shall be considered primary with regards to any other insurance the Lessor may possess, including any self-insured retention or deductible Lessor may have or may obtain in the future, and any other insurance the Lessor may possess shall be deemed excess insurance only, and,
  4. The limits of liability required herein are on an occurrence basis, and,
  5. The policy shall be endorsed with a severability of interest of cross-liability endorsement, providing that the coverage shall act for each insured as though a separate policy had been written for each insured or additional insured, however, nothing contained herein shall act to increase the limits of liability of the insurance company.
- D.** Any deductibles or self-insured retentions must be declared to and approved by the Lessor.
- E.** If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within fifteen (15) days of receipt of notice from the Lessor, but in no event later than the effective date of cancellation, change, or reduction, provide to the Lessor a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, the Lessor may, without further notice, and, at its option, either:
1. Exercise the Lessor's rights as provided in the default provisions of this Agreement, or

2. Procure insurance coverage at Lessee's expense whereupon Lessee promptly shall reimburse the Lessor for such expense.

F. Lessor does not and shall not provide insurance coverage for personal property, to include aircraft, stored or placed in the Leased Premises. Lessor shall have no responsibility to Lessee for any casualty or property loss resulting from the use of the Leased Premise.

**X. Indemnity.**

- A. Lessee shall indemnify, protect, defend and hold completely harmless, the City of Conway, the Conway Regional Airport, and its agents and employees, in their individual and official capacities, from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, and caused by or claimed to be caused by Lessee's use or occupancy of the Conway Regional Airport premises, the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur.
- B. Lessor shall give notice to Lessee, via certified U.S. mail, of any such liability, loss, suit, claim or demand, and Lessee shall defend the indemnified party or parties using legal counsel acceptable to the Lessor and the indemnified party. The provisions of this section shall survive the expiration or early termination of the Agreement.

**XI. Aircraft Servicing and Fuel Storage.**

- A. Lessee shall be entitled to service Lessee's privately owned aircraft in accordance with applicable governmental regulations and Lessor's policies, as may be amended from time to time at the Lessor's sole discretion. Lessee may not service aircraft owned by others or otherwise engage in any aircraft related commercial services, including but not limited to, air-frame and power-plant maintenance, aircraft painting, and avionics repair or aircraft fueling.
- B. Lessee shall comply with the fueling policy of the Lessor; as such policy may be amended from time to time at Lessor's sole discretion. Lessee may not install bulk fuel storage tanks or operate mobile refueling without the express written consent of the Lessor, which will not be unreasonably withheld. Should Lessee be

authorized to install and operate an above ground fuel tank for Lessee's personal use, Lessee shall be responsible for compliance with all applicable rules and regulations regarding ownership and use of a regulated fuel storage tank.

Prior to construction of an above ground fuel storage tank, Lessee shall submit plans and drawings to Lessor for Lessor's review and approval.

- C. Lessee acknowledges that upon the termination or assignment of this Agreement, Lessee shall remove any authorized bulk fuel storage tank from the Airport and restore the property to an environmentally safe and usable condition as existed prior to the construction of the bulk fuel storage tank or Lessee may, with the express written consent of the Lessor, assign ownership of the fuel storage tank to another individual or entity.
- D. In addition to any other requirements set forth in this Agreement, Lessee shall comply with all Governmental requirements, including, without limitation, those of the City of Conway, Faulkner County, the State of Arkansas, Conway Regional Airport, the U.S. Environmental Protection Agency, and the Federal Aviation Administration. Lessee shall, at all times, comply with applicable federal, state, and local environmental and fire protection requirements, codes, standards, ordinances, or other regulatory measures in existence now or hereafter enacted. All costs associated with compliance of environmental and fire prevention requirements, codes, standards, ordinances, or other regulatory measures shall be the responsibility of the Lessee.
- E. Lessee shall be solely responsible for the removal of all waste fuel, oil, and hydraulic fluid products that are generated as a result of Lessee's operation of an aircraft from the Conway Regional Airport property.

## **XII. Indemnity - Hazardous Substance.**

- A. Lessee shall not permit, nor cause any hazardous substance to be used, stored, generated or disposed of on or in the Leased Premises or on the property of the Conway Regional Airport by Lessee, Lessee's agents, employees, contractors, or invitees without first obtaining the Lessor's written consent. If hazardous substances are used, stored, generated, or disposed on or in the Leased Premises, except as permitted by the Lessor, or if the Leased Premises or any other Airport property become contaminated in any manner for which Lessee is responsible or legally liable, Lessee shall indemnify and hold harmless Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including without limitation, a decrease in value of the Leased Premises or other Airport property, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises, or any Airport property, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Term hereof and arising as a result of that contamination by Lessee or Lessee's agents, employees, contractors or invitees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision.
- B. Without limitation of the foregoing, if Lessee causes or permits the presence of any hazardous substance on the Leased Premises or other Airport property that results in contamination, Lessee shall promptly commence, at its sole expense, any and all

necessary actions to return the contaminated premises to the condition existing prior to the introduction of any such hazardous substance. Lessee shall obtain approval for any such remedial action from the Airport. This indemnification agreement includes but is not limited to the Lessee's previous and future use of the Airport.

- C. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by the City of Conway, Faulkner County, the State of Arkansas, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal or local governmental law.
- D. "Hazardous substance" includes but is not restricted to asbestos, lead-based paints, polychlorobiphenyls ("PCBs"), and petroleum and petroleum-related products.
- E. Lessee shall comply with the fueling policy of the Lessor as such policy may be amended from time to time at Lessor's sole discretion.

### **XIII. No Liability for Exercise of Powers.**

Lessor shall not be liable to Lessee for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to the Lessor in the Agreement or by reason of governmental requirements; Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

### **XIV. Rules and Regulations.**

Lessor has reasonable rules and regulations which Lessor may, from time to time in its sole discretion, amend, and which Lessee agrees to observe and obey with respect to the use of the Airport and its appurtenances, together with all facilities, improvements, equipment and services of the Airport, for the purpose of providing for safety, good order, good management, good conduct, sanitation and preservation of the Airport and its facilities; provided such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; or the procedures prescribed, or approved from time to time by the Federal Aviation Administration or its successors in duties, with respect to operations and maintenance of the Airport or operation of aircraft conducted by Lessee at the Airport.

### **XV. Assignment.**

- A. Any assignment of this Agreement for non-aeronautical purposes is expressly prohibited.
- B. Lessee shall assign or sublease parts of the Hangar for airplane storage in accordance with the Cantrell field rules and regulations.
- C. Should Lessee seek to assign its entire interest in the Hangar, Lessor shall have a



right of first refusal to acquire Lessee's interest. Lessee shall notify Lessor in writing of its proposed disposition, providing to Lessor the documentation supporting Lessee's proposal, and Lessor shall have sixty (60) days within which to accept the proposal and notify Lessee of such acceptance. Should it fail to do so within that period, the right shall be extinguished. Nothing in this paragraph shall be deemed to diminish Lessor's authority to approve or disapprove any assignment.

**XVI. Surrender of Premises.**

- A.** Upon the expiration of this lease, or of any renewal or extension thereof, Lessee agrees to yield and deliver to Lessor the possession of the Leased Premises in good condition, less fair wear and tear. Lessor shall inspect the Leased Premises not less than ninety (90) days prior to the expiration of the lease and Lessor shall provide Lessee a list of deficiencies that shall be corrected prior to Lessee vacating the Leased Premises.
- B.** If Lessee fails to complete the required repairs within sixty (60) days after Lessee is notified in writing by Lessor, Lessor may, at Lessor's option, make such repairs as may be required at the sole expense of Lessee.
- C.** In the alternative, Lessor may take such action deemed in the best interest of the Lessor, to include the requirement to remove said improvements from the Leased Premises at Lessee's sole expense.

**XVII. Force Majeure.**

Neither Lessor, nor Lessee, shall be deemed in violation of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargos, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage, or any other circumstances for which it is not responsible, or which are not under its control; provided, however, that this Section does not exempt the Lessee from paying the rentals, fees, and charges set forth herein. In any such case, a prompt written notice shall be given to the other party of the existence of such causes and of readiness to resume performance upon the removal or non-existence thereof.

**XVIII. Cancellation by Lessor.**

- A.** Lessor, at its option, may declare this Agreement terminated in its entirety upon the occurrence of any one or more of the following and may exercise all rights of entry and re-entry upon the premises.
  - 1.** If the rentals, fees, charges, or other money payments which the Lessee herein agrees to pay, or any part thereof, shall be unpaid on the date the same shall become due, or;
  - 2.** If the Lessee abandons and ceases to use premises for a period of ninety (90) consecutive days, with examples including but not limited to failure to maintain

an aircraft, failure to purchase fuel, and failure to conduct any activity otherwise on the premises, except when such abandonment or cessation is due to fire, earthquake, strike, governmental action, or other cause beyond Lessor's control, or:

3. If the Lessee shall use or permit the use of the premises at any time for any purpose for which the use thereof at that time is not authorized by this Agreement or by a subsequent written agreement between the parties or shall use or permit the use thereof in violation of any law, rule or regulation to which the Lessee has agreed in this Agreement to conform, or,
  4. If the Lessee shall be in violation of any provision of this Agreement with respect to the leasing of the premises, Lessee agrees to pay any and all reasonable and proper attorney's fees and costs which may be incurred by Lessor as a result of Lessee's breach of this Agreement.
- B.** Notwithstanding anything to the contrary contained in this Agreement, no termination declared by either party shall be effective unless and until not less than thirty (30) days have elapsed after written notice to the other specifying the date upon which such termination shall take effect and the cause for which it is being terminated (and if such termination is by reason of default under this Agreement, specifying such default with reasonable accuracy), or;
1. No such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period, or;
  2. In the event such cause is a default under this Agreement (for which termination is authorized) and if, by its nature, such default cannot be cured within such thirty (30) day period, termination shall not be effective if the party in default commences to correct such default within thirty (30) days.

