Mayor Bart Castleberry

Clerk/Treasurer 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

#### Tuesday, August 13<sup>th</sup>, 2019 City Council Agenda

Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032

<u>5:30pm:</u>
Call to Order:
Roll Call:
Minutes Approval:

City Council Meeting Bart Castleberry, Mayor Michael O. Garrett, Clerk/Treasurer July 23<sup>rd</sup>, 2019

#### Report of Standing Committees:

- A. Public Hearing
  - 1. Public hearing to discuss the City of Conway utilizing the 2019 JAG program funds.
    - a. Resolution expressing the willingness of the City of Conway to utilize 2019 JAG program funds.
- B. Community Development Committee (Airport, Community Development, Planning & Development, Permits & Inspection (Code Enforcement), Historic District, Transportation)
  - 1. Consideration of the nomination of Jack Bell to the Health Facilities Board for a five year term.
  - 2. Ordinance accepting the proposals for a consultant to prepare a city-wide historic preservation plan for the Planning & Development Department.
  - 3. Resolution expressing the willingness of the City to utilize EPA funds administered by the ANRC for the Markham Square water quality demonstration project.
  - 4. Resolution accepting the grant funding from ADEM for the Tyler Street Bridge over Tucker Creek Project for the Transportation Department.
  - 5. Ordinance approving the purchase of right of way and appropriating funds for the Tyler Street Improvement Project for the Transportation Department.

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

- 1. Ordinance appropriating grant funds from the Arkansas Game and Fish Commission for the parking lot improvements on Brewer Lake.
- 2. Ordinance to waive the bid process for the purchase and installation of three a/c units for the Don Owens Sports Center for the Parks & Recreation Department.
- 3. Ordinance authorizing the reclassification of positions within the Parks & Recreation Department.

- D. Public Safety Committee (Police, Fire, District Court, Animal Welfare Unit, CEOC Communication Emergency Operations Center, Department of Information Systems & Technology, & Office of the City Attorney)
  - 1. Ordinance appropriating grant funds from the 2017 Justice Assistance Grant for the Conway Police Department.
  - 2. Consideration to enter into the SRO agreement with Conway School District for the school year 2019-2020.

Adjournment

#### **Notice about Public Hearing Regarding**

#### 2019 Edward Byrne Justice Assistance Grant (JAG) Program Funding Application

The public is invited to attend a public hearing to provide input on the City of Conway application for \$25,425 in 2019 Edward Byrne Justice Assistance Grant (JAG) Program Funding, to be shared equally with Faulkner County. The Conway Police Department and Faulkner County Sheriff's Department propose to use the funding for purchase of equipment.

The hearing will be held on August 13<sup>th</sup>, 2019 during the City Council meeting at the Judge Russell L. "Jack" Roberts District Court Building located at 810 Parkway Street, Conway, AR. Comments on the grant application will be received through September 15, 2019, and may be sent to Marsha Guffey, Grants Administrator by email at marsha.guffey@cityofconway.org.



#### City of Conway, Arkansas Resolution No. R-19-\_\_\_\_

#### A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF CONWAY TO UTILZE 2019 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS

Whereas, the U.S. Department of Justice has made Edward Byrne Justice Assistance Grant (JAG funds) available to local governments to further its mission of assisting state, local, and tribal law enforcement efforts to prevent or reduce crime, and

Whereas, \$25,425 is jointly allocated to the City of Conway and Faulkner County, and

Whereas, funding will be shared equally by the City of Conway and Faulkner County, and

Whereas, the City Council conducted a public hearing on the application on this date, and

Whereas, an Interlocal Agreement will be signed to document the funding arrangement, and

Whereas, the City of Conway will serve as fiscal agent for the grant, and

Whereas, the City's share of funding will be used to purchase supportive equipment for the Conway Police Department,

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

**Section I:** The City of Conway will participate in accordance with its designated responsibility to serve as fiscal agent for the JAG funds.

**Section II:** Mayor Bart Castleberry is hereby authorized and directed to execute all appropriate agreements and contracts necessary to fulfill conditions of the grant.

**Section III:** The Conway City Council pledges its full support for Conway Police Department equipment purchases funded by the JAG grant.

**THIS RESOLUTION** adopted this 13<sup>th</sup> day of August, 2019

Approved:

**Mayor Bart Castleberry** 

Attest:



# Memo:

To:Bart CastleberryCC:City Council Members

From: Felicia Rogers

Date: August 9<sup>th</sup>, 2019

Re: Health Facilities Board Nomination

The Conway Health Facilities Board request the approval of Jack Bell to an additional term of five years on the board.

