

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, February 26th, 2019 City Council Agenda

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

<u>5:30pm:</u>	Committee - Discussions of Boards & Committees
<u>6:30pm:</u>	City Council Meeting
<u>Call to Order:</u>	Bart Castleberry, Mayor
<u>Roll Call:</u>	Michael O. Garrett, Clerk/Treasurer
<u>Minutes Approval:</u>	February 12 th , 2019
<u>Monthly Financial Report</u>	Approval of monthly financial report January 31 st , 2019

Report of Standing Committees:

A. Community Development Committee (Airport, Community Development, Planning & Development, Permits & Inspection (Code Enforcement), Historic District, Transportation)

1. Ordinance approving an agreement and appropriating funds for public art for the Public Art Board.
2. Ordinance appropriating funds to upgrade the finance software for the City of Conway.
3. Ordinance appropriating funds for the purchase of vehicles for the Transportation Department.
4. Ordinance permitting the transfer of Impact Fee credits for the Planning & Development Department.
5. Consideration to approve the impact fee credit agreement & deed acquisition offer and acceptance from Rush-Hal Development.

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

1. Consideration to purchase front & rear loader through Sourcewell Procurement Cooperative contract for the Department of Sanitation.
2. Ordinance setting rental fees for pavilions and baseball/softball fields for the Parks & Recreation Department.

C. 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. Consideration to remove items from inventory for the Conway Police Department.
2. Ordinance waiving bids for the purchase of pole cams for the Conway Police Department.
3. Ordinance accepting a proposal and appropriating funds to remodel a portion of the Animal Welfare building.

D. Personnel

1. Consideration to approve an agreement with Meridian Investment for the Employee's Pension Plan Advisory Committee.

E. New Business

1. Ordinance to provide for the removal from office of members on boards and commissions for good cause for the City of Conway.

Adjournment



City of Conway, Arkansas
Monthly Financial Reports
January 31, 2019

City of Conway
 Monthly Financial Report - General Fund
 For the month ended January 31, 2019



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Ad Valorem Tax	4,000,000	437,209	437,209		3,562,791	11%
Payments in Lieu of Tax	20,000	-	-		20,000	0%
State Tax Turnback	930,000	126,307	126,307		803,693	14%
Insurance Tax Turnback - LOPFI	1,300,000	-	-		1,300,000	0%
Sales Tax	19,750,000	1,610,168	1,610,168		18,139,832	8%
Beverage Tax	450,000	34,710	34,710		415,290	8%
Franchise Fees	3,409,000	290,379	290,379		3,118,621	9%
Permits	441,500	75,825	75,825		365,675	17%
ACIEA Revenues	2,500	10,323	10,323		(7,823)	413%
Dog Tags & Fees	30,000	2,230	2,230		27,770	7%
Municipal Court Fines and Fees	959,000	-	-		959,000	0%
Law Enforcement	719,950	87,443	87,443		632,507	12%
Parks	600,500	40,579	40,579		559,921	7%
Interest Income	102,500	20,795	20,795		81,705	20%
Insurance Proceeds	-	4,901	4,901		(4,901)	-
Act 833 Revenue	90,000	-	-		90,000	0%
Miscellaneous Revenues	147,500	18,070	18,070		129,430	12%
Transfers from Other Funds	723,000	-	-		723,000	0%
Total Revenues	33,675,450	2,758,938	2,758,938	-	30,916,512	8%
Expenditures						
Admin (Mayor, HR)	852,309	54,637	54,637	1,862	795,809	6%
Finance	435,941	24,178	24,178	-	411,763	6%
City Clerk/Treasurer	145,569	10,804	10,804	-	134,765	7%
City Council	103,031	6,743	6,743	-	96,288	7%
Planning	519,357	99,648	99,648	201	419,508	19%
Physical Plant	548,775	34,726	34,726	376	513,673	6%
Information Technology	1,040,035	48,563	48,563	58,289	933,183	5%
Permits and Inspections	620,759	42,434	42,434	140	578,185	7%
Nondepartmental	623,221	140,738	140,738	1,623	480,861	23%
Police	12,153,310	910,935	910,935	84,071	11,158,304	7%
CEOC	1,261,613	75,464	75,464	52	1,186,097	6%
Animal Welfare	479,499	31,506	31,506	1,252	446,741	7%
Municipal District Court	951,567	104,196	104,196	213	847,158	11%
City Attorney	478,065	38,847	38,847	-	439,218	8%
Fire	10,330,146	718,067	718,067	22,233	9,589,846	7%
Parks	3,102,856	179,890	179,890	19,780	2,903,186	6%
Total Expenditures	33,646,053	2,521,376	2,521,376	190,091	30,934,586	7%
Net Revenue/(Expense)	29,397		237,561			