#### **XIX. Cancellation by Lessee.**

Lessee, at its option, may declare this Agreement terminated in its entirety upon the happening of any one of the following events:

1. If a court of competent jurisdiction issues an injunction against the Lessor or any successor body to the Lessor preventing or restraining the use of the Airport for Airport purposes in its entirety, or any part which may be used by the Lessee and which is substantially necessary to the Lessee for its operation, and if such injunction remains in force for a period of thirty (30) days or more, or,
2. If the premises becomes unusable in whole or in part, and the Lessor does

not terminate the Agreement thereof pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Premises to its condition prior to the occurrence of the damage, or,

3. If the Lessor fails to provide and maintain means for free and unobstructed ingress and egress to and from the Premises in accordance with the provisions of this Agreement, or If by reason of any willful act by the Lessor, or any willful omission or act done or permitted to be done in violation of this Agreement, whereupon the Lessor substantially interferes with the use by Lessee of the Premises for the purpose of which the uses thereof at that time is authorized by this Agreement.

**XX. If the Lessor shall be in violation of any provisions of this Agreement and Lease with respect to maintenance of the Premises.**

- A. Notwithstanding anything to the contrary contained in this Agreement, no termination declared by either party shall be effective unless and until not less than thirty (30) days have elapsed after written notice to the other specifying the date upon which such termination shall take effect, and the cause for which it is being terminated (and if such termination is by reason of default under this Agreement, specifying such default with reasonable accuracy), or;
- B. No such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period, or;
- C. In the event such cause is a default under this Agreement (for which termination is authorized) and if, by its nature, such default cannot be cured within such thirty (30) day period, termination shall not be effective if the party in default commences to correct such default within thirty (30) days.

**XXI. Non-Waiver of Rights.**

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants and conditions herein contained to be performed, kept or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default and no waiver of any such default shall be construed, or act, as a waiver of any subsequent default.

**XXII. Nondiscrimination.**

Lessee, as part of the consideration hereof, does hereby covenant and agree:

- A. That no person on the grounds of race, color, religion, sex or national origin, shall

be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Lessee, in the use of the premises leased hereunder, and

- B.** That in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and
- C.** That Lessee shall maintain, use, and operate in the Leased Premises and provide services in compliance with all requirements imposed by Title 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, which may be amended from time to time.

### **XXIII. Economic Nondiscrimination.**

Lessor shall furnish all services on a reasonable and not unjustly discriminatory basis to all users thereof, and charge reasonable, and not unjustly discriminatory prices for all services provided.

### **XXIV. Subordination of Agreement.**

This Agreement shall be subordinate to the provisions of any existing and future agreements between Lessor and the United States of America, the State of Arkansas, and Faulkner County, Arkansas, their courts, boards, or agencies, relative to the operation or maintenance of the Conway Regional Airport, the execution of which has been or will be required as a condition to the expenditure of federal, state or county funds or the issuance of bonds for the development of the Airport.

### **XXV. Notices.**

All notices to Lessor provided for herein shall be sent by U.S. mail addressed to: City of Conway, Arkansas, 1111 Main Street, Conway, Arkansas 72032 or as may be amended from time to time. All notices to Lessee provided for herein shall be sent by U.S. mail addressed to Lessee at PO Box 1735, Conway AR, 72033, or at such other mailing address as may hereafter be on file at the City of Conway.

### **XXVI. Prior Agreements.**

This Agreement cancels and supersedes all prior agreements between the parties hereto covering premises, facilities, rights, privileges, and services referred to herein.

### **XXVII. Holding Over.**

- A.** If Lessee remains in possession of the Leased Premises after the expiration of this Agreement, without a new lease reduced to writing and duly executed, even if Lessee shall have paid and Lessor shall have accepted, rent in respect of such holding over, Lessee shall be deemed to be occupying the Leased Premises only as a tenant from month to month, subject to all the covenants, conditions and agreements in this Lease Agreement and cancelable

by either party upon thirty (30) days written notice to the other.

- B. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Arkansas. To the extent allowed by law, the venue for any action arising from this Agreement shall be the state court of the County of Faulkner, Arkansas.
- C. If either party shall bring any legal or equitable action against the other, the losing party shall pay the reasonable attorney fees and costs incurred by the prevailing party in such action including any appeal. For purposes of this section, "costs" shall include expert witness fees, and court costs.

#### **XXVIII. Taxes and Other Governmental Charges.**

Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time may be lawfully assessed or levied against or with respect to the Leased Premises or Lessee's improvements, machinery, equipment or other property installed or used upon the Airport, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith and with due diligence, Lessee may contest any such taxes or governmental charges against the Agency assessing such taxes in accordance with the laws of the State of Arkansas.

#### **XXIX. Invalidity of Clauses.**

The invalidity of any portion, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part or portion thereof.

#### **XXX. Approval by Lessor.**

Wherever the approval of Lessor is called for herein, it is understood and agreed that such approval shall be in writing, in advance, and shall not be unreasonably withheld.

#### **XXXI. Headings.**

The Section titles shown in this Agreement are included only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

#### **XXXII. Title.**

Title to all improvements and fixtures constructed directly on the Leased Premises, including the hangar, shall remain in Lessee's name until the expiration of this Agreement in accordance with the provisions of Paragraph one (1). All improvements, including the Hangar, located on the Leased Premises at the expiration of this Agreement shall, without compensation to Lessee, be assigned and transferred to the Lessor. Lessee shall surrender the improvements, to include the Hangar, to the Lessor free and clear of all liens and encumbrances. Lessee agrees to execute, acknowledge, and deliver to the Lessor any instrument requested by Lessor as necessary in the opinion of Lessor to perfect Lessor's right, title, and interests in the improvements to the Leased Premises.

**IN WITNESS WHEREOF**, the parties have caused these presents to be signed by their duly authorized officers and their official or corporate seals to be affixed hereto and attested as of the day and year first above set forth.

**LESSOR: CITY OF CONWAY, ARKANSAS**

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Bart Castleberry  
Print Title: Mayor

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Mike Garrett  
Print Title: City Clerk

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Jacob Briley  
Print Title: Airport Director

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

Print Name: Joe Thielke

Print Title: President, J3 Aero LLC

Name of LLC or Corporation: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_



**City of Conway, Arkansas  
Resolution No. R-24-\_\_\_**

**A RESOLUTION APPROVING THE SUBMISSION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR OF A SUBSTANTIAL AMENDMENT FOR THE PROGRAM YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN TO REALLOCATE FUNDING; AND FOR OTHER PURPOSES**

**Whereas**, it is the intention of the City Council of the City of Conway to allocate Community Development Block Grant (CDBG) funds in such a manner that the maximum feasible priority is given to activities which will benefit low to moderate income families; and

**Whereas**, there is an approximate total of \$142,306.74 in accumulated unspent funds from past CDBG activities; and

**Whereas**, these activities fell under budget or were not used; and

**Whereas**, the funding will be reallocated to the Conway Housing Rehab Program in Program Year 2024, in anticipation to utilize funding for any costs associated with this program.

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

**Section 1:** The City of Conway Annual Action Plan for 2024 will be amended to assist in funding the Conway Housing Rehab program from funds previously allocated to other activities. The CDBG Administrator is authorized to submit the amendments to the 2024 Action Plan to the Department of Housing and Urban Development.

**Section 2:** After a 30-day comment period, public hearing, and approval by HUD, the funding in the amount stated above will be added to the Program Year 2024 Conway Housing Rehab Activity. Funds will be appropriated after approval from HUD.

**Section 3:** Policies regarding Affirmative Action, Fair Housing, Davis-Bacon, Section 3 Employment, Environmental Concerns and all other federal, state and local laws shall be enforced on this project.

**PASSED** this 23<sup>rd</sup> day of July, 2024.

**Approved:**

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

**Attest:**

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



CITY OF CONWAY

*Community Development Department*  
*Shawanna Rodgers, Director*

# Memo

To: Mayor Bart Castleberry &  
Conway City Council

From: Shawanna Rodgers, Community Development Director

Date: 7/19/2024

Re: 2024 Substantial Amendment

---

The attached resolution requests the reallocation of approximately \$142,306.74 from unspent funds from various projects throughout 2022-2024.

Below is an accounting of activities with unspent funds. Administration and Public Service funds may only be rolled over if doing so does not exceed the spending cap on those two areas.

- 2022 – Administration Funds: \$24,029.24
- 2023 – Pine Street Rev. Project - Sidewalks \$20,000.00
- 2023 – Overnight Emergency Shelter (REHAB) \$80,597.46
- 2023 – Administration \$17,680.04

If you have any questions or concerns, please feel free to contact me. My email is [shawanna.rodgers@conwayarkansas.gov](mailto:shawanna.rodgers@conwayarkansas.gov).





**City of Conway, Arkansas**  
**Resolution No. R-24-\_\_**

**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 1924 College Ave., 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 \$148.95 (\$108.14 + Penalty \$10.81 + 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 **July 23rd, 2024** 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 23<sup>rd</sup> day of July, 2024.

**Approved:**

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

**Attest:**

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

**City of Conway**  
**Code Enforcement &**  
**Public Works**  
822 Locust Ave  
Conway, Arkansas 72032  
[www.conwayarkansas.gov](http://www.conwayarkansas.gov)



Phone 501-450-6191  
Fax 501-450-6144

E-Steps Investors LLC  
1902 Rodeo Dr.  
Bryant, AR 72022

Parcel # 710-06101-000

**RE: Nuisance Abatement at 1924 College Ave.**  
**Cost of Clean-Up, Amount Due: \$108.14**  
**Please see highlighted change of date for City Council below.**

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 **July 23rd, 2024 Meeting, 6:00 p.m.** located at 1111 Main Street, (contact city hall the day prior to confirm the time of meeting), 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 Code Enforcement** and mail to **822 Locust Ave., Conway Arkansas 72034** with the **attention to Lily Couch**. If you have any questions, please feel free to call me at 501-450-6191.

