



City of Conway Council Agenda

<u>Council Meeting Date:</u>	May 24th, 2016
<u>5:30pm Committee Meeting:</u>	Presentation by Woody Cummins – “Healthy Conway”
<u>6:30pm:</u>	Council Meeting
<u>Call to Order:</u>	Mayor Tab Townsell
<u>Roll Call:</u>	City Clerk/Treasurer Michael O. Garrett
<u>Minutes Approval:</u>	May 10 th , 2016

Employee Service Awards

Monthly financial report ending April 30th, 2016

Mayor Tab Townsell

City Clerk Michael O. Garrett
City Attorney Chuck Clawson

City Council Members

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

1. Report of Standing Committees:

A. Public Hearings:

1. Public Hearing regarding a proposed water rate change for Conway Corporation.
 - a. Ordinance fixing the rates to be charged for the services of the municipal waterworks system.

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

1. Ordinance authorizing the City to enter into an agreement with FTN & Associates for the Professional service proposal for engineering design and
2. Ordinance authorizing a change in staffing levels for the Permits & Code Enforcement Department.
3. Consideration to approve a change order (#1) for the 2014 AIP grant to submit closeout paperwork to the FAA for the Conway Municipal Airport.
4. Ordinance amending the 2016 fiscal year revenue budget for the Airport Enterprise Fund.
5. Consideration to accept the interest rate quote and financial institution for the purchase of park land located off South German Lane.
6. Ordinance authorizing the issuance of a promissory note for short term financing for the purchase of land along South German Lane.
7. Resolution entering into a lease-purchase agreement with TCF Equipment Finance for a vibratory compactor for the Street & Engineering Department.

8. Consideration to approve the bid for the purchase of a bucket truck for the Street & Engineering Department.
9. Consideration to approve the purchase of a service bed truck with crane body for the Street & Engineering Department.
10. Ordinance authorizing the reclassification and levels of certificate pay for positions located in within the Street & Engineering Department.
11. Ordinance authorizing retroactive certificate pay for the traffic signal technician position at the Street & Engineering Department.
12. Consideration of a conditional use permit request to allow an adult day care facility located at 2850 Prince Street Suites 18 & 19 in a C-3 zoning district.
13. Ordinance to rezone property located at 1718 College Avenue from R-2A to R-2.
14. Ordinance to rezone property located at 1301 Sturgis Road from A-1 to I-3.
15. Consideration of a conditional use permit request to allow an automotive paint & vehicle repair shop at 1301 Sturgis Road.
16. Consideration to approve a temporary commercial enterprise for the temporary “inflatable” water park at the northwest corner of Dave Ward Drive & Country Club Road (just south of New Life Church).
17. Discussion regarding the review of Phoenix Recovery Center conditional use permit.

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

1. Resolution expressing the willingness of the City of Conway to utilize federal aid funds for the relocation of the Springfield/Des Arc Bridge.
2. Consideration to approve the general contractor for the completion of the Conway Event Center.
3. Consideration to accept bids for the renovation of the Fields at the Don Owens Softball Complex.
4. Ordinance appropriating funds for the renovation and installation of artificial turf & replacement of the fencing at the Don Owens Softball complex.

D. Public Safety Committee (Police, Fire, District Court, CEOC, Information Technology, City Attorney, & Animal Welfare)

1. Ordinance appropriating funds for a support contract for the Information Technology Department.

E. Personnel

1. Discussion of the Arkansas Municipal League Workers Compensation Trust.
2. Discussion of the Arkansas Municipal League Health Benefit Fund.

Adjournment

Background

On December 15, 2014, Mayor Tab Townsell penned a letter addressed to several leaders in our community and invited them and their respective organizations to partner with the city to arrange/conduct a Growth Summit for the City of Conway. A copy of the letter is attached to this proposal. For introductory purposes brief references to this letter will be highlighted to introduce this proposed project.

In the correspondence Mayor Townsell thoroughly articulated a need to address two issues in particular. The first issue identified was the sustained drop in single-family home construction in recent years. The second issue was the initiation of construction for the Baker-Wills Parkway (formerly the Western Loop). This loop is partially located in land not currently annexed into the city. Additionally the construction of the loop will create pockets of land that are part of utility systems controlled by outside utility managers not affiliated with Conway Corporation.

These two issues contain a number of very complex interactions, interpretations, and potential actions that must be determined before a solution can be crafted. Some of the solutions may require a change in public policy that has sustained Conway for many years.

Data elements used to present the Mayor's arguments suggest some of the longstanding trends Conway has enjoyed might be changing, such as the following:

- Single-family home construction had been declining for several years.
- The city is funding project construction on property not currently contained in the city limits (Baker-Wills Loop).
- Conway population growth is flat, possibly diminishing.
- The lack of growth is negatively impacting the revenue for the city.

A direct quote from the Mayor's letter states

"Something has changed in Conway. We better understand and come to agreement as to what has happened and how we are going to deal with it in short order as we move forward. This analysis should include not just the factors facing traditional growth on the outer rim of the city but those factors refraining growth and redevelopment on the interior of the city as well."

The letter did not generate a partnership as was originally intended; however, it has served as a catalyst for informal discussions about the changing trends in our community. The challenge has not diminished during the past sixteen months and additional key data elements have been identified for monitoring.

With a pending change in city leadership occurring this calendar year, it appears to be an appropriate time to identify the key elements of data that measure our performance and growth. This proposal is being submitted to the Conway City Council for their review and consideration. (Mayor's original letter is attached)

Overview

A Steering Committee will be appointed and directed by the City Council to define a “Healthy Conway.”

The Steering Committee will terminate after the formal study is submitted and accepted by the Conway City Council.

The Steering Committee’s challenge will be to identify the key elements of information that contribute to creating and maintaining a “Healthy Conway.”

The Steering Committee will study the following areas to determine if trends are apparent and to identify specific strengths and possible challenges that might be anticipated. These areas are:

- Economy
- Educational programs
- Public Services
- Housing
- Infrastructure
- Employment
- Utilities
- Revenue

Project Approach

Stakeholder Input - The Steering Committee will conduct a series of meetings with the members of the Conway City Council, the officers and board of the Conway Corporation, the officers and directors for the Conway Area Chamber of Commerce and the officers and board members of the Conway Development Corporation. These meetings will serve to gather input from the principal policy makers for this community. The commission will seek to identify the concerns, the interest, and the key elements of information these leaders consider most efficient and effective in measuring a “Healthy Conway.”

Collection of Data - The Steering Committee will collect and review data already available in these areas of interest. This data will be analyzed and ordered for collective presentation.

Collection of Public Input - The Steering Committee will utilize Internet surveys where appropriate and when needed to obtain input from the general public.

Collect Benchmark Data - The Steering Committee will collect benchmark data from communities deemed to be appropriate for comparison. Stakeholder input will be considered when these benchmark communities are selected.

Written Report to the City - The Steering Committee will prepare, submit, and make available to the public a formal report of their findings. Copies of the report will be available in limited printed quantity and available electronically for downloading.

Steering Committee Members

This commission will consist of individuals who have longstanding experience in community service, experience in public policy making, and experience working with the organizations that directly contribute to the operation of the city.

- Linda Tyler: Former member of the Arkansas House of Representatives, Acxiom, Etc. Consultant
- Ray Simon: Former Superintendent of Conway Schools, former Director of the Arkansas Department of Education, former Deputy Secretary of U.S. Department of Education.
- Artee Williams: Minister of Pleasant Branch Baptist Church, Director of Workforce Arkansas.
- Woody Cummins: Former Member of Conway City Council
- Frank Moix: Former Member of Conway City Council, local businessman for 40 years.

Budget

The Steering Committee will be funded through the Mayor’s Office. All expenditures must be approved prior to expenditure. It is anticipated an intern will be utilized in the typing and production layout of the final document.

Intern Position-----\$
Miscellaneous Expenses -----\$
Total Budget-----\$

Timeline

- May – Appoint the Steering Committee
- June – Interview boards and commissions
- July – August -Collect data
- September-October- Finish completed report
- November- Present report to City Council and the public



CITY OF CONWAY
Office of the Mayor
Mayor Tab Townsell

December 15, 2014

Mr. Brad Lacy
President
Conway Chamber of Commerce
900 Oak Street
Conway, AR 72032

Mr. Bill Adkisson
Chairman
Conway Development Corporation
900 Van Ronkle St.
Conway, AR 72032

Mr. Richie Arnold
Chief Executive Officer
Conway Corporation
1307 Prairie St.
Conway, AR

Dear Mr. Lacy, Mr. Adkisson, and Mr. Arnold:

I write to ask your organizations to consider partnering with the city to arrange/conduct a Growth Summit for the City of Conway. Setting public policy affecting growth is by nature a political activity of city government. However, policy affecting growth also affects the economy, the Quality of Place of our city, and the Quality of Life of our citizens. As city government determines how the city will grow, how much it will grow, and even if Conway is going to grow, we must recognize that those determinations have widely different impacts on our citizenry. I feel it appropriate to widen the discussion. I ask you to join with the city government in exploring the issues as we try to determine the best path forward.

While Conway has enjoyed tremendous growth over many decades, our city today faces a variety of factors that may force leaders to rethink the assumption that building a quality place to live inevitably will lead to continued growth. Some factors the city is already facing will quickly impact the type of city Conway is to become. I think it is important to challenge the validity of our basic growth assumptions given the facts facing growth in Conway, and then very consciously, deliberately set our policies for the future to grow or not grow as we best determine rather than idly accept the ramifications of policies affecting growth set years ago.

Two issues are driving my concern. First, Conway has experienced and continues to experience a sustained drop in single family home construction. Conway's growth has defined the city for decades. It has created prosperity, wealth, jobs, business opportunities, rising home values, sustained the construction related industries and even helped insure rising retail sales. The

sustained drop in home building activity threatens both the basic business model that has driven the community and the revenue model upon which the retail market is built. A strong case can be made that population growth is the major determinant of retail sales and, therefore, sales tax growth. Faced with a sustained drop in the activity that accompanies growth, we must ask "Is Conway finished growing?" "Why aren't we growing?" "Do we want to grow?" "What can we do to start growing again?"

Secondly, after decades of planning, construction has started on the Baker-Wills Parkway (formerly the Western Loop.) The first phase of this major, multi-year project will include a new Interstate 40 interchange and the first section of four lane divided roadway to serve as a simpler, cleaner access to and from the interstate for the southern and western parts of the city. The city's cost of this first phase will be \$5.7 million *with the entire construction undertaken three quarters of a mile south of the current city limits.* Let me say that again: *with the entire construction undertaken three quarters of a mile south of the current city limits.*

Further, this entire area south of the city limits is served by Mayflower Water and Entergy electricity. If Conway is going to control the development, the design, the traffic patterns, the land use patterns, or the aesthetics of any of this area through which the parkway will run, the city will have to annex it. If the city annexes the area, will Conway Corporation continue to serve all of Conway and its ratepayers buy out the other utilities in this area? Or, if Conway annexes the new parkway, will Conway Corporation not serve this area, or future areas like it, and Conway's famous utilities be limited only a portion of Conway? Or will Conway not annex the area and then lose developmental control, lose control of the roadway, its design, its function, its timing and, in essence, the city's current investment in the parkway? By the way, *parkway construction is not waiting on our decision.*

Regarding the general city growth issue, let me give you two sets of numbers whose implications capture my attention. Single family homes have long been the litmus test of healthy growth in Conway. While Conway has also been a strong market for multi-family residential with its three growing colleges, apartments have not defined Conway's growth like single family homes. For most of twenty-five years Conway issued on average over 400 single family building permits each year until the collapse of the national housing market in 2008. The chart below shows the annual numbers of single family building permits issued in Conway since 2003.

YEAR	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
# Permits Issued	645	502	488	407	314	189	261	247	152	186	147
# Lots Platted	567	246	502	266	483	80	192	91	41	162	46

Looking at the years starting in 2008 and continuing into this year something HAS affected the issuance of single family building permits. The years 2008 through 2013 have seen a drop of over 54% in the average annual number of single family building permits from the previous four years - 2004 through 2007. (2003 was left out as an anomaly.) That is a drop in the annual average from 427 permits per year to 197 permits per year. While the start of this period coincides with the collapse of the housing market nationally, Conway has not seen the beginnings of a recovery that other even more overbuilt places have started to see. Indeed, through November of 2014 only 108 single family building permits have been issued in Conway versus 131 permits last year.

Even more fundamental to the growth question is the precipitous fall in the number of filed & platted new single family lots each year. In the five years from 2003 to 2007 the city averaged platting 412 filed single family house lots a year. The six years from 2008 through 2013 has seen the city file on average only 102 single family homes lots a year. This alone represents over a 75% sustained drop in lot platting activity. Instead of seeing a recovery, in Conway, housing is going the other direction. If all cities were experiencing similar sustained drops in home building activity it would send one message, however, in Northwest Arkansas, where over building and over platting were famous, building activity has started coming back and even began accelerating in 2013.

How does this more broadly affect the entire city? Anecdotally, it appears the population growth spurs retail growth and serves as a guarantor of sales and sales tax in down retail years. Northwest Arkansas has not only experienced estimated population growth and much increased housing starts it has also experienced a sales tax boom in the past two years. In Little Rock and North Little Rock, flat population growth is also accompanied by flat to actually declining retail sales. In Conway, it is amazing how closely "Single Family House Permits" and "Percent Growth in Sales Tax Collections" track each other annually since the early 1990's. This pattern is still evident today as the growth malaise charted above is accompanied by relatively flat sales tax collections in recent years. While we can't say with certainty that this drop in building activity is the cause of the listlessness of our economy, we can say it seems to be a leading indicator.

Something has changed in Conway. We better understand and come to agreement as to what has happened and how we are going to deal with it in short order as we move forward. This analysis should include not just the factors facing traditional growth on the outer rim of the city but those factors refraining growth and redevelopment on interior to the city as well.

Regarding the issue of annexing our infrastructure investment in the Baker-Wills Parkway, again we are faced with a decision – a decision that must be addressed quickly or it will be effectively made for us. It starts with a definition of "who we are" and what we show ourselves to be to our citizens and to the on-looking world. It is a question directly to the point of asking what we will look like and what we will act like in an area that can be formally attached to us by annexation or that will be explicitly associated with us regardless.

It is really two decision points rather than one. We must decide if we are going to annex the area or if we are not going to annex the area. We are also going to have to decide, if we annex, whether Conway Corporation is to buy out and build up the utility service in the annexed area, whether the city is to release them from the municipal mandate to provide such service, or whether the city should help them find some middle course. These are not the same decision but one decision begets the other.

Pros and cons for all these issues and for all these decisions can be laid out. There are logical, operational, monetary, aesthetical, traffic flow, cost and revenue considerations - both long term and short term; strategic and tactical - on each side of each decision. These points and their implications should be weighed as a broad community. While one mayor and a majority of five city council members can ultimately make these decisions, I think it is incumbent upon the gravity of these decisions that some effort be made to broaden the conversation, the analysis, the listening, and the thinking before any decisions are made.