*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
2019

Fund Balance Appropriations



Ordinance Date Description

Amount
\$ -

City of Conway
 Balance Sheet - General Fund
 For the month ended January 31, 2019



Cash - Operating	7,745,281
Cash - Reserve	2,098,810
Petty Cash	715
Taxes Receivable	3,763,425
Accounts Receivable	5,101,852
Due from Other Funds	31,541
Due from Street	42,225
Due from Component Unit	208,892
Fleet Inventory	15,539
Fuel Inventory	10,966
General Inventory	585
<i>Assets</i>	<u>19,019,832</u>
Accounts Payable	42,953
Salaries Payable	256,971
Insurance and Benefits Payable	36,058
Held for Others - Performance Bonds	(20)
Held for Others - Crimestopper Reward	5,000
Event Deposits	1,430
Due to Other Funds	99,992
Deferred Revenue	4,644,256
<i>Liabilities</i>	<u>5,086,641</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	9,933,192
<i>Fund Balance</i>	<u>13,933,192</u>
<i>Total Liabilities & Fund Balance</i>	<u>19,019,832</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended January 31, 2019



	<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	1,500,000	-	-		1,500,000	0%
Payments in Lieu of Tax	8,000	-	-		8,000	0%
State Tax Turnback	2,683,474	220,649	220,649		2,462,825	8%
AHTD 1/2 Cent Sales Tax Turnback	1,320,000	120,106	120,106		1,199,894	9%
Severance Tax	120,000	14,442	14,442		105,558	12%
Sales Tax	270,000	22,561	22,561		247,439	8%
Sign Permits	-	300	300		(300)	-
Engineering Fees	10,000	2,275	2,275		7,725	23%
Interest Income	96,000	11,669	11,669		84,331	12%
Total Revenues	6,007,474	392,002	392,002	-	5,615,472	7%
Expenditures						
Personnel Costs	2,902,800	171,912	171,912	-	2,730,888	6%
Other Operating Costs	2,813,228	209,052	209,052	42,950	2,561,226	7%
Total Operating Costs	5,716,028	380,963	380,963	42,950	5,292,114	7%
Capital Outlay	285,000	-	-	-	285,000	0%
Total Expenditures	6,001,028	380,963	380,963	42,950	5,577,114	6%
Net Revenue/(Expense)	6,446		11,038			

*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
2019

Fund Balance Appropriations



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

City of Conway
Balance Sheet - Street Fund
For the month ended January 31, 2019



Cash - Operating	4,827,949
Taxes Receivable	52,733
Accounts Receivable	1,521,063
Due from Other Funds	60,247
<i>Assets</i>	<u>6,461,990</u>
Accounts Payable	3,820
Salaries Payable	17,412
Insurance and Benefits Payable	6,329
Due to Other Funds	1,688
Due to General	35,093
Deferred Revenue	1,363,995
<i>Liabilities</i>	<u>1,428,336</u>
<i>Fund Balance</i>	5,033,654
<i>Total Liabilities & Fund Balance</i>	<u>6,461,990</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended January 31, 2019



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Sanitation Fees	9,000,000	831,963	831,963		8,168,037	9%
Proceeds - Recycled Materials	400,000	56,770	56,770		343,230	14%
Landfill Fees - General	200,000	14,181	14,181		185,819	7%
Interest Income	100,000	32,725	32,725		67,275	33%
Total Revenues	9,700,000	935,639	935,639	-	8,764,361	10%
Expenditures						
Personnel Costs	4,630,294	359,490	359,490	-	4,270,804	8%
Other Operating Costs	3,027,500	(4,345)	(4,345)	111,622	2,920,223	0%
Total Operating Costs	7,657,794	355,145	355,145	111,622	7,191,027	5%
Capital Outlay	2,003,546	-	-	17,500	1,986,046	0%
Total Expenditures	9,661,340	355,145	355,145	129,122	9,177,073	4%
Net Revenue/(Expense)	38,660		580,494			