Respectfully,

City of Conway  
Code Enforcement

# INVOICE

**City of Conway**  
**Code Enforcement &**  
**Public Works Dept.**

DATE: MAY 30TH, 2024

822 Locust Ave  
Conway, AR 72034  
Phone: 501-450-6191  
Fax 501-450-6144  
Lily.couch@conwayarkansas.gov

**Please see highlighted change of date for City Council below.**

TO E-Steps Investors LLC  
1902 Rodeo Dr.  
Bryant, AR 72022

Description: Mowing/Clean-up/Admin Fees associated with the nuisance abatement at 1924 College Ave., Conway, Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Michael Davis	710-06101-000		<b>July 23rd, 2024</b>

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	MOWING & DEBRIS REMOVAL BY C.E.P.P.	33.38	33.38
	Maintenance Fee (Mower/bush hog/weed eat)	25.00	25.00
1	Administrative Fee (Code Enforcement)	20.00	20.00
1	Administrative Fee (Code Officer)	17.46	17.46
2	Regular Letter	.55	1.10
2	Certified Letter	5.60	11.20
	(10% penalty + \$30.00 filing fees= \$40.81)		

- Total amount due after July 23rd, 2024 includes collection penalty & filing fees**

TOTAL	\$108.14
TOTAL WITH PENALTY & FILING FEES	\$148.95

Make all checks payable to City of Conway Code Enforcement @ 822 Locust Ave., Conway, Ar 72034



## CODE CASE HISTORY REPORT RESPROP-0524-0486 FOR CITY OF CONWAY

Changed On	User	Description	Before	After	Additional Info
05/14/2024	Michael Davis	Code Case added			Code Case (RESPROP-0524-0486)
05/14/2024	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0524-0486)
	Michael Davis	Code Case Workflow Step Start Date	[none]	5/14/2024	Code Case Workflow Step (Notice of Violation)
	Michael Davis	Step Workflow Status	Not Started	Started	Code Case Workflow Step (Notice of Violation)
	Michael Davis	Inspection added			Inspection ([Auto])
	Michael Davis	Action Workflow Status	Not Started	Failed	Code Case Workflow Step Action (Property Maintenance Follow-up Investigation)
	Michael Davis	Step Workflow Status	Not Started	Started	Code Case Workflow Step (Violations)
	Michael Davis	Code Case Workflow Step Action added			Code Case Workflow Step Action (3.2.4 Grass or Weeds)
05/14/2024	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0524-0486)
05/14/2024	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0524-0486)
05/21/2024	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0524-0486)
	Michael Davis	Code Case Workflow Step Start Date	[none]	5/21/2024	Code Case Workflow Step (Letter Phase)
	Michael Davis	Step Workflow Status	Not Started	Started	Code Case Workflow Step (Letter Phase)
	Michael Davis	Inspection added			Inspection ([Auto])
	Michael Davis	Action Workflow Status	Not Started	Failed	Code Case Workflow Step Action (Code Enforcement Final Investigation)
	Michael Davis	Violation Compliance Date	5/21/2024	5/28/2024	Violation (3.2.4 Grass or Weeds)
05/21/2024	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0524-0486)
05/28/2024	Michael Davis	Code Case Status	Open	Schedule City Clean up	Code Case (RESPROP-0524-0486)
	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0524-0486)
05/28/2024	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0524-0486)
	Michael Davis	Inspection Actual Departure Date	[none]	5/28/2024	Inspection (ICODE-1746-2024)
	Michael Davis	Inspection Actual Arrival Date	5/14/2024	5/28/2024	Inspection (ICODE-1746-2024)
05/30/2024	Michael Davis	Date Closed	[none]	5/30/2024	Code Case (RESPROP-0524-0486)
	Michael Davis	Code Case Status	Schedule City Clean up	Closed - Resolved	Code Case (RESPROP-0524-0486)
	Michael Davis	Complete	No	Yes	Code Case (RESPROP-0524-0486)
	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0524-0486)
05/30/2024	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0524-0486)
	Michael Davis	Inspection Actual Arrival Date	5/21/2024	[none]	Inspection (ICODE-1841-2024)
	Michael Davis	Inspection Status	In Violation	City Cleanup Performed	Inspection (ICODE-1841-2024)
	Michael Davis	Action Workflow Status	Failed	Started	Code Case Workflow Step Action (Code Enforcement Final Investigation)
	Michael Davis	Inspection Actual Departure Date	5/28/2024	[none]	Inspection (ICODE-1746-2024)
	Michael Davis	Inspection Actual Arrival Date	5/28/2024	[none]	Inspection (ICODE-1746-2024)

# CODE CASE HISTORY REPORT RESPROP-0524-0486

Changed On	User	Description	Before	After	Additional Info
	Michael Davis	Inspection Status	In Violation	City Cleanup Performed	Inspection (ICODE-1746-2024)
	Michael Davis	Action Workflow Status	Failed	Started	Code Case Workflow Step Action (Property Maintenance Follow-up Investigation)
	Michael Davis	Step Workflow Status	Started	Passed	Code Case Workflow Step (Violations)
	Michael Davis	Violation Resolved Date	[none]	5/30/2024	Violation (3.2.4 Grass or Weeds)
	Michael Davis	Violation Status	In Violation	Resolved	Violation (3.2.4 Grass or Weeds)
	Michael Davis	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (3.2.4 Grass or Weeds)
05/30/2024	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0524-0486)



**City of Conway, Arkansas  
Ordinance No. O-24-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE CONTRACT TO ACQUIRE PROPERTY LOCATED AT 846 DONAGHEY AVENUE, AS BEING NECESSARY FOR THE CITY OF CONWAY'S DONAGHEY PHASE 2 ROADWAY PROJECT.**

**Whereas**, it has been determined that acquisition of the property located at 846 Donaghey Avenue, Conway, AR 72034, is necessary in order for the Conway Department of Transportation to complete the Donaghey Phase 2 Roadway Project, and that it is in the best interest of the City to purchase the property needed to complete the project; and

**Whereas**, the property referenced above was appraised at \$299,000. The City previously purchased Right of Way from this property that was included on the appraisal, through R-21-43 for \$28,122.02; and

**Whereas**, the City requests Council appropriate funds and allow the Mayor to enter into a real estate contract to acquire this property including closing costs for an amount not to exceed \$277,000.

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

**Section 1.** The City Council for the City of Conway shall hereby authorize the Mayor to enter into a real estate contract for the property at 846 Donaghey Avenue, Conway, AR 72034 being necessary for completion of the Donaghey Phase 2 Roadway Project.

**Section 2.** The City of Conway shall appropriate \$277,000 from Street Sales and Use 2018 Fund Balance Appropriation account 616.201.4900 into Construction in Progress account 616.201.5990.

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

**PASSED** this 23<sup>rd</sup> day of July 2024.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas  
Ordinance No. O-24- \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CONWAY ZONING DISTRICT BOUNDARY MAP REFERENCED IN SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING CODE TO REZONE PROPERTY LOCATED AT 2510 TYLER STREET, FROM R-1 TO PUD:**

**Whereas**, in accordance Arkansas Code Annotated § 14-56-416 has adopted a Zoning Code and Arkansas Code Annotated § 14-56-423 provides for the amendment of such regulations; and

**Whereas**, Proper public notice was given, and the Conway Planning Commission held a duly authorized public hearing on **June 17, 2024**, and adopted the amendments.

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

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

PART OF THE NW ¼ OF THE NW ¼ OF SECTION 2 T-6-N, R-14-W, CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE LOT 1, BLOCK 2, BRIERWOOD SUBDIVISION; THENCE N 88°40'12" W, 109.99 FEET; THENCE N 01°15'39" E, 199.91 FEET; THENCE N 01°13'24" E, 196.10 FEET; THENCE S 88°33'02" E, 110.07 FEET; THENCE S 01°15'15" W, 395.78 FEET TO THE POINT OF BEGINNING CONTAINING 1.00 ACRES, MORE OR LESS.

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

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

**PASSED** this 23 day of July, 2024.

**Approved:**

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

**Attest:**

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



1111 Main Street • Conway, AR 72032  
(501) 450-6105 • [planning@conwayarkansas.gov](mailto:planning@conwayarkansas.gov)

## MEMO

To: Mayor Bart Castleberry  
cc: City Council Members

From: Rebekah Fincher, 2024 Planning Commission Chairman  
Date: June 25, 2024

Re: Request to rezone property located at 2510 Tyler Street, from R-1 to PUD

---

Massey Development Group has requested to rezone property located at 2510 Tyler Street from R-1 to PUD, with the legal description:

PART OF THE NW ¼ OF THE NW ¼ OF SECTION 2 T-6-N, R-14-W, CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE LOT 1, BLOCK 2, BRIERWOOD SUBDIVISION; THENCE N 88°40'12" W, 109.99 FEET; THENCE N 01°15'39" E, 199.91 FEET; THENCE N 01°13'24" E, 196.10 FEET; THENCE S 88°33'02" E, 110.07 FEET; THENCE S 01°15'15" W, 395.78 FEET TO THE POINT OF BEGINNING CONTAINING 1.00 ACRES, MORE OR LESS.

The applicant is proposing eleven (11) townhomes. These homes will be accessed with a single private drive off Tyler Street. No individual townhome will be accessed directly off Tyler Street. The street will be private and will be privately maintained. A PUD is being requested due to the fact there is only 109.99' of frontage along Tyler Street. This would limit the 1-acre lot to one single family home if left zoned R-1. This also cannot be rezoned to MF-1 due to a decrease in the required landscape buffer to the west. If the rezoning is approved, the site and structure design will be reviewed during the Site Development Review process.