Page 4, Growth Summit Letter
December 15th, 2014

Please join the city in pursuing these broad questions in search of answers by which we can better live. While this effort may spawn many recommendations, this task does not require a single recommendation or a single a set of recommendations. The important task is to offer an ***inclusive forum*** for the community to gather input, to test thoughts, opinions, facts, analysis and, hopefully, begin to seek common ground.

In this pregnant pause prior to action, let us take responsibility for a more informed awareness of these issues and press each other to develop the right course of action. Let us not pause with indecision only to deliver stillborn to future generations a city unplanned for lack of forethought or for lack of courage.

Sincerely,



Tab Townsell
Mayor



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

Date: May 17, 2016

To: Jody Spradlin Finley Vinson
Mike Winter

Cc: Meg Hawkins Amy Springer
Tyler Whitmire

From: Lisa Mabry-Williams

Subject: Years of Service Recognition – Presentation of Pins

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

Years of Service	<u>Name</u>	<u>Date of Hire</u>	<u>Department</u>
5	Jessica Sutterfield, Lead Telecommunicator	05/16/2011	CEOC/Police
10	Captain Randall Green	05/01/2006	Fire
15	Lieutenant Casey Dunn Elgin Thomas, Concrete Specialist	05/21/2001 05/07/2001	Police Street



City of Conway, Arkansas
Monthly Financial Reports
April 30, 2016

City of Conway
 Monthly Financial Report - General Fund
 For the month ended April 30, 2016



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	3,800,000	54,768	438,760		3,361,240	12%
Payments in Lieu of Tax	31,250	-	-		31,250	0%
State Tax Turnback	883,250	63,511	316,508		566,742	36%
Insurance Tax Turnback - LOPFI	1,100,000	-	-		1,100,000	0%
Sales Tax	18,200,000	1,449,068	6,005,036		12,194,964	33%
Beverage Tax	400,000	35,152	165,752		234,248	41%
Franchise Fees	3,511,000	263,661	1,134,230		2,376,770	32%
Permits	298,000	58,779	217,115		80,885	73%
ACIEA Revenues	5,000	(1,087)	2,310		2,690	46%
Dog Tags & Fees	25,000	2,115	8,161		16,839	33%
Municipal Court Fines and Fees	1,042,500	105,155	380,169		662,331	36%
Law Enforcement	755,002	10,537	83,842		671,160	11%
Parks	552,500	40,040	231,948		320,552	42%
Interest Income	17,000	1,808	7,924		9,076	47%
Insurance Proceeds	9,998	14,260	24,258		(14,260)	243%
Donations	3,404	4,100	17,757		(14,352)	522%
Act 833 Revenue	90,000	-	-		90,000	0%
Miscellaneous Revenues	115,000	6,514	28,686		86,314	25%
Transfers from Other Funds	423,000	35,250	141,000		282,000	33%
Total Revenues	31,261,904	2,143,633	9,203,456	-	22,058,448	29%
Expenditures						
Admin (Mayor, HR)	635,029	36,511	174,793	315	459,921	28%
Finance	439,657	26,008	113,910	-	325,748	26%
City Clerk/Treasurer	170,569	10,615	41,627	-	128,942	24%
City Council	91,913	6,150	20,934	-	70,979	23%
Planning	388,860	25,606	113,389	-	275,471	29%
Physical Plant	537,698	31,393	121,242	1,841	414,615	23%
Fleet Maintenance	87,142	12,345	39,898	5,076	42,168	46%
Information Technology	1,118,652	122,586	408,445	22,674	687,533	37%
Airport	-	1,692	107,907	-	(107,907)	-
Permits and Inspections	648,346	35,690	144,128	-	504,219	22%
Nondepartmental	594,300	56,596	378,396	6,392	209,511	64%
Police	11,056,365	804,646	3,234,747	61,503	7,760,115	29%
CEOC	1,024,201	72,880	290,063	1,032	733,106	28%
Animal Welfare	440,636	27,807	114,266	1,096	325,273	26%
Municipal District Court	864,842	59,210	266,993	518	597,330	31%
City Attorney	465,007	33,148	131,428	427	333,153	28%
Fire	9,495,149	721,044	2,932,694	71,145	6,491,310	31%
Parks	2,915,128	204,429	718,013	28,048	2,169,067	25%
	30,973,493	2,288,358	9,352,872	200,066	21,420,555	30%
Total Expenditures	30,973,493	2,288,358	9,352,872	200,066	21,420,555	30%
Net Revenue/(Expense)	288,411		(149,415)			

*All figures are unaudited

Notes:

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

City of Conway
General Fund
2016



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-16-18	2/23/16	Planning Dept interim Deputy Director	14,000
O-16-37	4/12/16	Entry level police officer/firefighter promotional testing	5,000
O-16-38	4/26/16	Mosquito abatement program	150,000
			<u>\$ 169,000</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended April 30, 2016



Cash - Operating	4,761,979
Cash - Reserve	2,011,965
Petty Cash	715
Taxes Receivable	3,226,136
Accounts Receivable	3,288,599
Due from Other Funds	15,138
Due from Street	25,432
Due from Component Unit	197,859
Fleet Inventory	15,539
Fuel Inventory	13,837
General Inventory	585
<i>Assets</i>	<u>13,557,786</u>
Accounts Payable	145,555
Salaries Payable	223,136
Insurance and Benefits Payable	112,487
Event Deposits	1,520
Due to Other Funds	24,995
Deferred Revenue	3,006,736
<i>Liabilities</i>	<u>3,514,430</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	6,043,356
<i>Fund Balance</i>	<u>10,043,356</u>
<i>Total Liabilities & Fund Balance</i>	<u>13,557,786</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended April 30, 2016



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,440,000	43,600	140,220		1,299,780	10%
Payments in Lieu of Tax	15,000	-	-		15,000	0%
State Tax Turnback	3,579,020	332,642	1,225,241		2,353,779	34%
Severance Tax	250,000	13,797	46,055		203,945	18%
Sales Tax	250,000	20,304	84,141		165,859	34%
Sign Permits	500	-	180		320	36%
Engineering Fees	10,000	100	600		9,400	6%
Insurance Proceeds	-	-	143		(143)	-
Interest Income	20,000	1,687	7,571		12,429	38%
Miscellaneous Revenues	-	1,050	5,402		(5,402)	-
Total Revenues	5,564,520	413,180	1,509,553	-	4,054,967	27%
Expenditures						
Personnel Costs	2,347,548	143,120	607,348	-	1,740,200	26%
Other Operating Costs	1,891,183	73,367	378,900	104,299	1,407,984	20%
Total Operating Costs	4,238,731	216,487	986,248	104,299	3,148,184	23%
Capital Outlay	3,316,000	33,159	2,033,159	25,585	1,257,256	61%
Total Expenditures	7,554,731	249,646	3,019,408	129,884	4,405,439	40%
Net Revenue/(Expense)	(1,990,211)		(1,509,854)			

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2016



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-16-40	4/26/16	Contribution to AHTD for Dave Ward Dr project	2,000,000

City of Conway
Balance Sheet - Street Fund
For the month ended April 30, 2016



Cash - Operating	2,715,288
Taxes Receivable	89,294
Accounts Receivable	1,616,959
Due from Other Funds	24,995
<i>Assets</i>	<u>4,446,536</u>
Accounts Payable	21,167
Salaries Payable	18,797
Insurance and Benefits Payable	16,060
Due to Other Funds	44,550
Due to General	21,829
Deferred Revenue	1,294,270
<i>Liabilities</i>	<u>1,416,672</u>
<i>Fund Balance</i>	<u>3,029,864</u>
<i>Total Liabilities & Fund Balance</i>	<u>4,446,536</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended April 30, 2016



Revenues	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Sanitation Fees	8,750,000	723,491	3,851,497		4,898,503	44%
Proceeds - Recycled Materials	400,000	55,370	162,278		237,722	41%
Landfill Fees - General	225,000	15,355	66,569		158,431	30%
Insurance Proceeds	-	-	174,000		(174,000)	-
Interest Income	55,000	6,359	24,222		30,778	44%
Miscellaneous Revenues	-	10,059	23,161		(23,161)	=
Total Revenues	9,430,000	810,634	4,301,727	-	5,128,273	46%
Expenditures						
Personnel Costs	3,959,146	285,132	1,195,758	-	2,763,388	30%
Other Operating Costs	<u>2,977,297</u>	<u>253,406</u>	<u>635,343</u>	<u>67,138</u>	<u>2,274,816</u>	<u>21%</u>
Total Operating Costs	6,936,443	538,538	1,831,101	67,138	5,038,204	26%
Capital Outlay	<u>3,690,815</u>	<u>183,751</u>	<u>194,031</u>	<u>393,512</u>	<u>3,103,272</u>	<u>5%</u>
Total Expenditures	10,627,258	722,289	2,025,132	460,651	8,141,476	19%
Net Revenue/(Expense)	(1,197,258)		<u><u>2,276,595</u></u>			

***All figures are unaudited**

Notes:

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

City of Conway
Sanitation Fund
2016
Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
			<u>\$ -</u>

City of Conway
 Balance Sheet - Sanitation
 For the month ended April 30, 2016



Cash - Operating	5,210,434
Petty Cash	200
Post Closure Cash Account	5,529,305
Accounts Receivable	735
Due from Other Funds	11,622
Due from Component Unit	1,645,235
General Inventory	2,122
Land & Buildings	2,697,649
Infrastructure	1,136,716
Machinery and Equipment	5,946,952
Vehicles	139,589
Computer Equip & Software	958
<i>Assets</i>	<u>22,321,519</u>
Accounts Payable	36,185
Salaries Payable	195,124
Insurance and Benefits Payable	27,358
Net Pension Obligation	1,286,026
Due to Other Funds	(4,084)
Landfill Close/Post Close	7,926,380
<i>Liabilities</i>	<u>9,466,989</u>
<i>Net Assets</i>	<u>12,854,530</u>
<i>Total Liabilities and Net Assets</i>	<u>22,321,519</u>

*All figures are unaudited

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

City of Conway
 Monthly Financial Report - Airport
 For the month ended April 30, 2016



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Airport Fuel Sales	761,000	53,537	205,866		555,134	27%
Sales Tax	18,000	997	4,053		13,947	23%
T-Hangar Rent	118,000	5,868	22,227		95,773	19%
Community Hangar Rent	15,000	900	3,136		11,864	21%
Ground Leases	20,250	8,712	46,503		(26,253)	230%
Miscellaneous Revenues	2,500	755	2,782		(282)	111%
Total Revenues	934,750	70,770	284,568	-	650,182	30%
Expenditures						
Personnel Costs	203,100	12,208	52,647	-	150,452	26%
Fuel for Resale	550,000	42,998	126,899	-	423,101	23%
Other Operating Costs	139,200	9,961	23,419	420	115,361	17%
Total Operating Costs	892,300	65,167	202,965	420	688,915	23%
Capital Outlay	-	-	-	-	-	0%
Total Expenditures	892,300	65,167	202,965	420	688,915	23%
Net Revenue/(Expense)	42,450		<u><u>81,603</u></u>			

*All figures are unaudited

Notes:

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

City of Conway
Airport Fund
2016

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
			<u>\$ -</u>

City of Conway
Balance Sheet - Airport
For the month ended April 30, 2016



Cash - Operating	174,784
Taxes Receivable	2,020
Accounts Receivable - Fuel Vendor	83,443
Due from Other Funds	1,074
<i>Assets</i>	<u>261,321</u>
Accounts Payable	-
Salaries Payable	1,855
Insurance and Benefits Payable	1,468
Due to General	247
<i>Liabilities</i>	<u>3,570</u>
<i>Fund Balance</i>	257,751
<i>Total Liabilities & Fund Balance</i>	<u>261,321</u>

*All figures are unaudited

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended April 30, 2016



Parks and Rec A&P Tax

Balance, 3/31/16	1,634,671
Receipts	256,833
Payments	(24,180)
Balance, 4/30/16	\$ 1,867,324

Pay as you go Sales Tax

Balance, 3/31/16	2,295,757
Receipts	268,544
Payments	(496,710)
Balance, 4/30/16	\$ 2,067,591

Street Impact Fees

Balance, 3/31/16	411,087
Receipts	20,143
Payments	-
Balance, 4/30/16	\$ 431,230

Parks Impact Fees

Balance, 3/31/16	261,107
Receipts	12,597
Payments	-
Balance, 4/30/16	\$ 273,703



**City of Conway, Arkansas
Ordinance No. O-16-46**

AN ORDINANCE FIXING THE RATES TO BE CHARGED FOR THE SERVICES OF THE MUNICIPAL WATERWORKS SYSTEM; SUPERCEDING ORDINANCE NO. 0-08-71; REPEALING ALL ORDINANCES IN CONFLICT; AND FOR OTHER PURPOSES.