*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
2019

Fund Balance Appropriations



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

City of Conway
 Balance Sheet - Sanitation
 For the month ended January 31, 2019



Cash - Operating	7,672,931
Petty Cash	200
Post Closure Cash Account	5,805,873
Accounts Receivable	13,334
Due from Other Funds	(537)
Due from Component Unit	789,483
General Inventory	2,122
Land & Buildings	2,374,169
Infrastructure	997,112
Machinery and Equipment	3,652,170
Vehicles	383,386
Deferred Outflows of Resources	2,025,687
<i>Assets</i>	<u>23,715,930</u>
Accounts Payable	333,972
Salaries Payable	40,356
Insurance and Benefits Payable	16,330
Compensated Absences	168,607
Net Pension Obligation	10,673,533
Deferred Inflows of Resources	1,644,081
Due to Other Funds	12,613
Accrued Interest Payable	14,016
Landfill Close/Post Close	8,621,822
<i>Liabilities</i>	<u>21,525,330</u>
<i>Net Assets</i>	<u>2,190,600</u>
<i>Total Liabilities and Net Assets</i>	<u>23,715,930</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 January 31, 2019



	<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						
Sales Tax	13,000	-	-		13,000	0%
Airport Fuel Sales	900,000	54,191	54,191		845,809	6%
T-Hangar Rent	118,000	17,040	17,040		100,960	14%
Community Hangar Rent	25,000	2,800	2,800		22,200	11%
Ground Leases	125,000	8,712	8,712		116,288	7%
Miscellaneous Revenues	13,000	890	890		12,110	7%
Total Revenues	1,194,000	83,633	83,633	-	1,110,367	7%
Expenditures						
Personnel Costs	274,031	22,544	22,544	-	251,487	8%
Fuel for Resale	701,000	48,700	48,700	-	652,300	7%
Other Operating Costs	182,450	11	11	4,757	177,681	0%
Total Operating Costs	1,157,481	71,256	71,256	4,757	1,081,468	6%
Capital Outlay	32,000	-	-	-	32,000	0%
Total Expenditures	1,189,481	71,256	71,256	4,757	1,113,468	6%
Net Revenue/(Expense)	4,519		12,377			

*All figures are unaudited

Notes:

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- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway
Airport Fund
2019

Fund Balance Appropriations



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

City of Conway
 Balance Sheet - Airport
 For the month ended January 31, 2019



Cash - Operating	366,308
Taxes Receivable	5,010
Accounts Receivable - Fuel Vendor	2,829
Due from Other Funds	733
Land	1,254,473
Buildings	4,461,805
Machinery & Equipment	850,107
Vehicles	12,797
Infrastructure	24,866,349
<i>Assets</i>	<u>31,820,413</u>
Accounts Payable	1,911
Salaries Payable	2,826
Insurance and Benefits Payable	2,212
Compensated Absences	5,127
Due to General	1,289
<i>Liabilities</i>	<u>13,365</u>
<i>Fund Balance</i>	31,807,048
<i>Total Liabilities & Fund Balance</i>	<u>31,820,413</u>

*All figures are unaudited

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

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended January 31, 2019



Parks and Rec A&P Tax

Balance, 12/31/18	1,064,641
Receipts	446,221
Payments	(534,845)
Balance, 01/31/19	\$ 976,018

Pay as you go Sales Tax

Balance, 12/31/18	2,076,609
Receipts	301,416
Payments	(582,345)
Balance, 01/31/19	\$ 1,795,680

Street Impact Fees

Balance, 12/31/18	1,171,082
Receipts	11,313
Payments	(325)
Balance, 01/31/19	\$ 1,182,070

Parks Impact Fees

Balance, 12/31/18	651,327
Receipts	31,006
Payments	-
Balance, 01/31/19	\$ 682,333

Street Sales Tax

Balance, 12/31/18	3,159,129
Receipts	446,900
Payments	-
Balance, 01/31/19	\$ 3,606,029



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

AN ORDINANCE ENTERING INTO A MEMORANDUM OF UNDERSTANDING; & APPROPRIATING FUNDS FOR THE CONWAY PUBLIC ART BOARD; AND FOR OTHER PURPOSES:

Whereas, the Conway Public Art Board selected through a proposal process a public art sculpture from SEED PODS, LLC for the roundabout at College Avenue and Salem Road; and

Whereas, the Conway Art Board would also like to purchase art from Sylvia Hardin entitled “The Revolution” that is currently being housed at the University of Central Arkansas.

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

Section 1. The City of Conway is hereby approved to enter into an agreement and sign all necessary documents with the City Attorney approval with SEED PODS, Inc. for the public art installation at the College/Salem Roundabout.

Section 2. The City of Conway is hereby authorized to purpose the installation of art from Sylvia Harden entitled The Revolution and relocate to Downtown Conway, near the Parkway parking lot.