Staff recommendation: Staff recommends approval of the PUD request with the conditions listed below. The proposed use and density are consistent with the Comprehensive Plan:

1. The site shall be limited to townhomes as proposed.
2. All standards and uses other than those defined shall be governed by restrictions of the MF-1 zoning district.
3. The development shall meet all applicable standards for Article 10 of the Zoning Code.
4. New buildings shall be of the following materials:
  - Brick/stone
  - Cement fiber board (Hardie board)
  - Wood
  - Other materials as approved by the Planning Director
5. Vinyl siding shall be prohibited.
6. 8' privacy fence along adjacent single-family homes required. Proposed fencing shall be approved by the Planning staff prior to installation.



7. An evergreen screen shall be provided along the western property line abutting the residential property. This shall consist of canopy and understory evergreen trees that will screen the property from existing single-family homes.
8. All other landscaping must meet guidelines found in Article 10 of the Conway Zoning Code, including perimeter landscaping.
9. The front unit facing Tyler Street shall have a false front that appears as a single-family home to traffic along Tyler Street. Planning Staff will work with the developer to ensure the unit meets this requirement.
10. Setbacks shall be as follows: Front – 15', Interior Side – 20', Rear 50'.
11. Applicant shall plat the property in accordance with the Subdivision Regulations.
12. Applicant shall return a signed copy of the final development plan prior to the issuance of building permits.
13. All street and roadway improvements shall be privately maintained. A Property Owners' Association or Improvement District shall be required to be formed and operate in perpetuity prior to filing of the final plat, to maintain all common areas and improvements such as streets, sidewalks, and drainage.

The Planning Commission reviewed the request at its regular meeting on June 17, 2024, and voted 7-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



CITY OF CONWAY | 1111 Main Street  
Planning and Development | Conway, AR 72032  
T 501.450.6105  
F 501.450.6144  
www.conwayarkansas.gov

June 25, 2024

TYLER STREET PLANNED UNIT DEVELOPMENT FINAL DEVELOPMENT PLAN  
2510 TYLER STREET  
CONWAY, AR 72032

**Applicant:**

Lance Massey  
45 Nabco Drive  
Conway, AR 72032

**Legal Description:**

PART OF THE NW ¼ OF THE NW ¼ OF SECTION 2 T-6-N, R-14-W, CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE LOT 1, BLOCK 2, BRIERWOOD SUBDIVISION; THENCE N 88°40'12" W, 109.99 FEET; THENCE N 01°15'39" E, 199.91 FEET; THENCE N 01°13'24" E, 196.10 FEET; THENCE S 88°33'02" E, 110.07 FEET; THENCE S 01°15'15" W, 395.78 FEET TO THE POINT OF BEGINNING CONTAINING 1.00 ACRES, MORE OR LESS.

**Tyler Street PUD Final Development Plan Conditions:**

1. The site shall be limited to townhomes as proposed.
2. All standards and uses other than those defined shall be governed by restrictions of the MF-1 zoning district.
3. The development shall meet all applicable standards for Article 10 of the Zoning Code.
4. New buildings shall be of the following materials:
  - Brick/stone
  - Cement fiber board (Hardie board)
  - Wood
  - Other materials as approved by the Planning Director
5. Vinyl siding shall be prohibited.
6. 8' privacy fence along adjacent single-family homes required. Proposed fencing shall be approved by the Planning staff prior to installation.
7. An evergreen screen shall be provided along the western property line abutting the residential property. This shall consist of canopy and understory evergreen trees that will screen the property from existing single-family homes.
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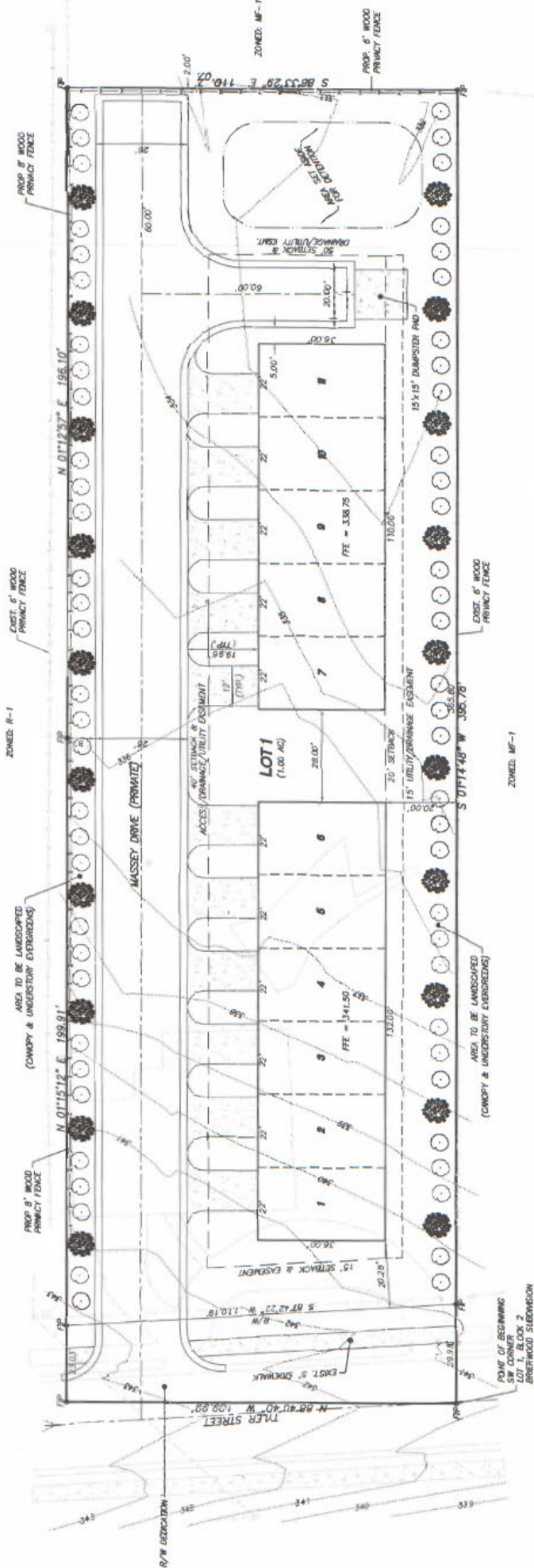
Applicant/Owner

---

Date



Anne Tucker  
Director of Planning & Development



Tyler Street PUD Final Development Plan

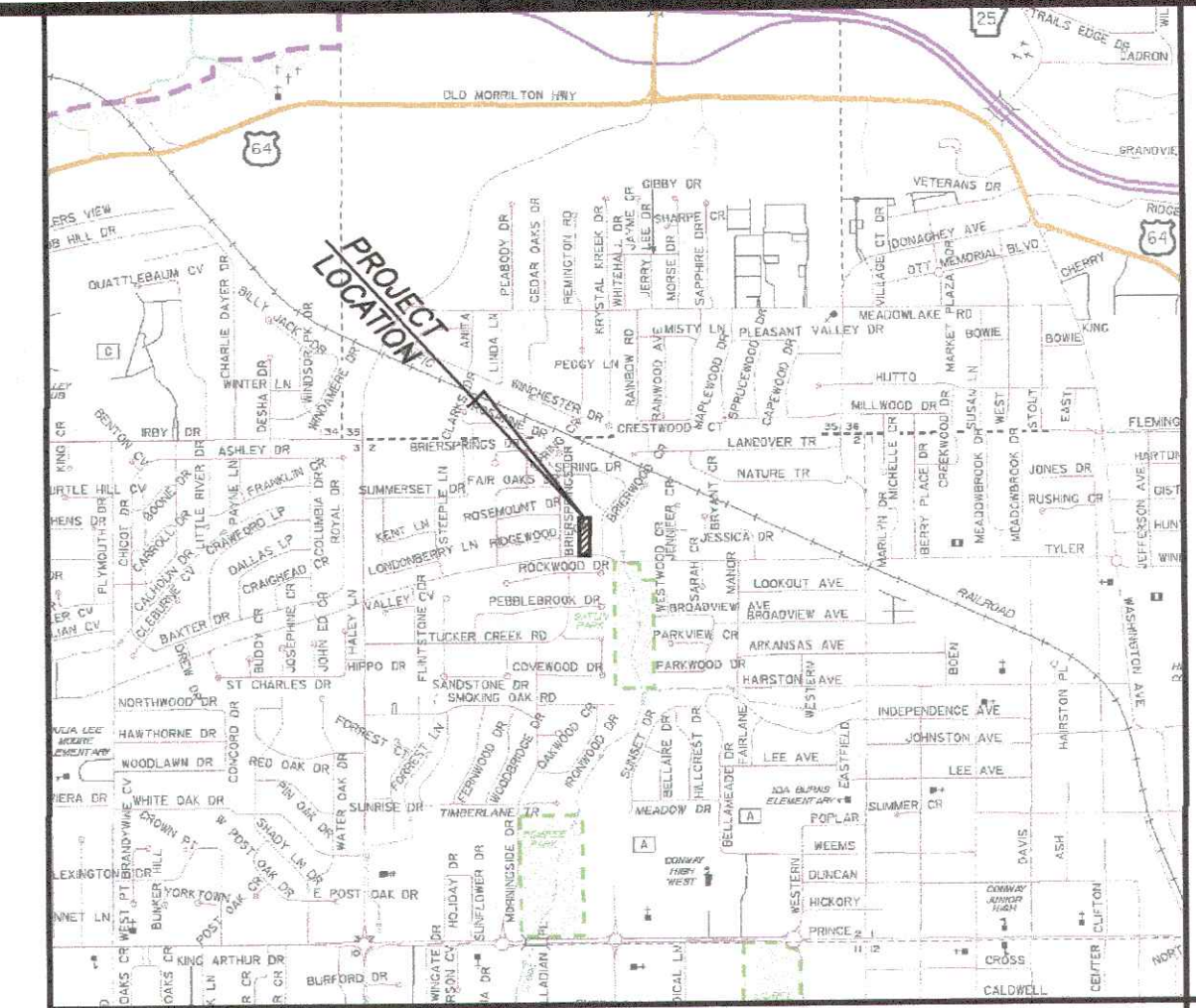


**CERTIFICATE OF PRELIMINARY ENGINEERING ACCURACY:**  
 I, TIMOTHY B. LEMONS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A PLAT MADE BY ME, OR UNDER MY DIRECTION, AND ENGINEERING REQUIREMENTS OF THE CONWAY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.  
 DATE OF EXECUTION: 6-12-2024  
 REGISTERED ENGINEER