Whereas, the City of Conway, Arkansas (the “City”) owns a water storage treatment and distribution system (the “System”) serving residents within and near the City, which System is operated and maintained by Conway Corporation, a nonprofit corporation organized and existing under the laws of the State of Arkansas (the “Corporation”), pursuant to an exclusive franchise granted to the Corporation by the City pursuant to Ordinance No. O-86-11, as amended by Ordinance 0-14-100; and

Whereas, the Board of Directors of the Corporation has determined the need to provide sufficient revenues and has proposed a rate increase for System services;

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

Section One. All ordinances, resolutions and parts thereof in conflict herewith, including particularly Ordinance No. O-08-71, are hereby repealed and superceded as of July 1, 2016 and the terms of System water rate schedules listed below are hereby adopted

Section Two. The minimum monthly fee for System service is the Customer User Charge which is based upon meter size and consumption rate.

a) Residential customers

Effective July 1, 2016, Customer User Charges payable monthly for Residential customers are:

5/8-3/4 inch meter	\$5.13
1 inch meter	\$11.57
1 ½ inch meter	\$22.05
2 inch meter	\$34.04

Effective January 1, 2017, Customer User Charges payable monthly for Residential Customers are:

5/8-3/4 inch meter	\$5.64
1 inch meter	\$12.73
1 ½ inch meter	\$24.26
2 inch meter	\$37.44

Effective January 1, 2018, Customer User Charges payable monthly for Residential Customers are:

5/8-3/4 inch meter	\$6.20
1 inch meter	\$14.00
1 ½ inch meter	\$26.69
2 inch meter	\$41.18

b) Commercial and Industrial Customers

Effective July 1, 2016, Customer User Charges payable monthly for Commercial and Industrial customers are:

5/8-3/4 inch meter	\$5.13
1 inch meter	\$11.57
1 ½ inch meter	\$22.05
2 inch meter	\$34.04
3 inch meter	\$67.93
4 inch meter	\$110.23
6 inch meter	\$220.32
8 inch meter	\$275.47

Effective January 1, 2017, Customer User Charges payable monthly for Commercial and Industrial customers are:

5/8-3/4 inch meter	\$5.64
1 inch meter	\$12.73
1 ½ inch meter	\$24.26
2 inch meter	\$37.44
3 inch meter	\$74.72
4 inch meter	\$121.25
6 inch meter	\$242.35
8 inch meter	\$303.02

Effective January 1, 2018, Customer User Charges payable monthly for Commercial and Industrial customers are:

5/8-3/4 inch meter	\$6.20
1 inch meter	\$14.00
1 ½ inch meter	\$26.69
2 inch meter	\$41.18
3 inch meter	\$82.19
4 inch meter	\$133.38
6 inch meter	\$266.59
8 inch meter	\$333.32

c) Institutional Customers

Effective July 1, 2016, Customer User Charges payable monthly for Institutional customers are:

8 inch meter	\$275.47
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Effective January 1, 2017, Customer User Charges payable monthly for Institutional customers are:

8 inch meter	\$303.02
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Effective January 1, 2018, Customer User Charges payable monthly for Institutional customers are:

8 inch meter	\$333.32
--------------	----------

d) Other Customers

The monthly Customer User Charge for users described in Section Six of this Ordinance shall be based upon meter size and billed in addition to the consumption rate. The monthly charge, effective July 1, 2016 shall be:

5/8-3/4 inch meter	\$11.57
1 inch meter	\$17.33
1 1/2 inch meter	\$31.79
2 inch meter	\$50.59
3 inch meter	\$67.93
4 inch meter	\$110.23
6 inch meter	\$220.32
8 inch meter	\$275.47

The monthly Customer User Charge for users described in Section Six of this Ordinance shall be based upon meter size and billed in addition to the consumption rate. The monthly charge, effective January 1, 2017 shall be:

5/8-3/4 inch meter	\$12.73
1 inch meter	\$19.06
1 1/2 inch meter	\$34.97
2 inch meter	\$55.65
3 inch meter	\$74.72
4 inch meter	\$121.25
6 inch meter	\$242.35
8 inch meter	\$303.02

The monthly Customer User Charge for users described in Section Six of this Ordinance shall be based upon meter size and billed in addition to the consumption rate. The monthly charge, effective January 1, 2018 shall be:

5/8-3/4 inch meter	\$14.00
1 inch meter	\$20.97
1 1/2 inch meter	\$38.47
2 inch meter	\$61.22
3 inch meter	\$82.19
4 inch meter	\$133.38
6 inch meter	\$266.59
8 inch meter	\$333.32

Section Three. Effective July 1, 2016, the monthly Residential consumption rate shall be:

First 1,000 gallons or any part thereof, minimum	\$2.96
--	--------

Next 19,000 gallons	\$2.96	per thousand gallons
All over 20,000 gallons	\$2.76	per thousand gallons

Effective January 1, 2017, the monthly Residential consumption rate shall be:

First 1,000 gallons or any part thereof, minimum	\$3.26	
Next 19,000 gallons	\$3.26	per thousand gallons
All over 20,000 gallons	\$3.04	per thousand gallons

Effective January 1, 2018, the monthly Residential consumption rate shall be:

First 1,000 gallons or any part thereof, minimum	\$3.59	
Next 19,000 gallons	\$3.59	per thousand gallons
All over 20,000 gallons	\$3.34	per thousand gallons

Section Four. Effective July 1, 2016, the monthly Commercial and Industrial consumption rate shall be:

First 1,000 gallons or any part thereof, minimum	\$2.96	
Next 19,000 gallons	\$2.96	per thousand gallons
Next 30,000 gallons	\$2.76	per thousand gallons
Next 50,000 gallons	\$2.38	per thousand gallons
All over 100,000 gallons	\$2.20	per thousand gallons

Effective January 1, 2017, the monthly Commercial and Industrial consumption rate shall be:

First 1,000 gallons or any part thereof, minimum	\$3.26	
Next 19,000 gallons	\$3.26	per thousand gallons
Next 30,000 gallons	\$3.04	per thousand gallons
Next 50,000 gallons	\$2.62	per thousand gallons
All over 100,000 gallons	\$2.42	per thousand gallons

Effective January 1, 2018, the monthly Commercial and Industrial consumption rate shall be:

First 1,000 gallons or any part thereof, minimum	\$3.59	
Next 19,000 gallons	\$3.59	per thousand gallons
Next 30,000 gallons	\$3.34	per thousand gallons
Next 50,000 gallons	\$2.88	per thousand gallons
All over 100,000 gallons	\$2.66	per thousand gallons

Section Five. The monthly Institutional consumption rate for service to college campuses, the Conway Human Development Center and any other institutions shall be as follows. The Customer User Charge for Institutional customers shall be one eight-inch meter in Section Two above.

Effective July, 1, 2016

All consumption	\$2.20	per thousand gallons with a 1,000 gallon minimum
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Effective January, 1, 2017

All consumption	\$2.42	per thousand gallons with a 1,000 gallon minimum
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Effective January, 1, 2018

All consumption \$2.66 per thousand gallons with a 1,000 gallon minimum

Section Six. Notwithstanding any other section of this Ordinance, the monthly consumption rate for multi-family (single building) dwellings, mobile home parks (RT zones) and dwellings that are partially used for business, such as beauty shops or auto repair shops shall be as listed below. This rate is not applicable to separate buildings on one meter or separate mobile homes in a mobile home park (RT Zone).

Effective July, 1, 2016

All water consumed minimum \$2.96 per thousand gallons with a 1,000 gallon minimum

Effective January, 1, 2017

All water consumed minimum \$3.26 per thousand gallons with a 1,000 gallon minimum

Effective January, 1, 2018

All water consumed minimum \$3.59 per thousand gallons with a 1,000 gallon minimum

Section Seven. Effective July 1, 2016, the monthly use fee for automatic fire protection systems shall be as follows. Water used for any other purpose must be metered.

First 1,000 sprinkler heads \$12.65 monthly minimum
Each additional sprinkler head \$.01 monthly

Effective January 1, 2017, the monthly use fee for automatic fire protection systems shall be as follows. Water used for any other purpose must be metered.

First 1,000 sprinkler heads \$13.92 monthly minimum
Each additional sprinkler head \$.01 monthly

Effective January 1, 2018, the monthly use fee for automatic fire protection systems shall be as follows. Water used for any other purpose must be metered.

First 1,000 sprinkler heads \$15.31 monthly minimum
Each additional sprinkler head \$.01 monthly

Section Eight. The minimum monthly consumption charge for all classes of customers is 1,000 gallons.

Section Nine. For water taken from fire hydrants, effective July 1, 2016, the monthly consumption rate shall be \$2.96 per thousand gallons with a 1,000 gallon minimum and the monthly Customer User Charge shall be \$72.28

For water taken from fire hydrants, effective January 1, 2017, the monthly consumption rate shall be \$3.26 per thousand gallons with a 1,000 gallon minimum and the monthly Customer User Charge shall be \$79.51

For water taken from fire hydrants, effective January 1, 2018, the monthly consumption rate shall be \$3.59 per thousand gallons with a 1,000 gallon minimum and the monthly Customer User Charge shall be \$87.46

Section Ten. Out of City customers shall pay 150% of the applicable Customer User Charge and water consumption fee of in-city customers indicated above.

Section Eleven. The schedule of charges as described above in sections 2,3,4,5,6, 7 and 9 shall be indexed on February 1 each year by the amount of increase in the Consumer Price Index (or 3 % whichever is less) for the preceding year. A copy of the revised rates shall be posted on the Conway Corporation web site. This provision is effective on February 1, 2019

Section Twelve. The above rates are subject to all local, state and federal taxes which are currently in effect or any taxes or fees which are imposed after the effective date of this Ordinance. Rates in this Ordinance are effective for all water use billed on or after July 1, 2016.

Section Thirteen. The net bill for System services, computed in accordance with the monthly rates set forth above, shall be due and payable upon presentation. If payment is not received within 30 days after presentation of a bill, System service may be discontinued. The amount of the delinquent bill plus a reconnect charge of \$50.00 must be paid before System service will be restored.

PASSED this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-16-____**

AN ORDINANCE AUTHORIZING THE CITY TO ENTER AN AGREEMENT WITH FTN & ASSOCIATES FOR THE PROFESSIONAL SERVICE PROPOSAL FOR ENGINEERING DESIGN & BID OF CONWAY SCRAP METALS BROWNFIELD CLEANUP PROJECT; AND FOR OTHER PURPOSES

Whereas, the Conway City Council has approved the Brownfield Cleanup of the former Conway Scrap Metal Site, and approved FTN & Associates as the Qualified Environmental Professional Firm (QEP) on September 22, 2015; and

Whereas, in order for the City to procure a cleanup contractor and finalize cleanup of the site, Engineering, design and bid services are needed; and

Whereas, these Engineering, Design and Bid services will be funded by the EPA Brownfield Grant awarded to the City of Conway in 2015.

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

Section 1: The City of Conway hereby authorizes the Mayor to enter into an agreement with FTN & Associates to provide professional Engineering & Design services for the Conway Scrap Metal site cleanup in the amount of \$18,500 to be paid from the EPA Brownfield Grant.

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

Passed this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

Memo

To: Mayor, Tab Townsell
From: Scott Grummer, Planning & Development
Date: 5/10/2016
Re: FTN Engineering and Design Proposal

Mr. Mayor,

FTN & Associates completed the Property Development Plan (Cleanup Plan or PDP) for the Conway Scrap Metal site in March of this year. The Arkansas Department of Environmental Quality (ADEQ) completed their review and released their Property Development Decision Document (PDDD) on April 18, 2016 to the City, which states “The ADEQ believes that the remedy proposed in the PDP and set forth in this PDDD is appropriate, technically feasible, reliable, and cost effective. With respect to risk management decisions made by the ADEQ, this remedy is deemed acceptable, and to be protective of human health and environment.”

The next steps for this Brownfield Project include Engineering & Design of Cleanup, Procurement of a cleanup contractor, cleanup monitoring and close out reporting. FTN & Associates, who is the contracted environmental firm for this project, has provided both a proposal for the Engineering and Design, as well as best cost estimates for the remainder of the project, based on where we are. These include:

- 1) Engineering & Design Proposal (attached): \$18,500 - Seeking City Council Approval
- 2) Cleanup Work & Monitoring - \$256,250 - Estimated
- 3) Close Out Reporting - \$18,000

Based on these estimates, the overall project cost will exceed the \$240,000 Brownfield Grant (includes \$40,000 City Match) by an estimated \$59,900, not including estimated landfill costs. We are seeking approval to move forward with FTN & Assoc. proposal for Engineering & Design of cleanup, and for City Council support for funding the estimated balance of cleanup, which includes back filling, grading and seeding for soil stabilization until redevelopment takes place.

cc. Bryan Patrick
Wes Craiglow
Finley Vinson
Jack Branscum
Steve Ibbotson
Jack Bell
Tony Harrington



**City of Conway, Arkansas
Ordinance No. O-16-_____**

AN ORDINANCE AUTHORIZING A CHANGE IN STAFFING LEVELS FOR THE PERMITS AND CODE ENFORCEMENT DEPARTMENT. DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

Whereas, the Permits and Code Enforcement Department staffing includes one (1) Code Enforcement Officer Position; and

Whereas, the City Council has determined that there is a need for one (1) additional full time Code Enforcement Officer position in the Permits and Code Enforcement Department; and

Whereas, a budget adjustment in the amount of \$19,990.42 is required for the remainder of the 2016 budget year;

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

Section 1. The authorized staffing level of the Permits and Code Enforcement Department is increased by one (1) full time Code Enforcement Officer Position.

Section 2. Additional salary funds in the amount of \$19,990.42 are required for this staffing adjustment.

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

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

PASSED this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



*City of Conway Municipal Airport
Cantrell Field*

*Josh Zylks
Airport Manager*

TO: Mayor Tab Townsell

CC: City Council Members

FROM: Josh Zylks, Airport Manager

DATE: May 17, 2016

SUBJECT: AIP 2014 Change Order No. 1.

Attached for your review is change order number one for the 2014 AIP grant in the amount of \$12,933.44. This change order involves the final reconciliation of quantities for the AIP 2014 FAA Grant. The work items on this project have been completed and this change order is necessary to reconcile the quantities in place versus quantities planned in order to submit closeout paperwork to the FAA for this project.

The cost for this change order will be paid for 90% by the FAA AIP Grant with the remaining 10% local match covered by the State ADA's FAA Grant Match program once the project is closed.

If you have any questions or need additional information please advise.



www.GarverISA.com

Construction Contract Change Order

Project: 2014 Paving Construction Schedule 1 Conway Municipal Airport Garver Job No. 1401-1500	Change Order No. 1 Date Prepared: 04/22/16 Prepared by: BSM
Owner: City of Conway 100 East Robins Conway, AR 72032	Contractor: Weaver-Bailey Contractors, Inc. PO Box 60 El Paso, Arkansas 72045

Description of Work Included in Contract
 Paving construction.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)
 A. Reconciliation of over and underruns.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost	
A.	SS-140-5.1	4" Concrete Sidewalk	S.Y.	72	\$70.00	81	\$70.00	\$5,040.00	\$5,638.50	
A.	SS-150-5.1	8" Portland Cement Concrete Roadway Pavement	S.Y.	3770	\$40.00	4,222	\$40.00	\$150,800.00	\$168,880.00	
A.	D-754-5.1	Reinforced Concrete Drainage Flume	S.Y.	20	\$165.00	7	\$165.00	\$3,300.00	\$1,155.00	
A.	L-108-5.1	No. 8 AWG 5KV, L-824C Cable, Installed in Trench, Duct Bank or Conduit	L.F.	2900	\$1.65	2,704	\$1.65	\$4,785.00	\$4,461.60	
A.	L-108-5.2	No. 6 AWG Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors	L.F.	1400	\$1.65	1,372	\$1.65	\$2,310.00	\$2,263.80	
A.	L-108-5.3	Trenching for Direct-Buried Bare Counterpoise Wire, 8" Minimum Depth	L.F.	1400	\$2.20	1,372	\$2.20	\$3,080.00	\$3,018.40	
A.	L-110-5.1	Non-Encased, Electrical Conduit, 1-Way 2"C	L.F.	1400	\$5.50	1,354	\$5.50	\$7,700.00	\$7,447.00	
A.	L-110-5.2	Drain Conduit, 1-Way, 2-Inch PVC, Non-Encased	L.F.	50	\$22.00	0	\$22.00	\$1,100.00	\$0.00	
A.	L-110-5.4	Drain Conduit Connection to Storm Drain Pipe, Installed	EA.	2	\$2,200.00	0	\$2,200.00	\$4,400.00	\$0.00	
A.	P-152-4.2	Unsuitable Excavation	C.Y.	100	\$13.20	0	\$13.20	\$1,320.00	\$0.00	
A.	P-501-8.1b	Portland Cement Concrete Pavement (7" Thickness)	S.Y.	5062	\$40.00	5,211	\$40.00	\$202,480.00	\$208,440.00	
A.	P-620-5.1a	Reflective Runway and Taxiway Painting	S.F.	562	\$3.30	0	\$3.30	\$1,854.60	\$0.00	
A.	P-620-5.1b	Non-Reflective Runway and Taxiway Painting	S.F.	1123	\$3.30	0	\$3.30	\$3,705.90	\$0.00	
A.	T-901-5.1	Seeding	Acre	1	\$3,300.00	6	\$3,300.00	\$3,300.00	\$18,513.00	
A.	T-904-5.1	Sodding	S.Y.	12077	\$4.70	9,586	\$4.70	\$56,761.90	\$45,053.54	
								Summation of Cost	\$451,937.40	\$464,870.84
								Net Cost for this Change Order	\$12,933.44	