Section 3. The City of Conway shall appropriate \$80,000 for both art pieces from the Parks & Recreation Voluntary Property Tax Fund Balance Appropriation Account (221.140.4900) to the Parks & Recreation – CIP Misc. Account (221.140.5990).

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

Passed this 26th day of February, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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

**STANDARD TERMS AND CONDITIONS
AGREEMENT TO FURNISH
PUBLIC ART INSTALLATION
TO THE CITY OF CONWAY, ARKANSAS**

ARTICLE I: SCOPE

For consideration set forth in Article V of this Agreement, the firm of **SEED PODS, LLC**, hereinafter referred to as ARTIST, agrees to provide professional services for Public Art Installation for the City of Conway, Arkansas, a municipal corporation, hereinafter referred to as CITY.

This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Addenda and Clarifications, Request for Proposals, including Exhibits, Attachments, and Appendices, Statement of Work, and Proposal Response.

The CITY shall assist the ARTIST by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein. In the event of a conflict between the attachment(s) and this document, the terms of this document shall control. Unless modified in writing as set forth in Article IV by the parties hereto, the duties of the ARTIST and the CITY shall not be construed to exceed those services and duties specifically set forth in this Agreement.

In consideration of the mutual promises contained herein, it is agreed to as follows, and is effective upon its execution by and between both parties hereto.

ARTICLE II: RESPONSIBILITIES OF ARTIST

- A. Notice to Proceed. ARTIST will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from CITY Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article IV.
- B. Scope of Service. ARTIST will demonstrate the ability to meet or exceed all federal, state and local laws, codes and regulations. Refer to Exhibit C for more information. ARTIST agrees to provide the goods and services defined in this RFP to the satisfaction of the CITY.
- C. Documents Produced. ARTIST agrees that all work products produced by ARTIST in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, with an unlimited, royalty free license for CITY use, and shall be provided to the CITY upon completion of this Agreement.
- D. State or Federal Requirements. ARTIST covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement shall be deemed to be not in compliance with any statute or role of law, such provision shall be deemed modified to ensure compliance with said statute or role of law.
- E. Taxpayer Identification Number. ARTISTc agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the City's obligation to make payment.

ARTICLE III: RESPONSIBILITY OF CITY

- A. **Authorization to Proceed.** CITY shall authorize ARTIST upon execution of the contract to start work on any of the services listed in Article I.
- B. **Access to Records, Facilities and Property.** CITY shall comply with reasonable requests from ARTIST for inspection or access to City's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. **Timely Review.** CITY shall examine all studies, reports, specifications, proposals, and other documents presented by ARTIST, obtain advice of an attorney, accountant, auditor, and other contractors as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of ARTIST.
- D. **Ownership and Intellectual Property Right, Copyright Ownership.** The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole Artist and author of the Artwork.
- E. **Reproduction Rights**
 - a. In view of the intention that the final Artwork shall be unique, the ARTIST shall not make any additional exact or near duplicate three-dimensional reproductions of the final Artwork, nor shall the ARTIST grant permission to others to do so except with the written permission of the CITY.
 - b. The Artist grants the CITY and its assigns, a nonexclusive irrevocable and royalty-free perpetual license to make two-dimensional reproductions of the Artwork for non-commercial and commercial purposes, including, but not limited to, reproductions or transmissions used in media publicity, exhibitions, loans and collections management, reproducing or preparing photographs, t-shirts, postcards and posters. Such reproductions and transmissions may be magazines, books, newspapers, journals, brochures, exhibition catalogues, films, television, video, websites, slides, negatives, prints and electronic media, DVD, CD, computerized retrieval systems, and by all means or methods now known or hereafter invented.
 - c. All reproductions by the CITY shall contain a credit to the Artist.
 - d. The ARTIST shall use her best efforts in any public showing or resume use of reproductions to give acknowledgment to the CITY in substantially the following form: "An original artwork commissioned by the City of Conway, Arkansas.

ARTICLE IV: MODIFICATIONS

CITY or ARTIST shall not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE V: COMPENSATION

CITY agrees to pay for the services in Article I in accordance with the negotiated Statement of Work and associated Cost Proposal as provided for in the negotiation procedures section of the Request for Proposals.

ARTICLE VI: INDEMNIFICATION

The ARTIST agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of the ARTIST, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the ARTIST shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability Insurance:

B. Minimum Limits of Insurance

ARTIST shall maintain limits no less than:

- | | |
|---|---|
| 1. Commercial General Liability: | \$1,000,000 Each Occurrence |
| | \$1,000,000 Personal Injury |
| | \$2,000,000 General Aggregate |
| | \$2,000,000 Products/Completed Operations Aggregate |

ARTICLE VIII: ASSIGNMENT

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subcontractors by the ARTIST or subsidiary or affiliate Firms of the ARTIST for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the ARTIST shall remain fully responsible for the work performed, whether such performance is by the ARTIST. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and ARTIST.