Please advise if you have any questions.



City of Conway, Arkansas Ordinance No. \_\_\_\_\_

#### AN ORDINANCE ACCEPTING THE REQUEST FOR PROPOSALS FOR A CONSULTANT TO PREPARE CITY-WIDE HISTORIC PRESERVATION PLAN, TO ENTER INTO AN AGREEMENT WITH THE WALKER COLLABORATIVE, AND FOR OTHER PURPOSES:

**WHEREAS,** the Arkansas Historic Preservation Program (AHPP) awarded a Certified Local Government grant, in the amount of \$25,000.00, to support the City of Conway's Historic District Commission's effort to develop a city-wide historic preservation plan.

**WHEREAS,** the Conway City Council accepted, on May 28, 2019, the grant and appropriated a match of city funds in the amount of \$25,000 by Ordinance O-19-49.

**WHEREAS,** the City of Conway issued a request for proposals in order to obtain a consultant to prepare the city-wide historic preservation plan and The Walker Collaborative was the lone respondent to the request for proposals.

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

**Section 1**. The City of Conway shall accept the request for proposals, selecting The Walker Collaborative as the city's consultant to prepare the city-wide historic preservation plan.

**Section 2.** The City of Conway shall by authorized to enter in an Agreement with The Walker Collaborative in the amount of \$49,990 to perform preparation of the city-wide historic preservation plan.

**Section 3**. That any ordinance which conflicts with this ordinance is hereby repealed to the extent of the conflict.

**PASSED** this 13<sup>th</sup> day of August, 2019.

Approved:

Mayor Bart Castleberry

Attest:



#### City of Conway, Arkansas Resolution No. R-19-\_\_\_\_

## A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF CONWAY, ARKANSAS TO UTILIZE U.S. ENVIRONMENTAL PROTECTION AGENCY SECTION 319 (h) FUNDS ADMINISTERED BY THE ARKANSAS NATURAL RESOURCES COMMISSION FOR THE MARKHAM SQUARE WATER QUALITY DEMONSTRATION PROJECT.

Whereas, the City of Conway resides in two major watersheds that discharge to Lake Conway and Point Remove on the Arkansas River, and

Whereas, the Lake Conway-Point Remove Watershed is a designated 2018-2023 Priority Watershed by the Arkansas Natural Resources Commission (ANRC) Nonpoint Source Management Program, and

Whereas, the Markham Street Water Quality Demonstration Project is a component of the larger Conway Urban Watershed Framework Plan, the goal of which is to mitigate water quality problems in the Little Creek-Palarm Creek sub-watershed (111102030403 HUC), which includes the urbanized area of Conway, and

Whereas, the Lake Conway-Point Remove Watershed Alliance has been working since 2012 to complete a 9-element watershed management plan, and

Whereas, polluted water from the Markham Square project area flows into Stone Dam Creek and ultimately into the Lake Conway-Point Remove Watershed,

Whereas, the Conway Urban Watershed Framework Plan proposed a variety of infrastructure retrofits such as green streets, water treatment art parks, urban eco-farms, conservation neighbor-hoods, parking gardens, riparian corridor improvements, lake aerators, vegetative harvesters and floating bio-mats, and a city greenway as a means of protecting the Lake Conway-Point Remove Watershed, and

**Whereas,** the Low Impact Development and Green Infrastructure measures proposed in the Markham Square project area will help improve water quality of runoff entering Stone Dam Creek that is listed as an impaired stream, and help reduce peak storm water flows that contribute to localized flooding in the downtown area,

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

**Section I:** The City of Conway will provide match \$880,553 (funding will come from Transportation Department) as match for \$599,995 in funds from the Arkansas Natural Resource Commission in support of this project.

**Section II:** Mayor Bart Castleberry is hereby authorized and directed to execute all appropriate agreements and contracts necessary to fulfill conditions of the grant.

Section III: The Conway City Council pledges its full support for the Markham Square Water Quality Demonstration Project.

**THIS RESOLUTION** adopted this 13<sup>th</sup> day of August, 2019.

Approved

Bart Castleberry, Mayor

Attest:



#### City of Conway, Arkansas Resolution No. R-19-\_\_\_

#### A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF CONWAY TO COMMIT 2018 SALES AND USE TAX FUNDS FOR THE TYLER STREET BRIDGE OVER TUCKER CREEK PROJECT.

**Whereas,** the City of Conway was awarded a Hazard Mitigation 50/50 Grant for the State of Arkansas Department of Emergency Management, in the amount of \$125,000, and

Whereas, the City of Conway understands that Federal 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, the City of Conway understands that the City is responsible for a match in the amount of \$125,000, 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 CONWAY CITY COUNCIL THAT:

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

**Section II:** Mayor Bart Castleberry is hereby authorized and directed to execute all appropriate applications, agreements and contracts necessary to expedite the construction of the above stated project.