STATE OF ARKANSAS  
 REGISTRATION NO. 7373

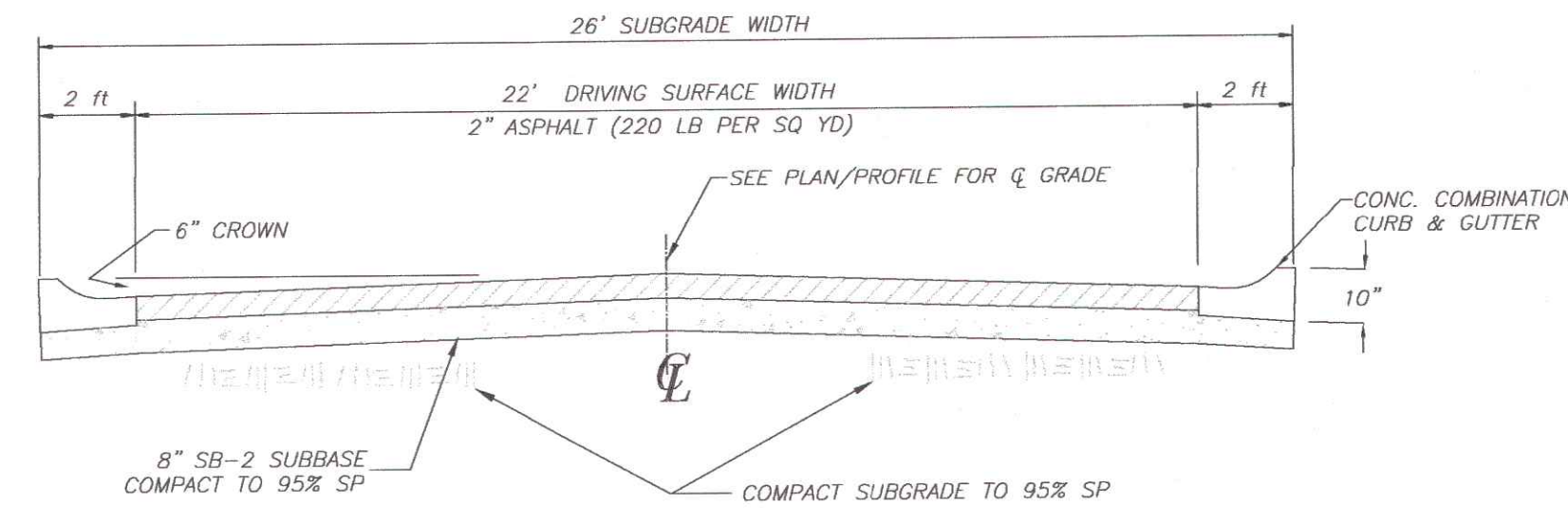
**CERTIFICATE OF PRELIMINARY PLAT APPROVAL:**  
 THIS PLAT HAS BEEN GIVEN PRELIMINARY PLAT APPROVAL ONLY AND HAS NOT BEEN APPROVED FOR RECORDING PURPOSES AS A PUBLIC RECORD. THIS CERTIFICATE SHALL EXPIRE ON \_\_\_\_\_ (DATE).  
 DATE OF EXECUTION: \_\_\_\_\_

CHAIRMAN, CONWAY PLANNING  
 COMMISSION

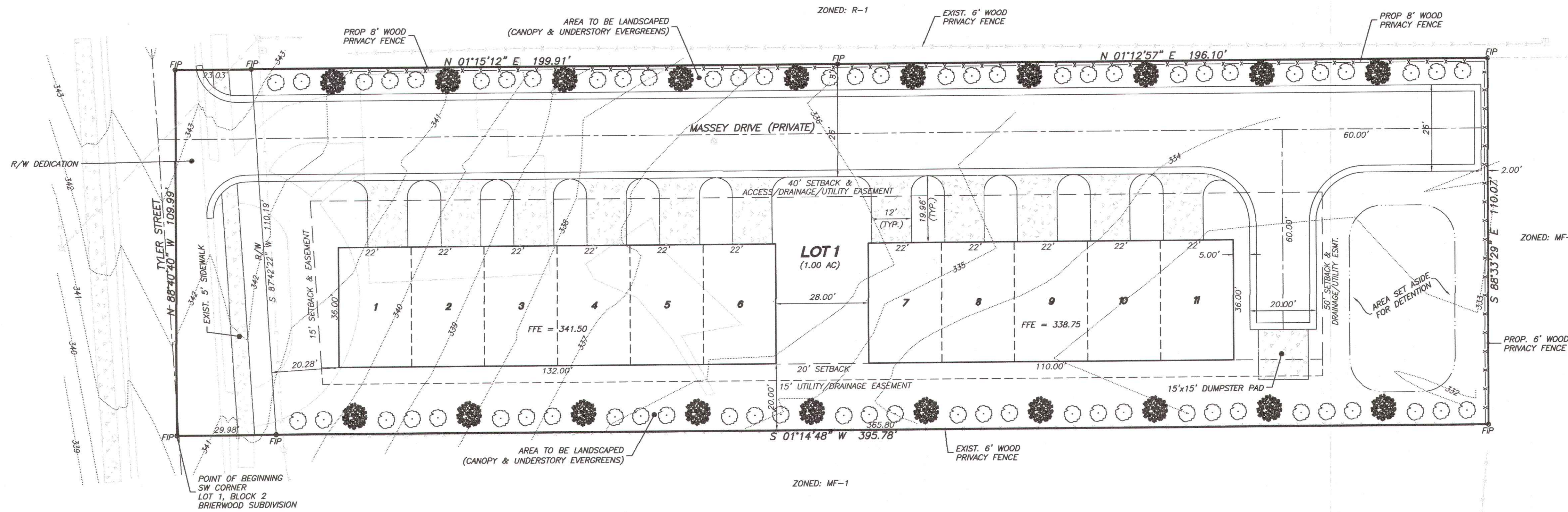


VICINITY MAP  
 SCALE: 1" = 2000'

LEMONS ENGINEERING CONSULTANTS, INC.  
 2104 CHERRY STREET  
 CABOT, ARKANSAS 72023  
 (501) 843-5081 • Fax (501) 941-0959  
**ENGINEERING + SURVEYING**  
 WATER • SEWER • TRANSPORTATION • SUBDIVISIONS



PRIVATE DRIVE CONSTRUCTION DETAIL  
 NTS



**LEGAL DESCRIPTION:**

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 2, T-6-N, R-14-W, CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**FLOOD NOTE:**

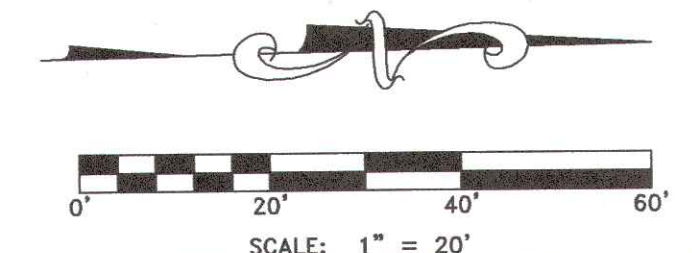
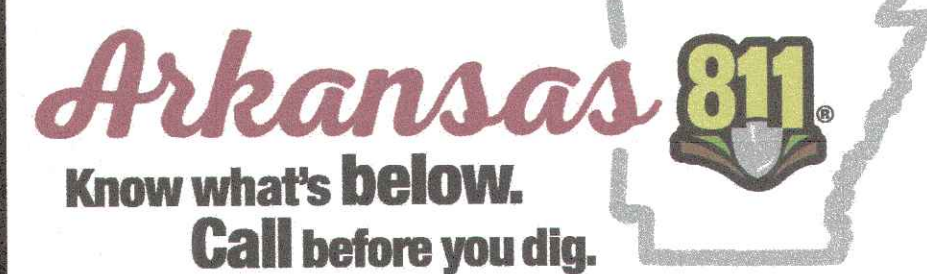
BASED ON FIRM COMMUNITY PANEL NO. 05045C0277H, PANEL 277 OF 480, WITH AN EFFECTIVE DATE OF DECEMBER 19, 2006, THIS PROPERTY APPEARS TO BE LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

**GENERAL NOTES:**

- 1.) WATER/WASTEWATER BY CONWAY CORP.
- 2.) ELECTRIC SERVICE BY CONWAY CORP.
- 3.) PRESENT ZONING = R-1  
PROPOSED ZONING = PUD
- 4.) PROPERTY TO BE UNDER SINGLE OWNERSHIP WHO WILL BE RESPONSIBLE FOR STREET & COMMON AREA MAINTENANCE UNTIL SUCH TIME THAT A POA IS DEVELOPED.