Estimated Project Cost <table style="width: 100%;"> <tr> <td style="text-align: right;">Original Contract Amount</td> <td style="text-align: right;">\$1,162,456.84</td> </tr> <tr> <td style="text-align: right;">This Change Order</td> <td style="text-align: right;">\$12,933.44</td> </tr> <tr> <td style="text-align: right;">New Contract Amount</td> <td style="text-align: right;">\$1,175,390.28</td> </tr> </table>	Original Contract Amount	\$1,162,456.84	This Change Order	\$12,933.44	New Contract Amount	\$1,175,390.28	Time Change Original Contract Start Date: June 16, 2014 Original Contract Time (calendar days): 90 Additional Calendar Days granted by this Change Order: 90 New Contract Time (calendar days): 90 Suspended Time: New Construction Completion Date: September 14, 2014
Original Contract Amount	\$1,162,456.84						
This Change Order	\$12,933.44						
New Contract Amount	\$1,175,390.28						

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver		
_____ Engineer's Signature	_____ Title	_____ Date
ACCEPTED BY CONTRACTOR		
_____ Contractor's Signature	_____ Title	_____ Date
APPROVED BY OWNER		
_____ Owner's Signature	_____ Title	_____ Date



**City of Conway, Arkansas
Ordinance No. O-16-_____**

AN ORDINANCE AMENDING THE 2016 FISCAL YEAR REVENUE BUDGET FOR THE AIRPORT ENTERPRISE FUND; AND FOR OTHER PURPOSES:

Whereas, two of the revenue line items in the Airport Fund are in need of revised budget figures to more closely align them with the expected receipts in fiscal 2016.

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

Section 1. The City of Conway shall amend the budget figures for these accounts in the Airport Enterprise Fund:

	<u>Original</u>	<u>Amended</u>
Ground Leases (550-109-4144)	\$20,250	\$135,000
Miscellaneous Revenue (550-109-4799)	\$ 2,500	\$ 9,000

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

PASSED this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

Michael O. Garrett
Clerk-Treasurer
cityclerk@cityofconway.org



City of Conway
1201 Oak Street
Conway, Arkansas 72032
501-450-6100
501-450-6109 Fax

Results of interest rate quotes for
Property located on South German Lane
(May 20, 2016)

Centennial Bank	2.52
First Service Bank	2.83
Simmons Bank	2.95
First Security Bank	2.99
Arvest Bank	2.99



City of Conway, Arkansas
Ordinance No. O-16-_____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE TO PROVIDE SHORT-TERM FINANCING UNDER AMENDMENT NO. 78 TO THE ARKANSAS CONSTITUTION FOR THE PURCHASE OF LAND ALONG SOUTH GERMAN LANE TO BE USED FOR CITY PARKS AND RECREATION; PROVIDING FOR PAYMENT OF THE PRINCIPAL AND THE INTEREST ON THE NOTE; APPROPRIATING FUNDS FROM GENERAL REVENUES; REPEALING ANY OTHER ORDINANCES IN CONFLICT HEREWITH; DECLARING AN EMERGENCY AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City of Conway, Arkansas (the "City") is authorized and empowered under the provisions of Amendment No. 78 to the Arkansas Constitution ("Amendment No. 78") and Act No. 1808 of 2001 (codified as Arkansas Code Annotated § 14-78-101, *et seq.*, the "Act"), to incur short term financing obligations maturing over a period of, or having a term not to exceed five (5) years for the purpose of acquiring, constructing, installing and renting real property or tangible personal property having an expected useful life of more than one year; and

WHEREAS, it is proposed that the City issue its Promissory Note in the principal amount up to \$1,200,000 (the "Note") under Amendment No. 78 and the Act for the purpose of providing financing for all of the cost for the purchase of land, specifically 67.77 acres from the Alphonse M. Hiegel Revocable Trust and 29.73 acres from the Joyner Family Farm, LLC (the "Project"); and

WHEREAS, the City intends to arrange for the loan (the "Loan") from a financial institution (the "Lender") and to issue the Note to the Lender at a price of par in consideration for the Loan.

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

SECTION 1: The City of Conway City Council (the "City Council") hereby finds that the Project is real or tangible personal property having a useful life of more than one year. The City Council further finds that the sum of the principal amount of the proposed Promissory Note and the outstanding principal amount of the City's other promissory notes issued under the authority of Amendment 78 do not exceed five percent (5%) of the assessed value of taxable property located within the City as determined by the last tax assessment completed before the issuance of the proposed Promissory Note.

SECTION 2: Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment No. 78 and the Act, the issuance of the Promissory Note in the principal amount of up to \$1,200,000 is hereby authorized for the purpose of financing a portion of the cost of the Project. The Note shall be dated the date of its issuance and shall bear interest on the outstanding principal amount at a fixed rate of [REDACTED] % per annum (calculated on the basis of the actual number of days elapsed in a year of 365 days (366 days in a leap year). The Note shall be repaid within five years from the first draw thereunder, and the Note shall commence to bear interest as of such date as contemplated by Arkansas Code Annotated § 14-78-102(4). The Note shall be issued in fully registered form.

SECTION 3: [REDACTED] has been selected by the Mayor, and approved by the City Council, based upon the commitment or proposal for the Loan that the Mayor has determined to have the lowest cost to the City after soliciting proposals or commitments for the Loan and receiving such proposals and commitments on May 23, 2016 from at least three financial institutions having offices in Faulkner County.

SECTION 4: It is expected that the first draw on the borrowings will occur on or about June 1, 2016 and the City will execute the Note immediately prior to such draw. Interest will begin to accrue on only the amount borrowed as of the date of each draw.

SECTION 5: As provided in Amendment No. 78, the debt service payments on the Note shall be charged against and paid from the general revenue of the City within five years, but not later than five (5) years from the date of the first draw on the Note when the obligation commences to bear interest, as contemplated by Arkansas Code Annotated § 14-78-102(4). For the purpose of making the annual debt service, there is hereby, and shall be, appropriated to pay the Note, an amount of general revenue of the City sufficient for such purposes. The City's Director of Finance is hereby authorized and directed to withdraw from the general revenues of the City the amounts at the times necessary to make the annual debt service payments on the Note. The source for such funds may be the pay as you go funding provided by the Quarter Cent Sales and Use Tax dedicated by action of the City Council to major street projects or any other source funded from general revenues of the City.

SECTION 6: The Mayor and City Clerk, for and on the behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance execution, and delivery of the Note, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and City Clerk are hereby further authorized and directed, for and on behalf of the City, and 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. The City covenants that it shall not take any action or suffer or permit any action to be taken or conditions to exist which causes or may cause the interest payable on the Note to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the Note will not be used directly or indirectly in such manner as to cause the Note to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The City covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Note is issued, a statement as required by Section 149(e) of the Code. The City represents that it has not used or permitted the use of, and covenants that it will not use or permit the use of the proceeds of the Note, in such manner as to cause the Note to be "private activity bonds" within the meaning of Section 141 of the Code. The City covenants that it will take no action which would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code. Nothing in this Article shall prohibit investments in bonds issued by the United States Treasury.

SECTION 7: In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not be affect the remaining portions of this Ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Ordinance.

SECTION 8: All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: Funds provided through the issuance of the Note are hereby appropriated and budgetary authority is provided for the Project in an amount up to \$1,200,000.

SECTION 10: Funds provided shall be appropriated from the Parks and Rec A&P – Loan Proceeds account (252.000.4370) into the Parks and Rec A&P Land Acquisition account (252.140.5901) as money is borrowed and received for the Project in an amount of up to \$1,200,000.

SECTION 11: This ordinance is necessary for the protection of the public peace, health and safety and that in order to avoid project delays to this Project, it is essential to the ability of the City to efficiently

conduct business and have the necessary funds to pay for this Project and therefore, 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 on this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Resolution No. R-16-_____**

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0691981-300 DATED FEBRUARY 5, 2016 (THE "LEASE"), IN PRINCIPAL AMOUNT NOT TO EXCEED \$76,408.32, BETWEEN CITY OF CONWAY, 1201 OAK STREET, CONWAY, AR 72032 AND TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK, 1100 WAYZATA BLVD. SUITE 801, MINNETONKA, MN 55305; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

Whereas, City of Conway (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Arkansas; and

Whereas, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

Whereas, Lessee hereby finds and determines that the executive of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Attachment 2 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

Whereas, TCF Equipment Finance, a division of TCF National Bank (the "Lessor") shall act as Lessor under said Lease; and

Whereas, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

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

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Mayor of the City of Conway is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the office of the Lessee.

Section 2. The Lessee shall, and the officers, agents, and the employees of the Lessee are hereby authorized and directed to take such further action and execute such documents, certificates, and instruments as may necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Arkansas.

Section 4. All other related contracts and agreements necessary and incidentals to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

Certified as true and correct this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

05.16.2016

Memo

To
Mayor Tab Townsell

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
Vibratory Compactor
Lease

Comments:

Given the amount of roadway construction our crew has undertaken; it makes financial sense to lease a vibratory compactor rather than renting one. Three quotes have been obtained for a 36-month lease, and are summarized below.

Scott Equipment – TCF Equipment Finance	\$2,207.26
Stribling Equipment, LLC	\$2,312.50
Caterpillar Financial Services Corp	\$2,455.14

Scott Equipment, with financing provided by TCF Equipment Finance has provided the most favorable terms with a monthly payment of \$2,207.26. For reference, this price is approximately half of the monthly rental price.

I recommend approval of the TCF Equipment Finance contract.





SCOTT EQUIPMENT

HEAVY-DUTY COMMITMENT

Scott Equipment Company, LLC

P.O. Box 1036
Mabelvale, AR 72103
Ph: 501-455-5955 • Fax: 855-814-2502
www.scottcompanies.com

Ship to:

CONWAYSTREETDEPT
100 EASTROBINST
CONWAYAR72032

Estimate For:

CONWAYSTREETDEPT.
100 EASTROBINST.
CONWAYAR72032

Branch 57- GOVERNMENTAL-AR		
Date 01/25/2016	Time 16:16:47 (O)	Page 1
Account No. CONWA001A	Phone No. 5014506100	Estimate No. 000041
Ship Via	Purchase Order NA	
Sales Tax License No.	Federal Exemption No.	
JeffreyHenry		Salesperson AH6

ESTIMATE

```

*****
Description          **QUOTE**          EXPIRYDATE:02/29/2016          Amount
Stock#:201458          Serial#:NENTC3656          81295.00
:015 CASECESV212SMCASE
***INCLUDINGTHEFOLLOWINGOPTIONS***
:V212SMCASE
:14"SMOOTHDRUMROLLER
:16 MONTHPOWERTRAINANDHYDRAULICWARRANTY
:1INLEDRUMROLLER
:1ADFOOTSHELLKIT
:1ABWITHHEATER&AC
:1ADIO
  
```

```

Sale#01Subtotal:      81295.00
TOTAL:                 81295.00
  
```

TradeIns =====

```

:atCP-433C
:erial#:2JM00684          12000.00-
  
```

TradeInTotal: 12000.00-

```

Subtotal:      69295.00
QuoteTotal:    69295.00
  
```

Authorization: _____

```

*****
FinanceOptions          *
.                        *
Months:      36 Month Lease      *
%Rate       2.56                  *
$Payment    2001.77              *
*****
  
```



Jackson, Mississippi (601) 939-1000 • (800) 682-6409
408 Hwy 49 South • P.O. Box 6038 • Jackson, MS 39288-6038

January 13, 2016

City of Conway Street Dept
Conway, AR

We are pleased to quote the following 2014 Sakai SV540T for consideration:

- ROPS Canopy
- 84 X 60" Padfoot Drum with Smooth Shell
- 23,610 lbs
- Frequency 2000 / 1700 vpm
- Centrifugal Force 38,665 / 57,325 lbs
- Cummins QSB 4.5 Engine
- Appox 400 hrs
- Warranty until 5/18/18 or 3000 hrs

Cash Sell Price.....\$105,000.00

Trade Value of Cat CP433C Roller.....(\$12,500.00)

36 Month Lease.....\$2,312.50

Thank you for the opportunity to meet your equipment needs. If you have any questions, please contact me at 501-317-0166. **Note** this quote is good for period of 30 days from above date.

Craig Lincoln

Territory Manager
Stribling Equipment, LLC

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: City of Conway-CS56B-36mo GOV

Address
 City
 State
 Zip code
 County

Good if:
 Acknowledged by Apr-15-16
 Funded by Apr-15-16

DEALER

J.A. RIGGS TRACTOR COMPANY
 Sales person
 Dealer contact
 Telephone

Quote number 496-9607
 Fax number
 Quote date 01/15/2016
 Quote time 15:50:35

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL Quoted by MADDORX
 Number of payments 36 Monthly Report created by MADDORX
 Payments in Arrears

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
USED	CS56B	750	1	83,819.00	84,169.00	2,455.14	1.00	3.2000

Special Conditions:

CS56B
 Serial Number - L8H00438, Model Year - 2013, Standard Environment; Major Attachments-Canopy/OROPS; Other Blades/Buckets/Rippers-None

	Model	Insurance	Payment w/Insurance
USED	CS56B	105.24	2,560.38

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:



City of Conway
1201 Oak Street
Conway, AR 72032

RE: Governmental Lease-Purchase Agreement Number Equipment Lease Number 001-0691981-300 Dated February 5, 2016

Dear Sir or Madam:

Thank you for choosing TCF Equipment Finance for your capital equipment financing needs! Enclosed are the lease documents necessary to close the above mentioned transaction. The purpose of this letter is to provide you with step-by-step instructions as to what is required with respect to each document. At any time, if you have any questions, please don't hesitate to contact **Kim Pilcher** for assistance. A return FedEx air bill is provided for your convenience.