**Section III:** the Conway City Council pledges its full support and plans on using funding from the 2018 Sales and Use Tax to meet the required match of this grant.

THIS RESOLUTION adopted this 13<sup>th</sup> day of August, 2019.

Approved:

Bart Castleberry

Attest:



#### City of Conway, Arkansas Ordinance No. O-19-\_\_\_\_

#### AN ORDINANCE APPROVING RIGHT OF WAY (ROW) PURCHASE AND APPROPRIATING FUNDS FOR TYLER STREET IMPROVEMENTS; AND FOR OTHER PURPOSES

Whereas, the Conway City Council previously approved the 2019 Tyler Street improvement project; and

**Whereas,** the City of Conway needs to purchase ROW from land owners to complete sidewalk improvements on this project, and

**Whereas,** right of way purchases total \$36,600 and have not previously been budgeted for in the Construction in Progress (CIP) account.

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

**Section 1**. The City of Conway shall approve ROW purchase needed for the Tyler Street Improvements.

**Section 2**. The City of Conway shall appropriate funding in the amount of \$36,600 from the Street Fund Balance Appropriation account (002-201-4900) into the Transportation Department CIP Account (002-201-5905).

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

PASSED this 13th day of August 2019.

Approved:

Mayor Bart Castleberry

Attest:



#### City of Conway, Arkansas Ordinance No. O-19-\_\_\_

### AN ORDINANCE ACCEPTING GRANT FUNDS FROM THE ARKANSAS GAME AND FISH COMMISSION (AGFC) FOR PARKING LOT IMPROVEMENTS ON BREWER LAKE; AND FOR OTHER PURPOSES.

Whereas, a reimbursing State grant from the Arkansas Department of Transportation (ARDOT) using Marine Fuel Tax Funds and managed by Arkansas Game and Fish Commission (AGFC) was received for the above asphalt overlay, and

Whereas, the City of Conway initially funded the project cost for Brewer Lake parking areas, with an understanding that the Arkansas Game and Fish Commission provided full reimbursement from the Arkansas Department of Transportation, upon completion of this project, and

**Whereas**, a total reimbursement of \$133,859.09 was received July 22, 2019 and needs to be appropriated into the City of Conway Street Fund.

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

**Section 1**. The City Council hereby authorizes an appropriation of \$133,859.09 into the City of Conway Street Fund State Grant Revenue Account 002-201-4201.

**Section 2.** All ordinances and resolutions, and parts thereof, which are in conflict with any provision of this ordinance, are hereby repealed to the extent of such conflict.

**ADOPTED** this 13<sup>th</sup> day of August 2019.

Approved:

Mayor Bart Castleberry

Attest:



#### City of Conway, Arkansas Ordinance No. 0-19-\_\_\_

#### AN ORDINANCE TO WAIVE THE COMPETITIVE BID PROCESS FOR THE PURCHASE AND INSTALLATION OF THREE A/C UNITS FOR DON OWEN SPORTS CENTER FOR THE CITY OF CONWAY PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES

**Whereas,** the City of Conway has an immediate need to replace three air condition units inside the gym area of the Don Owen Sport Center; and

Whereas, the City of Conway currently has not previously budgeted funds for this purchase and would like to use A&P funds; and

**Whereas,** the City of Conway obtained three quotes – Ott Service Company \$75,815, Freyaldenhoven Heating and Cooling \$100,886 and Middleton \$96,784.

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

**Section 1**. The City of Conway shall waive the competitive bid process and approve the above purchase from Ott Service Company for \$75,815.

**Section 2**. The City of Conway shall appropriate \$75,815 from Parks and Recreation A&P fund balance appropriation account 252-000-4900 into A&P CIP – Don Owen Complex Building Improvements account 252-157-5904

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

**PASSED** this 13<sup>th</sup> day of August 2019.

Approved:

Attest:

**Mayor Bart Castleberry** 

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#### City of Conway, Arkansas Ordinance No. O-19-\_\_\_\_

AN ORDINANCE AUTHORIZING THE RECLASSIFICATIONS OF ELEVEN (11) GROUNDS MAINTENANCE POSITIONS IN THE CONWAY PARKS AND RECREATION DEPARTMENT TO ELEVEN (11) GROUNDS KEEPER POSITIONS IN THE CONWAY PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES

**Whereas,** the Conway Parks and Recreation Department requests the reclassification of eleven (11) Grounds Maintenance positions to eleven (11) Grounds Keeper positions in the Conway Parks and Recreation Department; and

**Whereas,** the annual salary for the Grounds Maintenance position is \$24,385.50 and the annual salary for the Grounds Keeper position is \$25,594.00; and

Whereas, a budget adjustment is not required for this reclassification.