**DENSITY INFORMATION:**

LOT AREA = 40,631.62 SF  
 LOT AREA/UNIT = 3669.24 SF (3630 SF ALLOWED)  
 BUILDING AREA = 8712.00 SF (21.44%)  
 DRIVING SURFACE AREA = 13,401.88 SF (32.98%)  
 GREENSPACE AREA = 18,517.74 SF (45.57%)



TYLER STREET PUD/SITE PLAN  
 2510 TYLER STREET, CONWAY, AR  
 PART OF THE NE 1/4, NW 1/4, SECTION 2, T-6-N, R-14-W  
 CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS

Shriya Properties, LLC  
 816 Oak Street  
 Conway, Arkansas 72034

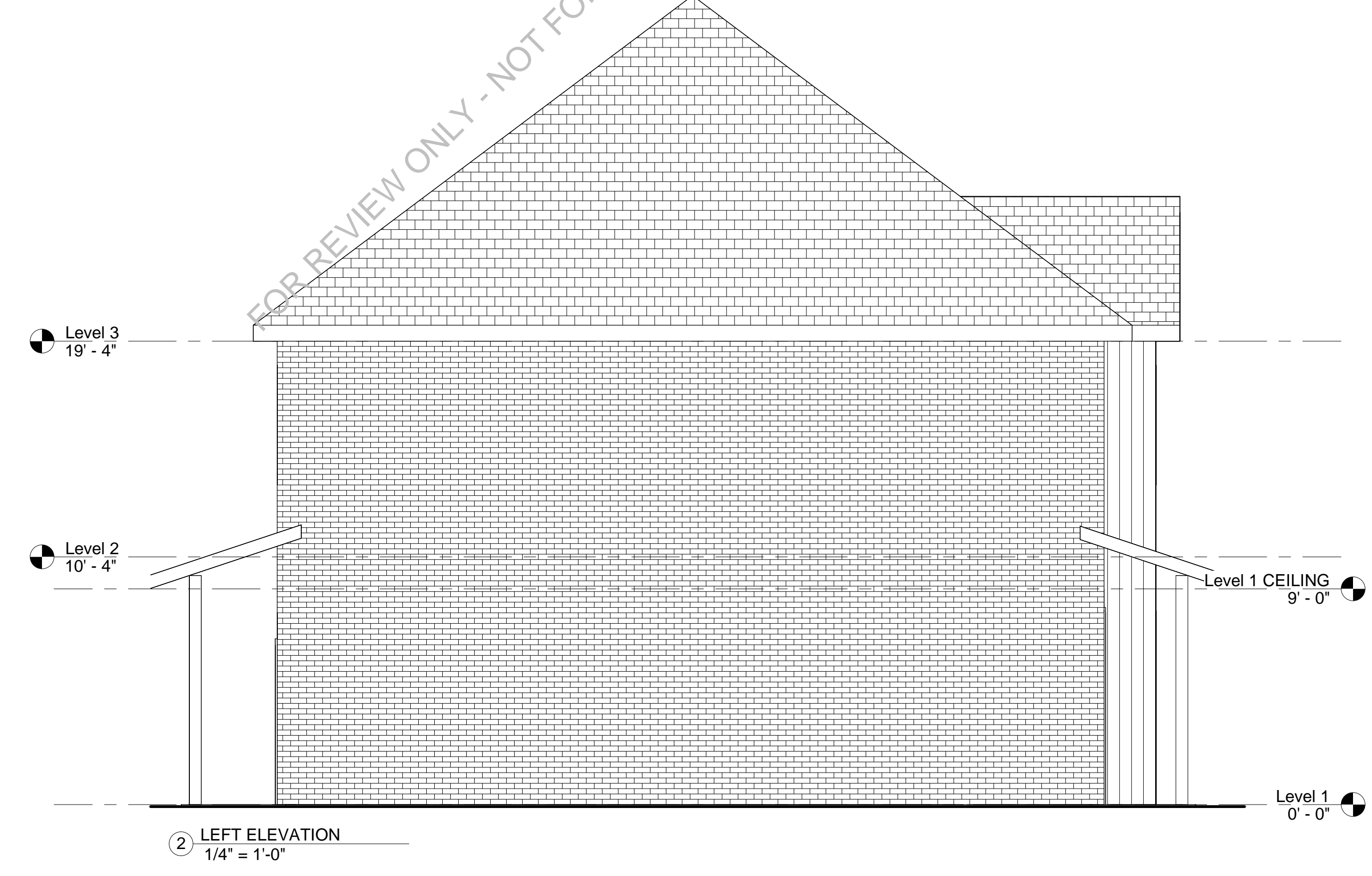
Project No.	24-004	
Date	May 1, 2024	
Scale	1" = 20'	
Drawn By	B. Judd	
Checked By	B. Judd	
Revisions		
No.	1	Revised as per city's comments.
Date	8-27-24	
By	B. Judd	
Sheet	2	of 6



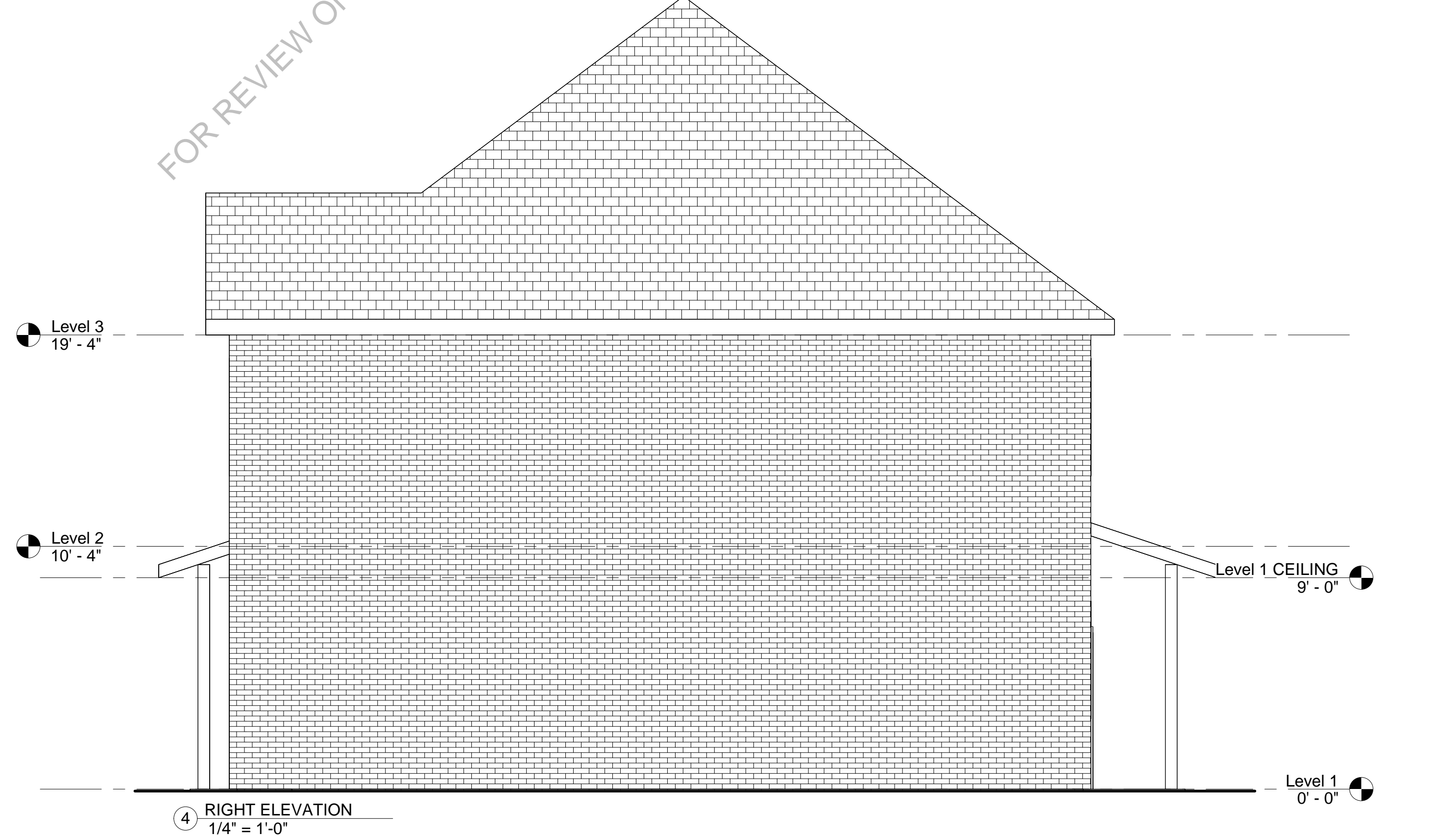
1 FRONT ELEVATION  
1/4" = 1'-0"



3 REAR ELEVATION  
1/4" = 1'-0"



2 LEFT ELEVATION  
1/4" = 1'-0"



4 RIGHT ELEVATION  
1/4" = 1'-0"

**CP DRAFTING AND DESIGN**

RESIDENTIAL DESIGN  
\*NEW CONSTRUCTION \*REMODELS/ADDITIONS

Phone: 501-517-6976  
Email: CW@CPDraftingAndDesign.com  
WWW.CPDraftingAndDesign.com

No.	Description	Date

LANCE MASSEY  
DUPLEX PROJECT  
FOR REVIEW ONLY

Project number CPDD-363  
Date 2/8/24  
Drawn by CW POLSTON

A101

Scale 1/4" = 1'-0"



**Lemons Engineering Consultants, Inc.**  
**204 West Cherry Street**  
**Cabot, Arkansas 72023**  
**(501) 605-7565**  
**arstrep43@gmail.com**

# **TYLER STEET PUD**

## **2510 TYLER STREET, CONWAY, ARKANSAS**

- Proposed Land Use:** Residential (Townhouses)
- Building Setbacks:** Varies – See PUD Plat (exceeds requirements of similar zonings).
- Parking:** Each home shall have a one to two car garage. Individual drives will provide additional parking.
- Density:** 11 homes on 1 acre (3,960 sf per unit).
- Common Space:** All areas outside the buildings and driveways shall be considered common space, including the area behind the townhouses, and the detention area.
- Green Space:** All non-hard surface areas shall be landscaped and/or sodded. A strip of property along the West boundary (west of the drive) to be landscaped as well.
- Ingress/Egress:** Access to and from this site shall be via a Private Drive as shown on the PUD Plat. This drive shall meet all ISO requirements, including but not limited to the hammerhead at the North end.
- Landscaping:** Landscaping shall be installed along the perimeter of the site.
- Architectural Plans:** To be provided by the owner/developer by email on April 19, 2024.
- PUD Justification:** Due to the narrow dimension and shape of this property, the conventional setbacks and landscape requirements make this property essentially undevelopable. This PUD will allow the flexibility needed in said setbacks.