<u>Document</u>	<u>Action Required</u>
• Governmental Lease-Purchase Agreement	Authorized Signature of Lessee and Clerk or Secretary of Lessee; <u>Clerk or Secretary signature must be someone other than the person providing Authorized Signature of Lessee</u>
• Attachment 1 - Lease Payment Schedule	Authorized Signature of Lessee
• Attachment 2 - Equipment Description	Authorized Signature of Lessee
• Attachment 3 - Acceptance Certificate	Authorized Signature of Lessee and Date <u>upon Equipment Acceptance</u>
• Attachment 4 - Insurance Coverage Requirements	Authorized Signature of Lessee; please also provide the name and contact information for your property and liability insurance carrier(s)
• Opinion of Counsel	Opinion Letter must be reproduced in its entirety (with Lessee's legal name replacing the blank space in paragraph one) on Lessee's legal counsel's letterhead and signed by Lessee's legal counsel
• Resolution	Resolution must be certified by an Authorized Signature of Lessee as a copy of resolution adopted by Lessee
• Lessee Fact Sheet	Please provide the requested information
• IRS Form 8038	Please consult Lessee's tax or financial professional regarding completion and provide a copy of the filed form
• Escrow Agreement and/or State Rider (if applicable)	Authorized Signature of Lessee, if applicable
➤ <u>Other Items Needed From Lessee:</u>	- Copy of the Ordinance adopted for the purchase



**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0691981-300 DATED AS OF February 5, 2016
(TAX-EXEMPT)**

LESSOR	Name TCF Equipment Finance, a division of TCF National Bank	Email: customerservice@tcfef.com									
	Address 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305	Fax Number: 952-656-3273									
LESSEE	Full Legal Name City of Conway	Email: Fax: (501) 450-6109									
	Primary Address 1201 Oak Street, Conway, AR 72032	Fiscal Year End: December	FEIN: 71-6001898								
	<table border="1"> <tr> <td rowspan="2">LEASE PAYMENT INFORMATION</td> <td>Principal Portion: \$76,408.32</td> <td>Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i></td> <td rowspan="3">BANK QUALIFIED</td> </tr> <tr> <td>Interest Rate: 2.56%</td> <td>Payment Frequency:</td> </tr> <tr> <td>Maximum Lease Term: 36 Months</td> <td>Monthly</td> <td>This Governmental Lease-Purchase Agreement is hereby NOT designated as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.</td> </tr> </table>			LEASE PAYMENT INFORMATION	Principal Portion: \$76,408.32	Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i>	BANK QUALIFIED	Interest Rate: 2.56%	Payment Frequency:	Maximum Lease Term: 36 Months	Monthly
LEASE PAYMENT INFORMATION	Principal Portion: \$76,408.32	Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i>	BANK QUALIFIED								
	Interest Rate: 2.56%	Payment Frequency:									
Maximum Lease Term: 36 Months	Monthly	This Governmental Lease-Purchase Agreement is hereby NOT designated as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.									

TERMS AND CONDITIONS

Please read this Governmental Lease-Purchase Agreement No. 001-0691981-300 (including all attachments and schedules hereto, and any related escrow agreement, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

1. LEASE: WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM: This Lease is effective on the earlier of the date on which WE disburse funds to the vendor of the Equipment or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from the due date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions.	LESSOR SIGNATURE	Name of Lessor TCF Equipment Finance, a division of TCF National Bank
	City of Conway _____ Legal Name of Lessee By _____ Signature Print Name and Title _____		By _____ Signature Print Name and Title _____ 001-0691981-300 Lease Number
CERTIFICATE OF CLERK OR SECRETARY	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee. Signature: _____ Title: _____ <p align="center">THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.</p>		

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the Equipment, all cash and negotiable instruments comprising the escrow fund held under any related escrow agreement, and all proceeds of the foregoing. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and to supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU acknowledge that WE are not responsible for providing any required maintenance and/or service for the Equipment. YOU will make all claims for service and/or maintenance solely to the supplier and/or manufacturer and such claims will not affect YOUR obligation to make Lease Payments.

10. ASSIGNMENT. YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits, but not the obligations, that WE now have. The rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. No assignment will be effective until YOU have received written notice from the assignor of the name and address of the assignee. YOU or YOUR agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to, the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or if title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed will be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries (including attorneys' fees and other expenses for the defense of such claim), regardless of nature, relating to the Equipment, including, without limitation, its manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance or operation. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay any applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. YOU will also obtain and maintain for the term of this Lease, liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000 combined single limit or such greater amount as may be prescribed by any applicable state law. WE will be the sole named loss payee on the property insurance and named as an additional insured on the liability insurance, and such insurance shall provide US at least thirty days written notice of cancellation. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Initial Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; take whatever action at law or in equity may appear necessary or desirable to enforce OUR rights as owner of the Equipment; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU will have the option to purchase all, but not less than all, of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Initial Term or any Renewal Term then in effect, upon at least 30 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 30 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as are applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Lease or our interest in the Equipment; (h) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (i) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. In furtherance of the foregoing, YOU will file all necessary informational returns with the IRS, on a timely basis, and provide US with copies of such filed returns relating to this Lease contemporaneous with their filing. If YOU fail to file the necessary informational returns with the IRS on a timely basis, YOU authorize US, in OUR sole discretion, to engage a tax professional to complete the required returns on YOUR behalf and expense, which YOU will promptly execute and file.

22. BANK QUALIFICATION. If this Lease has been designated a "qualified tax-exempt obligation" on the front page of this Lease, YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease will be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a jury trial.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease.

25. COUNTERPARTS; NOTICES; ELECTRONIC TRANSACTION. This Lease may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. Notices hereunder shall be deemed given when delivered personally, sent via overnight courier, facsimile or e-mail (with confirmation of transmission), or certified U.S. Mail, addressed as set forth above. Copies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic counterparts for all purposes, including the filing of any claim, action or suit in the appropriate court of law. There shall be only one original counterpart of this Lease and it shall bear OUR original signature and be marked "Original." To the extent that this Lease constitutes chattel paper (as that term is defined by the UCC), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of such original bearing OUR original signature.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain YOUR own financial, legal, tax, accounting and other advice with respect to this Lease from YOUR own advisors (including as it relates to structure, timing, terms and similar matters).

ATTACHMENT 1 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0691981-300 DATED AS OF February 5, 2016

LEASE PAYMENT SCHEDULE

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE: City of Conway

COMMENCEMENT DATE*: _____

INTEREST RATE: 2.56%

PAYMENT FREQUENCY: Monthly

The first Lease Payment shall be due in arrears on the date that is one month(s) after the Commencement Date, and subsequent Lease Payments shall be due monthly on the same day of each month thereafter until paid in full.

	Rental Payment	Interest Portion	Principal Portion	Purchase Price
1	2,207.26	163.00	2,044.26	76,408.32
2	2,207.26	158.64	2,048.62	72,315.44
3	2,207.26	154.27	2,052.99	70,262.45
4	2,207.26	149.89	2,057.37	68,205.08
5	2,207.26	145.50	2,061.76	66,143.32
6	2,207.26	141.11	2,066.15	64,077.17
7	2,207.26	136.70	2,070.56	62,006.61
8	2,207.26	132.28	2,074.98	59,931.63
9	2,207.26	127.85	2,079.41	57,852.22
10	2,207.26	123.42	2,083.84	55,768.38
11	2,207.26	118.97	2,088.29	53,680.09
12	2,207.26	114.52	2,092.74	51,587.35
13	2,207.26	110.05	2,097.21	49,490.14
14	2,207.26	105.58	2,101.68	47,388.46
15	2,207.26	101.10	2,106.16	45,282.30
16	2,207.26	96.60	2,110.66	43,171.64
17	2,207.26	92.10	2,115.16	41,056.48
18	2,207.26	87.59	2,119.67	38,936.81
19	2,207.26	83.07	2,124.19	36,812.62
20	2,207.26	78.53	2,128.73	34,683.89
21	2,207.26	73.99	2,133.27	32,550.62
22	2,207.26	69.44	2,137.82	30,412.80
23	2,207.26	64.88	2,142.38	28,270.42
24	2,207.26	60.31	2,146.95	26,123.47
25	2,207.26	55.73	2,151.53	23,971.94
26	2,207.26	51.14	2,156.12	21,815.82
27	2,207.26	46.54	2,160.72	19,655.10
28	2,207.26	41.93	2,165.33	17,489.77
29	2,207.26	37.31	2,169.95	15,319.82
30	2,207.26	32.68	2,174.58	13,145.24
31	2,207.26	28.04	2,179.22	10,966.02
32	2,207.26	23.39	2,183.87	8,782.15
33	2,207.26	18.74	2,188.52	6,593.63
34	2,207.26	14.07	2,193.19	4,400.44
35	2,207.26	9.39	2,197.87	2,202.57
36	2,207.26	4.69	2,202.57	0.00
Grand Totals	79,461.36	3,053.04	76,408.32	

Lessee: City of Conway



By: _____

Tab Townsell, Mayor

*YOU hereby authorize US to fill in the Commencement Date based on the earlier of the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate, or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent.

ATTACHMENT 2 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0691981-300 DATED AS OF February 5, 2016

EQUIPMENT DESCRIPTION

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description/Serial No./Model No.	Location	Total Cost
(1) New 2015 Case SV212, S/N: NENTC3656 together with all attachments and accessories thereto	100 East Robbins Street, Conway, AR 72032	\$76,408.32

Lessee: City of Conway

 By: _____

Tab Townsell, Mayor

**ATTACHMENT 3 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0691981-300 DATED AS OF February 5, 2016**

ACCEPTANCE CERTIFICATE

TCF Equipment Finance, a division of TCF National Bank
11100 Wayzata Blvd, Suite 801
Minnetonka, MN 55305

Re: Governmental Lease-Purchase Agreement No. 001-0691981-300 between TCF Equipment Finance, a division of TCF National Bank, as Lessor (the "Lessor"), and City of Conway, as Lessee (the "Lessee").

Ladies and Gentlemen:

In accordance with the above-referenced Governmental Lease-Purchase Agreement No. 001-0691981-300 (the "Lease"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Lease) listed in the Lease has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Lease as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Lease.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a default as set forth in Section 15 of the Lease exists at the date hereof.
5. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
6. The serial number for each item of Equipment that is set forth in the Lease is correct.
7. Lessee hereby acknowledges and agrees to the Lease Payment Schedule attached to the Lease as Attachment 1.

 Date: _____, 20__

Lessee: City of Conway

 By: _____

Tab Townsell, Mayor

**ATTACHMENT 4 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0691981-300 DATED AS OF February 5, 2016**

INSURANCE COVERAGE REQUIREMENTS

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Governmental Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the following leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as Loss Payee.

Leased Property: (1) New 2015 Case SV212
S/N: NENTC3656 together with all attachments and accessories thereto

Coverage Required: Termination Value Specified.

b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305, prior to the time that the property is delivered to Lessee.

Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee: City of Conway

 By: _____

Tab Townsell, Mayor

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: February 5, 2016

Lessee: City of Conway
1201 Oak Street
Conway, AR 72032

Lessor: TCF Equipment Finance, a division of TCF National Bank
11100 Wayzata Blvd, Suite 801
Minnetonka, MN 55305

Re: Governmental Lease-Purchase Agreement No. 001-0691981-300, dated as of February 5, 2016, by and between City of Conway and TCF Equipment Finance, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Governmental Lease-Purchase Agreement described above and the related escrow agreement, if any (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Arkansas (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is _____.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the

appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF Equipment Finance, a division of TCF National Bank and its successors and assigns.

Very truly yours,

RESOLUTION
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0691981-300
DATED AS OF February 5, 2016

A resolution authorizing the negotiation, execution, and delivery of Governmental Lease-Purchase Agreement No. **001-0691981-300** dated **February 5, 2016** (the "Lease"), in principal amount not to exceed **\$76,408.32**, between **City of Conway, 1201 Oak Street, Conway, AR 72032** and **TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305**; and prescribing other details in connection therewith.

WHEREAS, City of Conway, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Arkansas; and


WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Attachment 2 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Conway:


 Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Arkansas.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

 **CERTIFIED AS TRUE AND CORRECT** this ____ day of _____, 20____.

Lessee: City of Conway

 By: _____ Tab Townsell, Mayor



ARKANSAS ADDENDUM
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0691981-300 DATED AS OF February 5, 2016

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE: City of Conway

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Governmental Lease-Purchase Agreement No. 001-0691981-300 (together with all Exhibits and Attachments and this Addendum, the "Lease").

1. The third and fourth sentences of Section 5 of the Lease are hereby amended and restated in their entirety to read as follows:

"YOU agree to deliver written notice to US of such termination at least 60 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term.

3. The following Section 27 is hereby added to the Lease:

27. COMPLIANCE WITH ARKANSAS CONSTITUTION, AMENDMENT 78. THIS LEASE HAS BEEN ISSUED UNDER THE PROVISIONS OF THE STATE LAW OF ARKANSAS GOVERNING SHORT-TERM OBLIGATIONS, SPECIFICALLY, ARKANSAS CODE ANNOTATED SECTION 14-78-101, ET SEQ., AND ARKANSAS CONSTITUTION, AMENDMENT 78.

IF YOU ARE A COUNTY, YOU hereby certify: (1) the purpose of this Lease is to acquire, construct, install or rent real property or tangible personal property having an expected useful life of more than one year; (2) the aggregate principal amount of YOUR short-term financing obligations, including YOUR obligations incurred under this Lease, does not exceed 2-1/2% of the assessed value of taxable property located within YOUR jurisdiction;

IF YOU ARE A MUNICIPALITY, YOU hereby certify: (1) the purpose of this Lease is to acquire, construct, install or rent real property or tangible personal property having an expected useful life of more than one year; (2) the aggregate principal amount of YOUR short-term financing obligations, including YOUR obligations incurred under this Lease, does not exceed 5% of the assessed value of taxable property located within YOUR jurisdiction;

IF YOU ARE A SCHOOL DISTRICT, YOU hereby certify: (1) this Lease is entered into in accordance with the provision of Arkansas Code Annotated Section 6-20-402; (2) the amount of obligations incurred by YOU, including YOUR obligations incurred under this Lease, are not in excess of YOUR revenue receipts for the current fiscal year;

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor: TCF Equipment Finance, a division of TCF National Bank By: Operations - T.C.
Lessee: City of Conway By: Tab Townsell, Mayor



LESSEE FACT SHEET
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0691981-300 DATED AS OF February 5, 2016

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Equipment location address: _____

2. Send bills to the following address: _____

ATTENTION: _____

3. Name of person who issues payment and Phone number: _____

(_____) _____

4. Contract information of person responsible for preparing and filing Form 8038-G or 8038-GC:

Name: _____ Phone: _____ E-mail: _____

Address: _____

5. Fiscal year end: _____

05.18.2016

Memo

To
Mayor Tab Townsell

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
Bucket Truck Purchase

Comments:

Bids were opened on May 16, 2016 for a bucket truck to be used for sign installation and bulb replacement by the Street & Engineering Department. Stamm Manufacturing provided the only bid in the amount of \$119,900.00 which is attached. The provided bid meets the recommend specifications and is a competitive price. I recommend acceptance of the bid as provided.