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

**Section 1**. The City of Conway shall reclassify eleven (11) Grounds Maintenance positions in the Conway Parks and Recreation Department to eleven (11) Grounds Keeper positions in the Conway Parks and Recreation Department.

Section 2. No additional salary funds are required for this reclassification.

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

**PASSED** this 13<sup>th</sup> day of August 2019.

Approved:

**Mayor Bart Castleberry** 

Attest:



City of Conway, Arkansas Ordinance No. O-19-\_\_\_\_

## AN ORDINANCE APPOPRIATING GRANT FUNDS FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

**Whereas**, the City of Conway has received funds in the amount of \$23,529 on behalf of the Conway Police Department and the Faulkner County Sheriff's Department as part of the 2017 Justice Assistance Grant 2017-DJ-BX-0883, joint application.

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

**Section 1**. The City of Conway shall accept all grant proceeds totaling \$23,529 and appropriate from 401.121.4200, State Grant Revenue account into State Grant weapons and ammo expense account 401.121.5680.

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

**PASSED** this 13<sup>th</sup> day of August, 2019.

Approved:

Attest:

Mayor Bart Castleberry

#### **MEMORANDUM**

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

**FROM:** Chief Jody Spradlin

- **DATE:** August 27, 2019
- **SUBJECT:** SRO Contract

The Conway Police Department respectfully requests to enter into an agreement with the Conway High School for the 2019-2020 school year.

This Agreement is entered on July 1, 2019 through July 1, 2020, between the City of Conway, Arkansas, and the Conway School District.

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

#### AGREEMENT

This Agreement is entered this <u>1st</u> day of <u>July</u>, 2019, between the City of Conway, Arkansas, and the Conway School District.

#### WITNESSETH:

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

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

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

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

#### 1. SERVICES

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

#### 2. <u>CONSIDERATION</u>

In consideration for providing the above-described services, the Conway School District shall pay to the City the sum of \$280,000 which represents approximately half of the total costs associated with the officers' salaries, benefits, and the average overtime/comp that they receive as part of their SRO duties. The compensation shall be paid by the Conway School District to the City of Conway in full, between July 1, 2018 and July 30, 2019.

#### 3. **<u>TERMS</u>**

The term of this Agreement shall be for a period commencing July 1, 2019, to and including, July 30, 2020. Absent termination by one of the parties hereto, or amendments mutually agreed upon by the parties, this Agreement shall automatically be renewed for additional terms of one year. This Agreement and all performances and obligations required hereunder may be terminated by the Mayor of the City of Conway or Superintendent of the Conway School District at any time and for any cause provided that the terminating party provides the other party with written notice of termination immediately upon the date of termination.

#### 4. **PERSONNEL**

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

#### 5. **INSURANCE**

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. <u>NOTICES</u>

Notices hereunder shall be given by first-class mail or personal service. Notice to the City shall be delivered or addressed to the Mayor, City of Conway, 1201 Oak Street, Conway, AR 72032. Notice to the District shall be delivered or addressed to the Superintendent of Schools, 2220 Prince Street, Conway, AR 72034.

Conway School District

City of Conway

Superintendent

Mayor Bart Castleberry

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

Date:

#### SCHOOL DISTRICT

#### Exhibit A

#### SCHOOL RESOURCE OFFICER

#### **QUALIFICATIONS:**

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

#### **BASIC PERFORMANCE RESPONSIBILITIES:**

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

- G. School resource officers who are assigned to schools will be on their assignments throughout the normal calendar year.
- H. Vacations other than school holidays will be taken primarily during times when school is not in session.
- Note: The school resource officers will work extra-curricular activities at their assigned schools that the school resource officer supervisor deems necessary for the program to succeed. Compensation for the extra-curricular activities worked by the positions will be paid by time off through school holidays and summer months, to include the use of the School Resource Officer's accrued compensation time. Due to the accrual of this time the school resource officers are exempted from the departments 100 hour cap on accrued compensatory time.

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

Sgt. Chuck Townsend

**Ofc. Derrick Flowers** 

Ofc. Larry Lute

Ofc. Joey Slayton

Ofc. Deondrick Fells

Ofc. Daniel Hogan

Ofc. Daniel Mullaney

**Ofc. Timothy Woods**