POA: The townhouses shall be owned by one individual therefore all maintenance shall be by the owner. This shall include all landscaping, access drive, etc. A draft Bill of Assurance will be provided to the city with the complete civil plans.

Letter of Authorization: To be provided on or before April 26, 2024.

Perimeter Fencing: Six (6) foot wood privacy fence to be installed along the West, North and East property lines.

Landscaping: The eight (8) foot strip between the West property line and the proposed access drive shall be fully landscaped. Other landscaping shall be provided along the perimeter. A full landscape plan shall be provided with the complete civil plans.

Trash: At the present time, a dumpster is planned near the hammerhead, on the North side of the project.

Garages: Single car garage, with a driveway that is wide enough to accommodate two vehicles outside the garage.

Common Space: Since there will be one owner, all areas outside the structures and driveways shall be considered common space.

Internal sidewalks: None planned.



Zoning Map:  
PUD-0424-0053

Rosemount Dr

Brierwood Cir

Brier Springs Dr

R-1

R-1

MF-1

R-2

Ridgewood Dr


Tyler St

Tucker  
Creek Rd




R-1

R-1

**Zoning**

 City Limits

**Zoning Codes**

-  MF-1
-  R-1
-  R-2



**City of Conway, Arkansas  
Ordinance No. O-24-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS OR POMPE PARK PHASE II FOR CONWAY PARKS & RECREATION; AND FOR OTHER PURPOSES**

**Whereas**, City Council approved Crafton Tull & Associates for the Pompe Park Phase I & II project; which includes Veteran Plaza in 2021; and

**Whereas**, additional funding is needed to complete the Pompe Park phase that will include additional parking and trail connections; and

**Whereas**, a double-sided bathroom will also be included with this project for the park; and

**Whereas**, the City of Conway has funds available in the A&P Fund and would like to appropriate funds 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 \$150,000 from the A&P Fund Balance Appropriation account 252-000-4900 into the A&P CIP - Misc account 252-165-5990 for the additional funding for Phase II (Parking Lot and trail extension) and the addition of a bathroom for Pompe Park.

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

**PASSED** this 23<sup>rd</sup> day of July, 2024.

**Approved:**

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

**Attest:**

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



DEPARTMENT OF  
INFORMATION SYSTEMS  
AND TECHNOLOGY

---

CITY OF CONWAY, ARKANSAS

**City of Conway  
Information Technology**

**MEMORANDUM**

**TO:** Mayor Bart Castleberry  
**FROM:** Sean Canady  
**DATE:** 7/15/2024  
**SUBJECT:** Removal of Items from Inventory

Attached to this memo is a list of computers the Information Technology Department wishes to remove from inventory. All items will either be auctioned on GovDeals or disposed of as e-waste. Please let me know if you have any questions.

# City of Conway Information Technology E-Waste

CLASS	MAKE	MODEL	SERIAL NUMBER	Asset Tag	Future Plans
Desktop	Dell	Optiplex 3060	BT111S2	5305	Auction
Desktop	Dell	Optiplex 3060	BQD01S2	5349	Auction
Desktop	Dell	Optiplex 3060	BQW11S2	5341	Auction
Desktop	Dell	Optiplex 3060	BQG51S2	5342	Auction
Desktop	Dell	Optiplex 3060	BRK21S2	5353	Auction
Desktop	Dell	Optiplex 3060	CVQ31S2	5316	Auction
Desktop	Dell	Optiplex 3060	BQH61S2	5338	Auction
Desktop	Dell	Optiplex 3060	BR621S2	5310	Auction
Desktop	Dell	Optiplex 3060	BT741S2	5302	Auction
Desktop	Dell	Optiplex 3060	BT461S2	5281	Auction
Desktop	Dell	Optiplex 3060	BRH61S2	5260	Auction
Desktop	Dell	Optiplex 3060	BSY51S2	5299	Auction
Desktop	Dell	Optiplex 3060	BT621S2	5347	Auction
Desktop	Dell	Optiplex 3060	BRJ41S2	5297	Auction
Desktop	Dell	Optiplex 3060	BTP01S2	5306	Auction
Desktop	Dell	Optiplex 3060	BSV41S2	5298	Auction
Desktop	Dell	Optiplex 3060	BTV41S2	5307	Auction
Desktop	Dell	Optiplex 3060	BT231S2	5308	Auction
Desktop	Dell	Optiplex 3060	CVV21S2	5343	Auction
Desktop	Dell	Optiplex 3060	BRM01S2	5350	Auction
Desktop	Dell	Optiplex 3060	BT011S2	5303	Auction
Desktop	Dell	Optiplex 3060	CW861S2	5259	Auction
Desktop	Dell	Optiplex 3060	BST21S2	5069	Auction
Desktop	Dell	Optiplex 3060	BT631S2	5274	Disposal
Desktop	Dell	Optiplex 3060	CW731S2	5016	Disposal
Desktop	Dell	Optiplex 3060	G102ZQ2	4428	Disposal
Desktop	Dell	Optiplex 3060	1P9S8N2	4419	Disposal
Desktop	Dell	Optiplex 3060	JP6B7X2	5183	Disposal
Desktop	Dell	Optiplex 3060	BRH31S2	5240	Auction
Desktop	Dell	Optiplex 3060	BSZ11S2	5304	Auction
Tablet	Microsoft	Surface Pro 7 M1866	060974203953	5569	Disposal
Tablet	Microsoft	Surface Pro 5 M1796	034110581253	4415	Auction
Tablet	Microsoft	Surface Pro 5 M1796	032595482953	5365	Auction
Tablet	Microsoft	Surface Pro 5 M1807	045806581953	5394	Auction
Tablet	Microsoft	Surface Pro 5 M1807	045806581953	5393	Auction
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Tablet	Microsoft	Surface Pro 5 M1807	025232704053	5577	Auction
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Dock	Microsoft	Dock 3	1749	5838	Auction
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Dock	Microsoft	Dock 6	1749	None	Auction
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Monitor	Dell	P2417h	1MWBSK2	5525	Auction
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Monitor	Dell	P2419h	HM9Z1Q2	5346	Auction
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Monitor	Dell	P2419h	BY5YJ43	5834	Auction
Monitor	Dell	P2419h	D6M9PF3	5895	Auction
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Monitor	Dell	P2419h	286YJ43	5591	Auction
Monitor	Dell	P2419h	5F3YJ43	5590	Auction
Monitor	Dell	P2419h	196YJ43	5584	Auction
Monitor	Dell	P2419h	5D8YJ43	5594	Auction
Monitor	Dell	P2419h	8W6YJ43	5850	Auction
Monitor	Dell	P2419h	4X5YJ43	5851	Auction
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Monitor	Dell	P2419h	4C6YJ43	5595	Auction
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Monitor	Dell	P2419h	2M9Z1Q2	5014	Auction
Monitor	Dell	P2419h	6MTTBR2	5318	Auction
Monitor	Dell	P2419h	GQ9Z1Q2	5018	Auction
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Monitor	Dell	P2419h	DN3YJ43	5592	Auction
Monitor	Dell	P2419h	FJTTBR2	5344	Auction
Monitor	Dell	P2419h	4G7YJ43	5586	Auction
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Monitor	Dell	P2419h	J76YJ43	5831	Auction
Monitor	Dell	P2419h	607YJ43	5588	Auction
Monitor	Dell	P2419h	787YJ43	5589	Auction
Monitor	Dell	P2419h	DM6YJ43	5593	Auction
Monitor	Dell	P2419h	GRRPBR2	5371	Auction
Monitor	Dell	P2419h	8ZSTBR2	5082	Auction
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Monitor	Dell	P2419h	478YJ43	5830	Auction
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Monitor	Dell	P2419h	2L0HPM2	5409	Auction
Monitor	Dell	P2419h	1K9SZR2	5431	Auction
Monitor	Dell	U2518D	1RYD992	4390	Auction
Monitor	Dell	U2518D	7QYD992	4391	Auction
Laptop	Dell	XPS 17- 9700	BGVN863	5809	Auction
Laptop	Dell	XPS 17- 9700	9GVN863	5824	Auction
Laptop	Dell	XPS 17- 9700	7GVN863	5598	Auction
Laptop	Dell	XPS 17- 9700	8GVN863	5808	Auction
Laptop	Dell	XPS 17- 9700	JPL2MG3	5959	Auction
Laptop	Dell	XPS 17- 9700	FGVN863	5821	Auction
Laptop	Dell	XPS 17- 9700	DGVN863	5820	Auction
Laptop	Dell	XPS 17- 9700	CGVN863	5599	Auction
Laptop	Dell	Latitude 5590	6FC6KR2	5294	Auction
Laptop	Dell	Latitude 5590	G8F5KR2	5276	Auction
Laptop	Dell	Latitude 5590	CLT5KR2	5295	Auction
Laptop	Dell	Latitude 5590	8306KR2	5296	Auction
Laptop	Dell	Latitude 5590	9706KR2	5300	Auction
Laptop	Dell	Precision 7740	6TW6M13	5535	Auction
Laptop	Dell	Latitude 5590	6X56KR2	5280	Auction
Laptop	HP	EliteBook 8670p	5CB34403N9	3621	Auction
Laptop	Dell	Latitude E6540	C1JVL72	4117	Auction
Laptop	Dell	Rugged Latitude 7404	28WLN1	3946	Auction
Laptop	Dell	Rugged Latitude 5414	2PTVNY1	4168	Auction
Laptop	Dell	XPS 15 - 9570	H07BNF2	5398	Auction
Laptop	Dell	XPS 15 - 9570	352B6S2	5289	Auction
Laptop	Dell	XPS 15 - 9560	JZFM4M2	4388	Auction



**City of Conway, Arkansas  
Ordinance No. O-24-\_\_\_\_**

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

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

Various Companies	\$20,219.11	Extra Duty Services
FBI/DEA	\$193.26	Taskforce Funds
Various Companies	\$250.00	Donations
Sheriff's Office	\$146.85	Restitution Funds

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

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

**Section 1.** The City of Conway shall appropriate funds from various companies in the amount of \$20,219.11 from 001.121.4185 to the CPD overtime expense account, 001.121.5114.