City of Conway Street & Engineering Department

(501) 450-6165
100 E Robins St, Conway, AR 72032

www.cityofconway.org/pages/street-department/
firstname.lastname@cityofconway.org



**CITY OF CONWAY
CITY OF CONWAY STREET DEPARTMENT
BID INVITATION**

Bid Number: <u>2016-11</u>	BID OPENING LOCATION: City of Conway Mayor's Office 1201 Oak Street Conway, AR 72032	MAIL TO: City of Conway Mayor's Office 1201 Oak Street Conway, AR 72032	DELIVER TO: City of Conway Street Depart. 100 E. Robins St. Conway, AR 72032
Bid Opening Date: <u>Monday, May 16, 2016</u> Time: <u>10:00am</u>			

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on the reverse hereof and as may be attached hereto will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: <u>Stamm Manufacturing</u>	Name (Type or Print): <u>Chris Dillon</u>
Address: <u>4850 Orange Avenue</u>	Title: <u>Vice President</u>
<u>Fort Pierce, FL 34947</u>	Phone: <u>800-226-5056</u> Fax: <u>772-464-2716</u>
City: <u>Fort Pierce</u> State: <u>FL</u> Zip: <u>34947</u>	E-mail Address: <u>chris@stamm-mfg.com</u>
Federal Tax ID or Social Security No.: <u>65-0536830</u>	Signature: 

Signature must be original (not photocopied) and in ink. Unsigned bids will be rejected.

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	<p>Bucket Truck</p> <p>FOB: 1 ea. – City of Conway Street Department</p> <p>Bucket Truck proposed to furnish: Make <u>Stamm</u> Model <u>Signalier 43</u> Warranty <u>one year 100%</u></p> <p>If any literature and/or specifications of items conflict with City of Conway specification The conflict(s) shall be specifically noted, corrected and submitted with the bid on a sep Letterhead.</p> <p>Note: Bid amount shall include all applicable taxes, fees, freight and delivery cost.</p> <p>The successful bidder will be required to complete delivery within 120 days after award.</p>	1	Ea.	119,900.00	119,900.00
			TOTAL BID		119,900 00

CONDITIONS

1. **ACCEPTANCE AND REJECTION:** The City of Conway (reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the City of Conway.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by CITY OF CONWAY or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted, as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company.
4. **TAXES:** The CITY OF CONWAY is not exempt from Arkansas State Sales and Use Taxes, or local option city/City of Conway sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the CITY OF CONWAY as an addition thereto, and should be added to the billing to the CITY OF CONWAY. The CITY OF CONWAY is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the CITY OF CONWAY.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES AND LITERATURE:** Samples or technical literature must be provided within 14 days of CITY OF CONWAY request unless CITY OF CONWAY extends time. Failure to provide samples or literature within this period may cause bid to be rejected. When required, samples of items must be furnished free of charge, prior to or after the opening of bids, and, if not destroyed, will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and item number. Request for return of samples must be made within 10 days following submission of sample. Samples from successful bidders will be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the CITY OF CONWAY, as soon as possible, of the reason for any delay and the expected delivery date. The CITY OF CONWAY has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by CITY OF CONWAY after delivery. Default in promised delivery or failure to meet specifications authorizes the CITY OF CONWAY to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business." (Arkansas Code, Annotated, Section 19-11-708).
15. _____

ACCEPTANCE (City of Conway Use Only)

Bid No. # _____ Accepted as to items numbered _____

Date _____ By _____

City of Conway Mayor's Officer

05.16.2016

Memo

To
Mayor Tab Townsell

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
Service Bed Purchase

Comments:

No bids were received by the January 26, 2016 opening for a Service Bed with Crane Body for the Street & Engineering Department. After discussions with the finance department, it was agreed that the best solution was to solicit quotes. Three quotes have been obtained and are summarized below.

Vendor	Base Price	Price with Options
Ram Truck Equipment	\$19,700	\$26,350
Custom Equipment Co.	\$29,999	\$42,518
Dealers Truck Equipment Co. Inc.	\$37,463	\$44,188

I request approval to purchase the service bed with crane body from Ram Truck Equipment for \$26,350.

City of Conway Street & Engineering Department

(501) 450-6165
100 E Robins St, Conway, AR 72032

www.cityofconway.org/pages/street-department/
firstname.lastname@cityofconway.org



RAM TRUCK EQUIPMENT

Quotation

3103 LOUISVILLE AVE.
 MONROE LA 71201
 Phone (318) 325-8251 Fax (318) 322-5357

DATE January 19, 2016
Quotation # CONWAY11916
Customer ID

Bill To:

CITY OF CONWAY ARK.
 STREET DEPT '

BEN BROWN

Quotation valid until:
Prepared by:

VEHICLE MAKE,MODEL, SPECS.
2016 FORD F450 84" C/A ONLY

Description	AMOUNT
KNAPHEIDE CRANE BODY 6132DLR-38J CUSTOM CRANE BODY ADD RAISED FRONT COMPT. DRIVERS SIDE BOTTLE GAS RETAINER KIT LOOSE CRANE MOUNT RH REAR COMPT. FOR AUTOCRANE 6000 LB CAP. CRANE BODY SHELF PKG C AMERICAN EAGLE 7 DRAWER UNIT INSTALLED LH RFC 3- 3"DRAWERS, 3-5"DRAWERS,1-7" DRAWER DL-38J CRANE BODY BUMPER 21.5" WITH REMOVABLE VISE MOUNT REC. HITCH ON BUMPER BUMPER SHIPPED LOOSE BODY & BUMPER PREPAINTED WHITE	19,700.00
BODY NOT INSTALLED, LIGHT KIT SHIPPED LOOSE LIFTMOORE HYD. OUTRIGGERS 40000 FT LB RATING HYD. OUT, HYD. DOWN , DIVERTER & CONTROL VALVE INCLUDED HOSES VALVE TO OUTRIGGER INCLUDED	\$6,900.00
OUTRIGGER LOOSE 3/8 X 50 AIR HOSE REEL SHIP LOOSE	350.00
PRIMED ONLY BODY & BUMPER	(600.00)
PRICE F.O.B. MONROE LA	
sales tax not included in quote, unless requested	
TOTAL	\$ 26,350.00

If you have any questions concerning this quotation, contact : CHARLES RAMSEY

THANK YOU FOR YOUR BUSINESS!

****Custom Equipment Company**

City of Conway

11' Titan 38 body not installed – shipped to Conway, AR

Body will include 58" tall front right and front left compartments

Drawer package for front compartment consists of (1)7", (2)5", and (5)3" drawers

Shelving shipped loose consists of 2 passenger side front shelves, 3 mid compartment shelves, 2 horizontal compartment shelves with tall dividers, 2 horizontal compartment shelves with short dividers, 3 rear compartment shelves

20" workbench bumper with storage and vise plate

Receiver Hitch

Hydraulic Outriggers

O2 / Acetylene holder for mid compartment – 2 bottles

\$29,995

OPTIONS:

Rotary Screw Air Compressor (RS60AC) – on demand air, no air tank needed

\$7750 <http://www.autocrane.com/html/accessories-air-compressors.php?expandable=2?hotlinxhdr=2>

Oil Cooler Kit

\$2500

Paint White at Factory inside and outside compartments

\$1974

2" drop well for mid compartment O2/Acet

\$295

Brent Cox

Custom Equipment



DEALERS TRUCK EQUIPMENT CO. INC.
6601 INTERSTATE 30
LITTLE ROCK, AR 72209

PH: 501.568.9000
FX: 501.568.7000
www.dealerstruck.com

REF. CITY OF CONWAY STREET DEPT BID

DATE:1/27/16

WE ARE PLEASED TO QUOTE THE FOLLOWING

KNAPHEIDE 6132D-38J CRANE BODY
132" LENGTH, 94" WIDE X 44" HIGH
60" FRONT COMPARTMENTS
AMERICAN EAGLE 7 DRAWER CABINET DRIVERS SIDE
STANDARD SHELVING
SLAM TAILGATE
HEAVY DUTY BUMPER W/ STORAGE AND HD. VISE MOUNT
HEAVY DUTY 8" VISE
RECIEVER HITCH W/ 7 WAY PLUG
40 GALLON AUXILLARY HYDRALIC TANK
NEW HYDRALIC HOSES, PTO, AND PUMP
PAINTED WHITE TO MATCH CAB

PRICE QUOTED>>>>> \$37,463.00

BOSS HYDRALIC AIR COMPRESSOR
50 CFM 150 PSI
FILTER, MOISTURE/OIL REGULATOR
CUSTOMER INSTALLED

PRICE QUOTED>>>>> \$6725.00

CUSTOMER WILL MOUNT THEIR OWN CRANE
PRICES AND SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE
DOES NOT INCLUDE SALES TAX

THANK YOU,
BRANT STEELE
DEALERS TRUCK

QUOTE ACCEPTED BY: _____ DATE _____



City of Conway, Arkansas
Ordinance No. O-16-__

AN ORDINANCE AUTHORIZING THE RECLASSIFICATION OF ONE (1) ENGINEERING TECHNICIAN POSITION IN THE STREET DEPARTMENT TO A SIGN AND PAVEMENT MARKING TECHNICIAN POSITION AND ADDING ENTRY PLUS THREE LEVELS OF CERTIFICATE PAY; REMOVING THE CURRENT PAY LEVEL FOR THE TRAFFIC SIGNAL TECHNICIAN AND ADDING ENTRY PLUS THREE LEVELS OF CERTIFICATE PAY TO THE TRAFFIC SIGNAL TECHNICIAN POSITION; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

Whereas, the Street Department requests the reclassification of one (1) Engineering Technician position to a Sign and Pavement Marking Technician position and adding entry plus three (3) levels of certificate pay:

Entry Level	\$28,056
Level I	\$30,862
Level II	\$33,948
Level III	\$40,738

Whereas, the Street Department requests removing the current pay level for the Traffic Signal Technician and adding entry plus three (3) levels of certificate pay to the Traffic Signal Technician position:

Entry Level	\$34,485
Level I	\$38,302
Level II	\$42,900
Level III	\$51,056

Whereas, certificate pay will be awarded during the first pay period of January each year when the employee receives the certificate during the 12 month period prior to January 1.

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

Section 1. The City of Conway shall reclassify one (1) Engineering Technician position to a Sign and Pavement Marking Technician position and add entry plus three (3) levels of certificate pay to the Engineering Technician position; and remove the current pay level for the Traffic Signal Technician and add entry plus three (3) levels of certificate pay to the Traffic Signal Technician position.

Section 2. Certificate pay will be awarded during the first pay period of January each year when the employee receives the certificate during the 12 month period prior to January 1.

Section 3. No additional salary funds are required for this staffing adjustment.

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

Section 5. This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-16-_____

AN ORDINANCE AUTHORIZING RETROACTIVE CERTIFICATE PAY FROM JANUARY 1, 2016 FOR THE TRAFFIC SIGNAL TECHNICIAN POSITION EMPLOYEE WHO RECEIVED THE LEVEL ONE (1) CERTIFICATE ON SEPTEMBER 18, 2015; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

Whereas, the Street Department requests retroactive certificate pay from January 1, 2016 in the amount of \$3,616.16 for the Traffic Signal Technician position employee who received the level one (1) IMSA certificate on September 18, 2015.

Whereas, certificate pay shall be awarded during the first pay period of January each year when the employee receives the certificate during the 12 month period prior to January 1.

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

Section 1. Retroactive certificate pay from January 1, 2016 in the amount of \$3,616.16 shall be paid to the Traffic Signal Technician position employee working in the Street Department who received the level one (1) IMSA certificate on September 18, 2015.

Section 2. Certificate pay will be awarded during the first pay period of January each year when the employee receives the certificate during the 12 month period prior to January 1.

Section 3. No additional salary funds are required for this staffing adjustment.

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

Section 5. This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

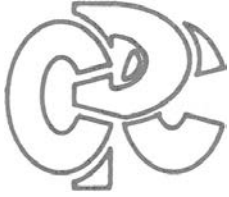
PASSED this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

**CONWAY PLANNING COMMISSION**

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Mark Lewis, 2016 Planning Commission Chairman
Date: May 16, 2016

Re: Conditional Use Permit request to allow an adult day care facility at 2850 Prince Street, Suites 18 and 19 in a C-3 zoning district.

A request for a Conditional Use Permit to allow an adult day care facility for property located at 2850 Prince Street, Suites 18 and 19 with a Faulkner County parcel number of 710-08254-000C, was reviewed by the Planning Commission at its regular meeting on May 16, 2016.

The Planning Commission voted 8-1, with Matthew Brown in opposition, that this request be forwarded to the City Council with a recommendation for approval with one condition.

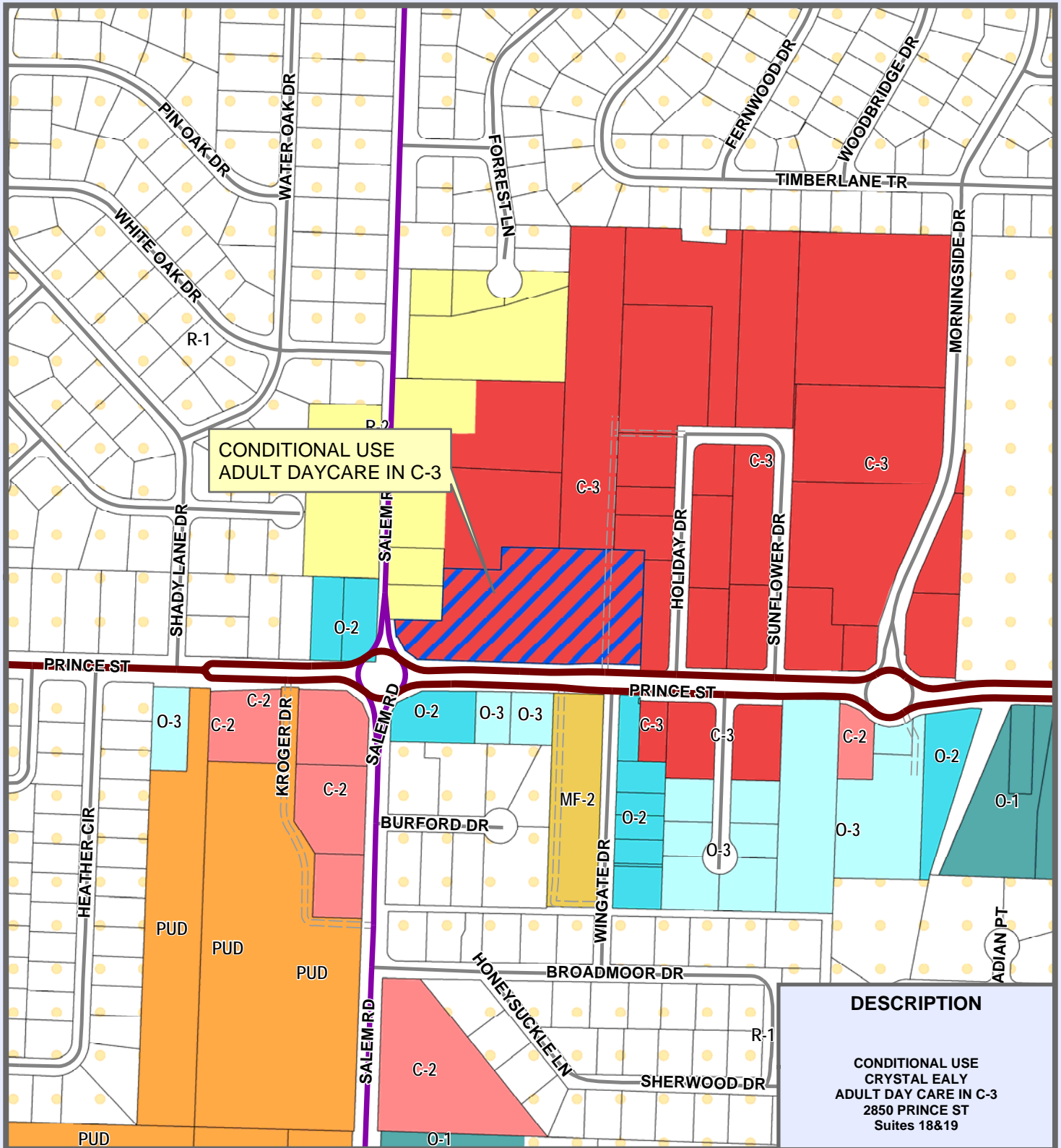
Condition:

The conditional use permit is limited to the applicants only; Crystal Ealy and Barbara Manuel.