**Section 2.** The City of Conway shall appropriate funds from various companies in the amount of \$193.26 from 001.121.4186 to CPD overtime account 001.121.5114.

**Section 3.** The City of Conway shall appropriate funds from Various Companies in the amount of \$250.00 from 001.121.4705 to the CPD grant and donation expense account 001.121.5760.

**Section 4.** The City of Conway shall accept restitution funds totaling \$146.85 and appropriate funds from 001.121.4184 to the CPD other miscellaneous expense account 001.121.5799.

**Section 5.** All ordinances in conflict herewith are repealed to the extent of the conflict.

**PASSED** this 22<sup>nd</sup> day of July, 2024.

**Approved:**

**Attest:**

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

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



**City of Conway, Arkansas**  
**Ordinance No. O-24- \_\_\_\_\_**

**AN ORDINANCE APPROPRIATING ASSET FORFEITURE FUNDS TO THE POLICE DEPARTMENT;  
DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**Whereas**, the Conway Police Department needs approximately \$60,000 to purchase three drones, with equipment, training courses, license fees; and

**Whereas**, the City of Conway received three quotes and request Council approve the lowest quote from Skydio Inc. in the amount of \$53,299.05 through the TIPS procurement contract. Skydio Inc. is compliant with state laws and follows the guidelines in ACT525. Additional quotes were provided from the following companies, TEAL \$87,151.12, and BRINC \$136,496.10; and

**Whereas**, money in the Conway Police Department Asset Forfeiture account is allowed, by law, to be used for such purposes as these.

**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 \$60,000 from the Asset Forfeiture Fund Balance Appropriation Account 250-000-4900 into the Asset Forfeiture CID Miscellaneous account 250-121-5990 and;

**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 23<sup>rd</sup> day of July, 2024.

**Approved**

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

**Attest:**

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



## MEMORANDUM

**TO:** City Council Members/Mayor Bart Castleberry

**FROM:** Chief William Tapley

**DATE:** July 23, 2024

**SUBJECT:** SRO Contract

The Conway Police Department respectfully request to enter into an agreement with the Conway High School for the 2024-2025 school year.

This Agreement is entered on July 1, 2024, through July 1, 2025, between the City of Conway, Arkansas, and the Conway School District.

I respectfully request that the City of Conway accepts to enter into this agreement. Thank you for your consideration.

# AGREEMENT

This Agreement is entered this 1st day of July, 2024, between the City of Conway, Arkansas, and the Conway School District.

## WITNESSETH:

**WHEREAS**, District desires to maintain and improve a School Resource Officers' Program ("Program") to serve the respective needs and to provide for the maximum mutual benefit of the parties hereto; and

**WHEREAS**, this objective is to be accomplished by the controlled interaction of the City's police officers with students and staff of the District; and

**WHEREAS**, the district desires to reduce juvenile crime and to promote students' well being.

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

1. **SERVICES**

The City shall provide nine police officers and one police sergeant on a full-time basis to serve as School Resource Officers for the Conway School District. Two officers will be placed at the Conway High School; two officers will be placed at the Conway Junior High School; one officer will be placed at each middle school; and all officers will share the responsibilities of the elementary schools. The program may be expanded to add additional officers.

2. **CONSIDERATION**

In consideration for providing the above-described services, the Conway School District shall pay to the City the sum of \$530,000.00 which represents approximately half of the total costs associated with the officers' salaries, benefits, and the average overtime/comp that they receive as part of their SRO duties. The compensation shall be paid by the Conway School District to the City of Conway in full, between July 1, 2024, and July 30, 2025.

3. **TERMS**

The term of this Agreement shall be for a period commencing July 1, 2024, to and including, July 30, 2025. Absent termination by one of the parties hereto, or amendments mutually agreed upon by the parties, this Agreement shall automatically be renewed for additional terms of one year. This Agreement and all performances and obligations required hereunder may be terminated by the Mayor of the City of Conway or Superintendent of the Conway School District at any time and for any cause provided that the terminating party provides the other party with written notice of termination immediately upon the date of termination.

4. **PERSONNEL**

The School Resource Officers provided by the City shall be considered employees of the City. The School Resource Officers shall perform their services in accordance with Exhibit "A". Notwithstanding anything contained in this Agreement or the attachments to this Agreement, the School Resources Officer shall at all times be subject to the policies and procedures of the Conway Police Department. The City and the District shall be jointly responsible for the selection of an officer from the list of eligible candidates provided by the City. The City shall be responsible for the special training of the officer as required for participation in this program, and the scheduling of such School Resource Officers.

5. **INSURANCE**

City and District acknowledge that the other party is a governmental entity, duly organized under the laws of the State of Arkansas, and that each party relies on tort immunity. Accordingly, either parties, as a requirement of this Agreement shall not require additional insurance.

6. **ASSIGNMENT AND SUBCONTRACTING**

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

7. **NOTICES**

Notices hereunder shall be given by first-class mail or personal service. Notice to the City shall be delivered or addressed to the Mayor, City of Conway, 1111 Main Street, Conway, AR 72032. Notice to the District shall be delivered or addressed to the Superintendent of Schools, 2220 Prince Street, Conway, AR 72034.

Conway School District

City of Conway

\_\_\_\_\_  
Superintendent

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

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

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

# SCHOOL DISTRICT

## Exhibit A

### SCHOOL RESOURCE OFFICER

#### QUALIFICATIONS:

1. A police officer with a minimum of three years of law enforcement experience.
2. Officer has effective oral communication skills.
3. Officer has effective written communication skills.
4. Officer has strong desire to work with children and young adults.

#### BASIC PERFORMANCE RESPONSIBILITIES:

- A. The school resource officer will report directly to the school resource officer supervisor. The school resource officer supervisor will coordinate all resource officer activities with the Assistant Superintendent of Schools. Each school resource officer shall:
  1. Provide a general security presence within the school district at each of the SRO's assigned schools.
  2. Provide informal counseling to students and/or faculty.
  3. Act as a guest lecturer in the classroom in law enforcement related areas.
  4. Act as a liaison between the department and the school district.
  5. Investigate crimes occurring on school property.
- B. The school resource officer will assist school officials in setting up procedures for juvenile delinquency prevention programs by:
  1. Providing assistance to students and school staff members.
  2. Presenting various crime prevention, drug, and alcohol seminars.
  3. Serving as a positive role model.
  4. Bridging the communication gap between students and police.
  5. Enforcing State, Federal, and local laws whenever necessary.
  6. Preventing the organization of youth based gangs.
- C. The school resource officer will assist school officials with maintaining order in and around the school by investigating criminal behavior and taking enforcement action as appropriate to help insure a safe environment for students and school district officials.
- D. The school resource officer shall project a professional appearance and attitude that has a positive influence on the community.
- E. The school resource officer will report to his or her assigned school at the time designated by the school resource officer supervisor and will:
  1. Report to the area of assignment and remain in this area unless duty demands otherwise.
  2. Be visible in or around schools before school, during assemblies, lunch hours, and after school to ensure smooth school operation.
  3. Keep supervisors informed of the progress of investigations and/or problems in his or her area of responsibility.
  4. Accurately record daily activities as assigned and submit reports to the unit supervisor for approval.
- F. The school resource officer will perform any other duties as assigned by his or her supervisor.

- G. School resource officers who are assigned to schools will be on their assignments throughout the normal calendar year.
- H. Vacations other than school holidays will be taken primarily during times when school is not in session.

Note: The school resource officers will work extra-curricular activities at their assigned schools that the school resource officer supervisor deems necessary for the program to succeed. Compensation for the extra-curricular activities worked by the positions will be paid by time off through school holidays and summer months, to include the use of the School Resource Officer's accrued compensation time. Due to the accrual of this time the school resource officers are exempted from the departments 100 hour cap on accrued compensatory time.

I have read and agree to the above stipulations concerning extra-curricular activities.

\_\_\_\_\_  
**Sgt. Danny Worley**

\_\_\_\_\_  
**Ofc. Jonathon Boone**

\_\_\_\_\_  
**Ofc. Derrick Flowers**

\_\_\_\_\_  
**Ofc. Daniel Hogan**

\_\_\_\_\_  
**Ofc. Clint Evans**

\_\_\_\_\_  
**Ofc. Daniel Mullaney**

\_\_\_\_\_  
**Ofc. Joey Slayton**

\_\_\_\_\_  
**Ofc. Timothy Woods**

\_\_\_\_\_  
**Ofc. Taylor Berry**

\_\_\_\_\_  
**Ofc. Frankie Henderson**