Please advise if you have any questions.

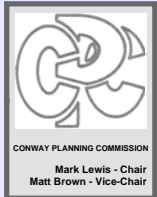
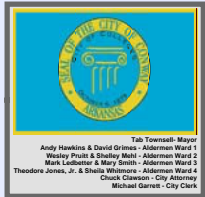
CITY OF CONWAY

CRYSTAL EALY -- CONDITIONAL USE

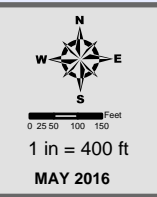


DESCRIPTION

**CONDITIONAL USE
CRYSTAL EALY
ADULT DAY CARE IN C-3
2850 PRINCE ST
Suites 18&19**



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	I-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	RU-1
COLLECTOR	CITY LIMITS	R-2	I-3
PRIVATE ROAD		HR	RMH
INTERSTATE RAMP		SR	
RAILROADS		Commercial Office	Special
		C-1	SP
		C-2	S-1
		C-3	A-1
		C-4	PU1
			PU2
			TJ



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
WWW.CONWAYPLANNING.ORG/SIS
E-MAIL: Jason.Lyon@CityofConway.org



City of Conway, Arkansas
Ordinance No. O-16- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 1718 COLLEGE AVENUE FROM R-2A TO R-2:

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

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

Lots 19 and 20, Block 33 1/2, Robinson’s Plan. More particularly described as The east 93.7 feet of Lot 20 and the South 26 feet of the east 93.7 feet of Lot 19. Containing +/- .30 acre.

to those of **R-2**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

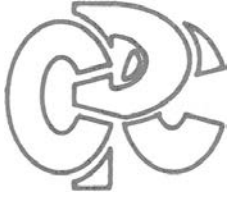
PASSED this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Mark Lewis, 2016 Planning Commission Chairman
Date: May 16, 2016

Re: Request to rezone property located at 1718 College Avenue from R-2A to R-2

A request to rezone property located at 1718 College Avenue from R-2A (Large Lot Duplex) to R-2 (Small Lot Duplex) with the legal description:

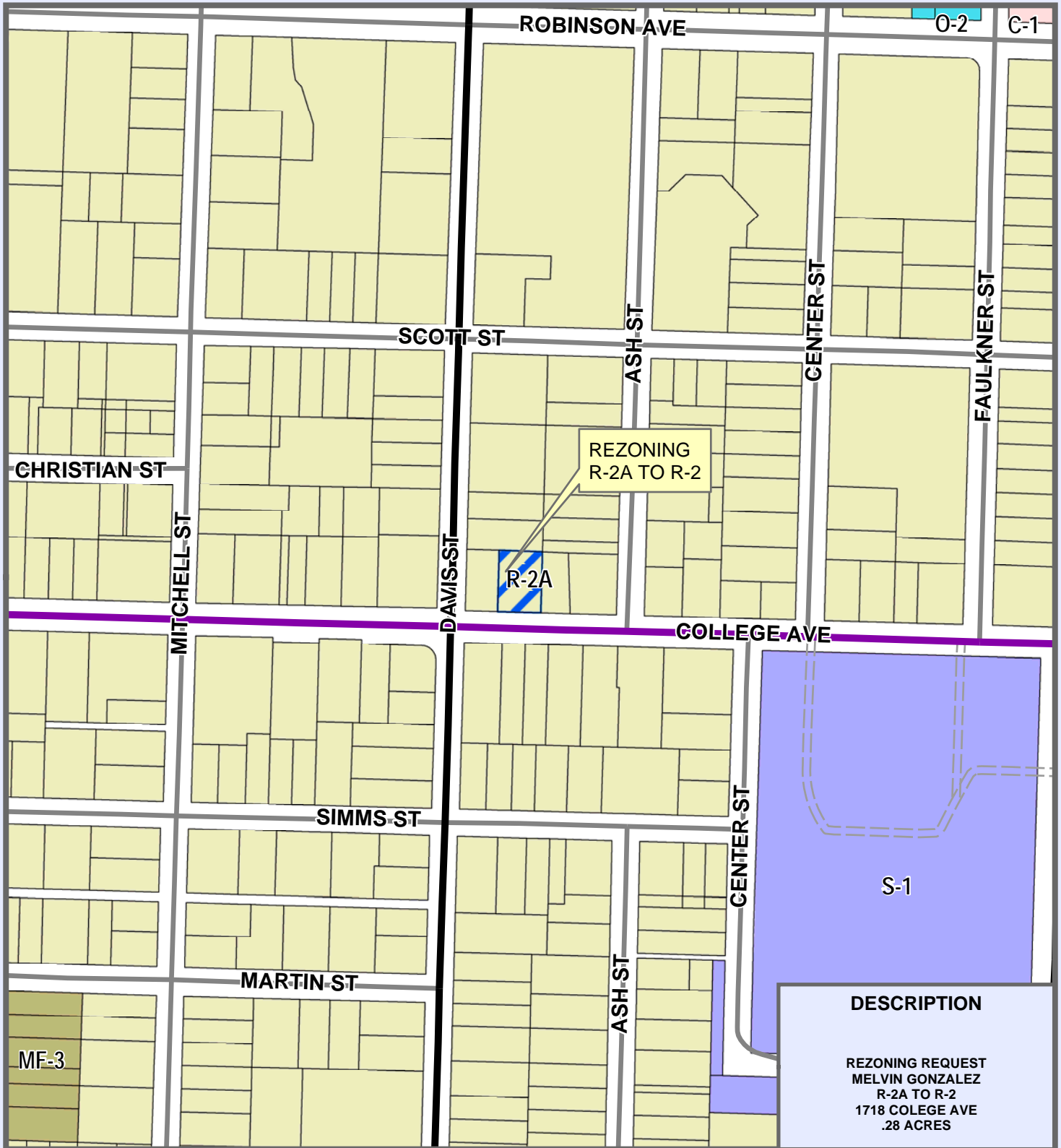
Lots 19 and 20, Block 33 1/2, Robinson's Plan. More particularly described as The east 93.7 feet of Lot 20 and the South 26 feet of the east 93.7 feet of Lot 19. Containing +/- .30 acre.

was reviewed by the Planning Commission at its regular meeting on May 16, 2016. The Planning Commission voted 9-0 that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.

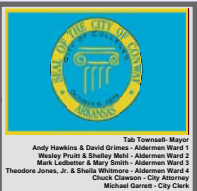
CITY OF CONWAY

MELVIN GONZALEZ -- REZONING

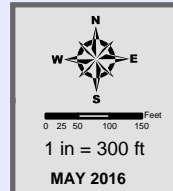


DESCRIPTION

REZONING REQUEST
MELVIN GONZALEZ
R-2A TO R-2
1718 COLLEGE AVE
.28 ACRES



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



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

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



City of Conway, Arkansas
Ordinance No. O-16- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 1301 STURGIS ROAD FROM A-1 TO I-3:

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

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

Part of the N1/2 S2/3 NE1/4 NW1/4, Section 19, Township 5 North, Range 13 West, Faulkner County, Arkansas. Beginning at the NE corner of the N1/2 S2/3 NE1/4 NW1/4, thence South 240 feet, thence west 363 feet, thence north 240 feet, thence east 363 feet to the point of beginning. Containing +/- 2 acres.

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

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

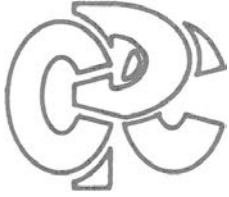
PASSED this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Mark Lewis, 2016 Planning Commission Chairman
Date: May 16, 2016

Re: Request to rezone property located at 1301 Sturgis Road from A-1 to I-3

A request to rezone property located at 1301 Sturgis Road from A-1 (Agricultural) to I-3 (Intensive Industrial) with the legal description:

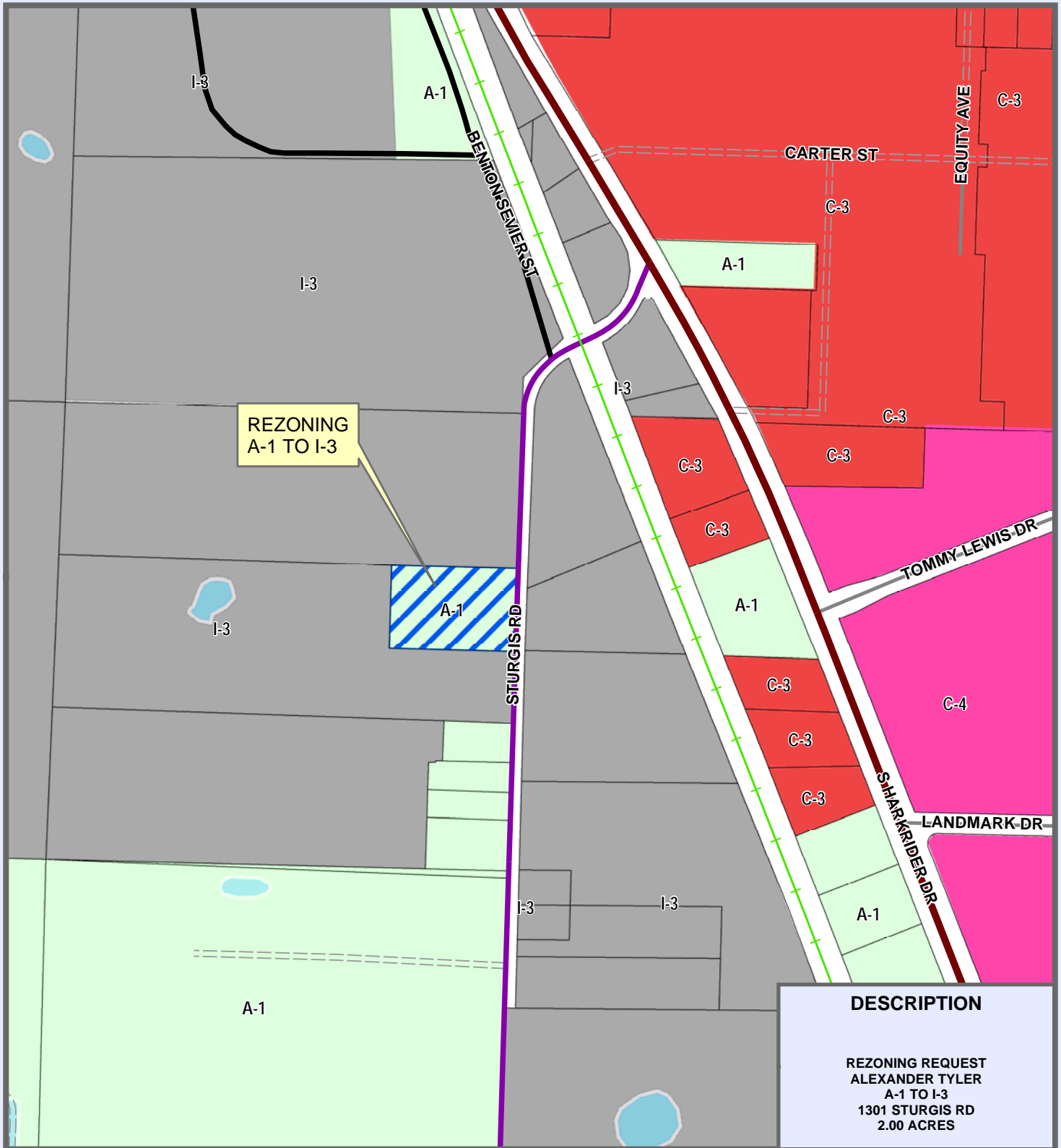
Part of the N1/2 S2/3 NE1/4 NW1/4, Section 19, Township 5 North, Range 13 West, Faulkner County, Arkansas. Beginning at the NE corner of the N1/2 S2/3 NE1/4 NW1/4, thence South 240 feet, thence west 363 feet, thence north 240 feet, thence east 363 feet to the point of beginning. Containing +/- 2 acres.

was reviewed by the Planning Commission at its regular meeting on May 16, 2016. The Planning Commission voted 9-0 that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.

CITY OF CONWAY

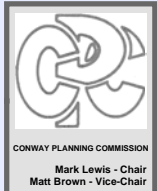
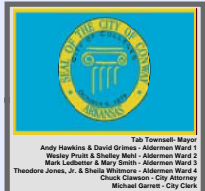
ALEXANDER TYLER -- REZONING



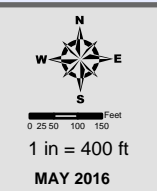
REZONING
A-1 TO I-3

DESCRIPTION

REZONING REQUEST
ALEXANDER TYLER
A-1 TO I-3
1301 STURGIS RD
2.00 ACRES

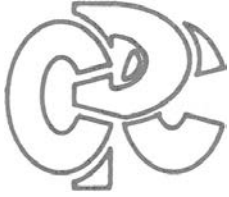


INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2	MF-2
COLLECTOR	CITY LIMITS	R-2A	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP			
RAILROADS		Commercial Office	Special
		C-1	SP
		C-2	S-1
		C-3	A-1
		C-4	PUD
			TJ



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CONTACT INFORMATION
 WWW.CONWAYPLANNING.ORG/SIS
 E-MAIL: Jason.Lyon@CityofConway.org

**CONWAY PLANNING COMMISSION**

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Mark Lewis, 2016 Planning Commission Chairman
Date: May 16, 2016

Re: Conditional Use Permit request to allow an automotive paint, bodywork, and vehicle repair shop at 1301 Sturgis Road

A request for a Conditional Use Permit to allow an automotive paint, bodywork, and vehicle repair shop for property located at 1301 Sturgis Road with the legal description:

Part of the N1/2 S2/3 NE1/4 NW1/4, Section 19, Township 5 North, Range 13 West, Faulkner County, Arkansas. Beginning at the NE corner of the N1/2 S2/3 NE1/4 NW1/4, thence South 240 feet, thence west 363 feet, thence north 240 feet, thence east 363 feet to the point of beginning. Containing +/- 2 acres.

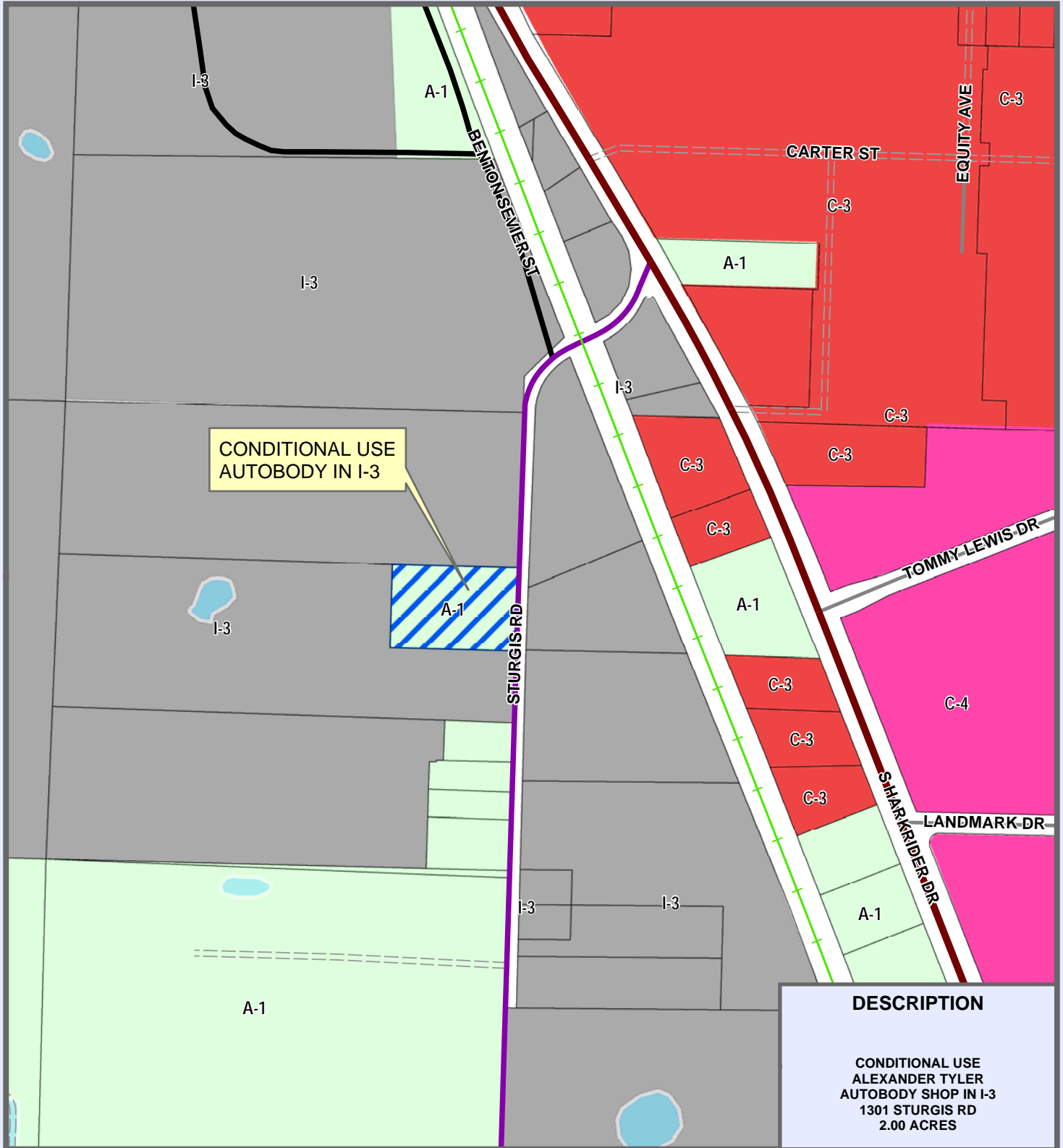
was reviewed by the Planning Commission at its regular meeting on May 16, 2016. The Planning Commission voted 9-0 that this request be forwarded to the City Council with no conditions.

Conditions: None

Please advise if you have any questions.

CITY OF CONWAY

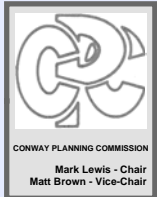
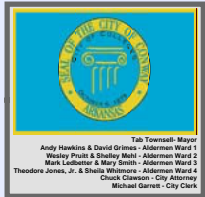
ALEXANDER TYLER -- CONDITIONAL USE



CONDITIONAL USE
AUTOBODY IN I-3

DESCRIPTION

**CONDITIONAL USE
ALEXANDER TYLER
AUTOBODY SHOP IN I-3
1301 STURGIS RD
2.00 ACRES**



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



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CITY OF CONWAY
Planning and Development

1201 Oak Street
Conway, AR 72032

T 501.450.6105
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www.conwayplanning.org

May 20, 2016

MEMO

From: Bryan Patrick

To: Mayor and City Council

Mr. William Atkins has visited with the Planning Office concerning the operation of a temporary "inflatable" water park at the northwest corner of Dave Ward Drive and Country Club Road (just south of New Life Church). The property is zoned O-1 General Office. The land use for a water park is allowed by right. The zoning ordinance classifies this business as a "Commercial Recreational Facility" which is allowed in O-1. There is no issue with the basic land use. The zoning ordinance further classifies a temporary water park in the same category as a "carnival or similar temporary commercial enterprise". A "temporary commercial enterprise" will require the City Council's permit approval.

Suggested points to consider:

- Permit is limited to William Atkins, Arkansas Inflatable Waterpark, LLC and is approved for a period of ?
- A drawing or sketch of the temporary water park layout. The drawing should show the number and location of the inflatables, the parking area, toilets, ingress/egress, etc.
- Hours of operation (these will need to correspond with church services and their peak times)
- Number of operation days
- Number of employees
- Proof of insurance
- Number of required parking spaces and locations
- Parking surface - gravel or grass?
- Toilet service - number of toilets necessary?
- Access from Country Club and possible access from the north/south church driveway across Paladino property. (This would depend on access agreement between Paladinos and New Life Church) Dave Ward Drive access should be prohibited.
- Food? will food and drink vending be provided? (If so, a prepared food license will be required from the City Clerk)

If Council approves the permit, a building permit will be required to inspect power hookups and other general safety requirements.



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MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Bryan Patrick, Director of Planning & Development
Date: May 19, 2016

Re: Review of Phoenix Recovery Center's Clinical Treatment Services

As required by condition 3 of Conditional Use Permit No. 1348, allowing Clinical Treatment Services in a T-4 Transitional Zone of the Northeast Old Conway Area Plan, Phoenix Recovery Center is required to appear before the Conway City Council for review of their services.

Please advise if you have any questions.

CONDITIONAL USE PERMIT

CITY OF CONWAY, ARKANSAS

PROPERTY DESCRIPTION / ADDRESS / LOCATION:

This conditional use is for property located 1222-1224, 1223-1225, and 1227-1229 Jersey Street with the following legal description:

Lots 5 and 6, Block 8, Browns Subdivision; Lot 18, Block 6, Browns Subdivision

ZONING: T-4 Transitional in the NEOCA Specific Plan

CONDITIONAL USE PERMITTED TO MFB INVESTMENTS, LLC FOR: Clinic Treatment Services

DATE OF COUNCIL MEETING ALLOWING PERMITTED USE: November 25, 2014

CONDITIONS ATTACHED TO PERMIT:

1. Hours of operation will not be limited.
2. Conditional Use Permit is limited to the applicant, MFB Investments, LLC (Phoenix Recovery)
3. The conditional user permit is valid for one (1) year. Applicant must appear before the Conway City Council in November 2015 for review.
4. Counseling treatment services may not be offered to violent offenders and sex offenders.

APPROVED:

Tab Townsell, Mayor

Date



**City of Conway, Arkansas
Resolution No. R-16-_____**

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF CONWAY TO UTILIZE FEDERAL-AID FUNDS FOR THE RELOCATION OF THE SPRINGFIELD/DES ARC BRIDGE

Whereas, the City of Conway understands Federal-aid Transportation Alternative Funds are available at 80% federal participation and 20% local match to develop or improve the Springfield/Des Arc Bridge; and

Whereas, understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

Whereas, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

Section I: The City of Conway will participate in accordance with its designated responsibility, including maintenance of this project.

Section II: Mayor Tab Townsell is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

Section III: The City of Conway pledges its full support and hereby authorizes the Mayor Tab Townsell to cooperate with Metroplan and the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

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



Steve Ibbotson
Director

Parks and Recreation

10 Lower Ridge Road • Conway AR 72032
www.conwayparks.com

May 17, 2016

Mayor Tab Townsell and City Council
1201 Oak Street
Conway AR 72032

Re: General Contractor Services for the Completion of the Conway Event Center

Dear Mayor:

The city recently advertised for Request for Qualifications for General Contractor Services for the completion of the Conway Event Center.

We sent out seven (7) packets to contractors who had requested information on the project. We received four (4) showing interest in the Event Center.

The pre-selection and selection committee which consisted of Jack Bell, Derek Cox, Aaron Knight, and myself reviewed the submittals and picked three (3) to interview.

Interviews were conducted on May 10th 2016 at Rik Sowell's office with Joanna Nabholz assisting with the interview process on behalf of the architect firm. The construction companies chosen to be interviewed were Salter Construction, Corco Construction and Nabholz Construction.

We were very fortunate to have these outstanding construction companies interested in the Event Center and all have completed successful projects with the city in the last few years.

After visiting with each of the companies of interest it is the consensus of the committee that Salter Construction be awarded the contract for the completion of the Event Center.

Salter Construction was the construction company that built the existing Expo, Pavilion and shell of the Event Center. Their knowledge of the existing structure and history of the construction process will be very beneficial to the completion of the Event Center.

We request that the council award the General Contractor Services to Salter Construction.

Sincerely,

Steve Ibbotson
Parks Director



Parks and Recreation

10 Lower Ridge Road • Conway AR 72032
www.conwayparks.com

Steve Ibbotson
Director

May 17, 2016

Mayor Tab Townsell and City Council
1201 Oak Street
Conway AR 72032

Re: Acceptance of bids for the Renovation of the Fields at the Don Owen Softball Complex

Dear Mayor:

On May 16th the Conway Parks Department took bids through the cooperative purchasing system for the renovation of the fields at the Don Owen Softball Complex.

The renovation of the fields is one of the seven (7) projects the city council identified for completion with the A&P funds. At the time of the presentation, a year ago, the project was estimated at \$ 656,000.

Three (3) bids were received from the following companies for the installation of the artificial turf and one (1) bid was received for the replacement of the fencing on the fields.

- Field Turf \$ 500,678
- Symmetry Turf \$ 525,000
- Hellas \$ 794,053

- Bill's Fence \$ 212,847

The department recommends using Field Turf for the renovations of the fields and Bill's Fence for the replacement of the fencing on the fields. Total cost of \$ 713,525.

Thank you for your consideration.

Sincerely,

Steve Ibbotson
Parks Director



**City of Conway, Arkansas
Ordinance No. O-16-_____**

AN ORDINANCE APPROPRIATING FUNDS FOR THE RENOVATION AND INSTALLATION OF ARTIFICIAL TURF AT THE DON OWEN SOFTBALL COMPLEX AND FOR THE REPLACEMENT OF THE FENCING ON THE DON OWEN SOFTBALL COMPLEX FIELDS; AND FOR OTHER PURPOSES

Whereas, the Conway City Council has approved the project of the renovation of the fields at the Don Owen Softball Complex on the Parks A&P Funded Project List; and

Whereas, the Conway City Council has approved the low bid from Field Turf for the renovation and installation of artificial turf at the Don Owen Softball Complex; and

Whereas, the Conway City Council has approved the bid from Bill's Fence for the replacement of the field fencing at the Don Owen Softball Complex; and

Whereas, this project will be funded by the Conway Parks & Recreation A&P Funds.

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

Section 1. The City of Conway shall appropriate an amount of \$713,525 from Parks and Recreation A&P Fund Balance Appropriation (252-000-4900) to the Conway Parks Department Parks General CIP Account (252-157-5990) for the renovation of the Don Owen Softball Complex.

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

PASSED this 24th day of May 2016.

Approved:

Mayor Tab Townsell

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-16-_____**

AN ORDINANCE APPROPRIATING FUNDS FOR THE INFORMATION TECHNOLOGY DEPARTMENT FOR A SUPPORT CONTRACT WITH JEFF WEST TO ALLOW FOR TRANSFER OF KNOWLEDGE AND SUPPORT; AND FOR OTHER PURPOSES:

Whereas, the senior network system administrator recently resigned his position and this position is vital to the continued operation and security of the city’s network; and

Whereas, the Information Technology Department would like to enter into agreement for support contract with Jeff West to allow for transfer of knowledge and support.

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

Section 1. The City of Conway shall enter into an agreement with Jeff West and appropriate \$8,000 from the General Fund – Balance Appropriation (01.990) to Information Technology Account (001.108.5420).

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

PASSED this 24th day of May, 2016.

Approved:

Mayor Tab Townsell

Attest:

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

Jeff West
3690 Shock Loop
Conway, AR 72034

May 17, 2016

AGREEMENT TO PROVIDED PROFESSIONAL NETWORK SUPPORT SERVICES

Whereas the City of Conway Information Technology Department is in need of Professional Services to perform the following services:

1. Provide network, server, database, and firewall support as needed.
2. Consult with Information Technology on problem solving and troubleshooting issues as needed.
3. Provide other support as needed.

Whereas, Jeff West is an experienced Network Engineer with extensive knowledge maintaining the City of Conway's network and is qualified with professional certifications to perform the above described services. Jeff has worked with the City of Conway in this capacity for 9 years and is familiar with the City's current hardware and software.

Whereas, the City of Conway agrees to pay Jeff West \$6,000 for a 6-month service contract with the option to renew at the end of the contract. An additional \$2,000 (\$115.00 /hour) is available as needed for special projects. This agreement may be cancelled by either Jeff West or the City of Conway with consideration to any open support items and projects.

By signature below these parties hereby agree to the provided the services as described and compensate Jeff West as described herein.

Tab Townsell, Mayor
City of Conway, AR

Date

Jeff West

Date