ARTICLE IX: INTEGRATION

These terms and conditions and the attachments represent the entire understanding of CITY and ARTIST as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The ARTIST may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The ARTIST may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by this Agreement at its convenience and with or without cause. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by written notice from the party initiating termination no less than fifteen (15) days in advance of the effective date of termination. Such notice of termination shall be delivered by certified mail with a receipt for delivery returned to the sender.

In the event of termination, ARTIST shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. ARTIST shall be compensated for work actually performed with documented proof of expenses to be compensated prior to the date of termination plus work required for filing and closing as described in this Article. Upon termination, ARTIST shall provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in ARTIST'S possession at the time of termination or received later.

If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

ARTICLE XII: FORCE MAJEURE

Neither the CITY nor the ARTIST shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIV: CONFLICT AND SEVERABILITY

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement shall control. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XV: CONSTRUCTION

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

ARTICLE XVI: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the ARTIST agrees as follows: The ARTIST will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The ARTIST will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XVII: COURT OF JURISDICTION

The laws of the state of Arkansas shall govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Faulkner County, Arkansas.

ARTIST:

CITY OF CONWAY, ARKANSAS

Date:

Date:

By
:

By
:

ARTIST

By
:

Title:

Mailing Address:

APPROVED AS TO FORM:

Telephone:

By:

Fax:

City Attorney

Corp. Tax Id. No.

EXHIBIT LIST

- A Artwork Design Development Proposal
- B Production Timeline and Payment Schedule
- C Scope of Work

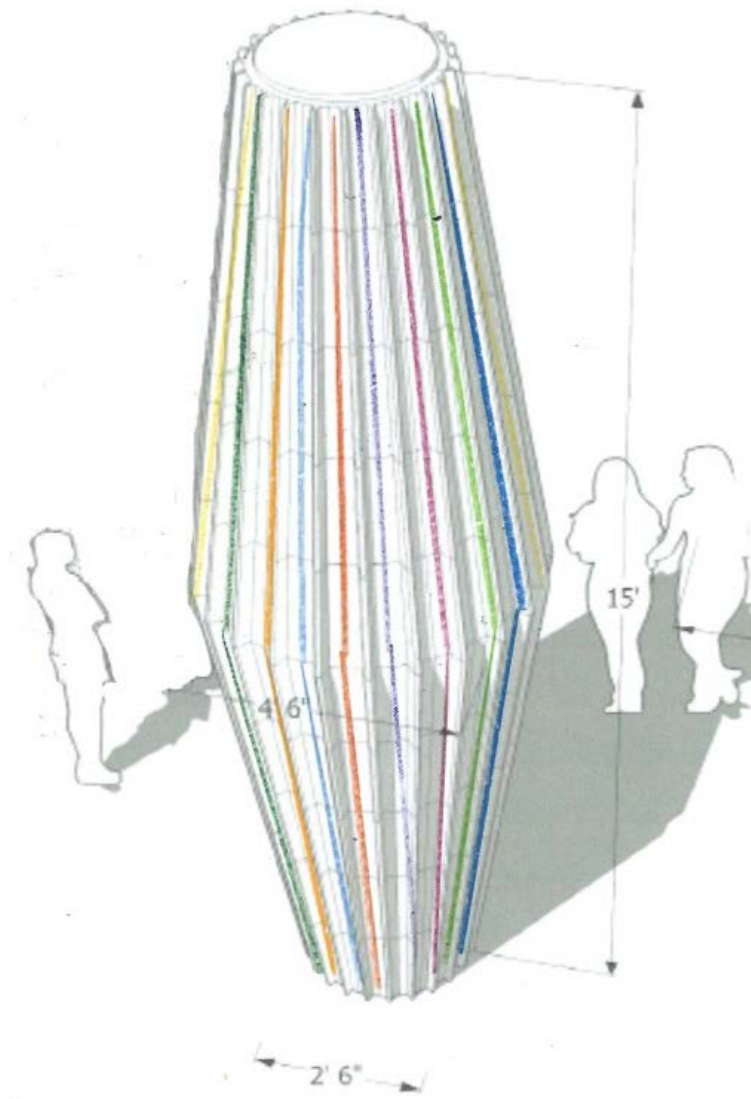
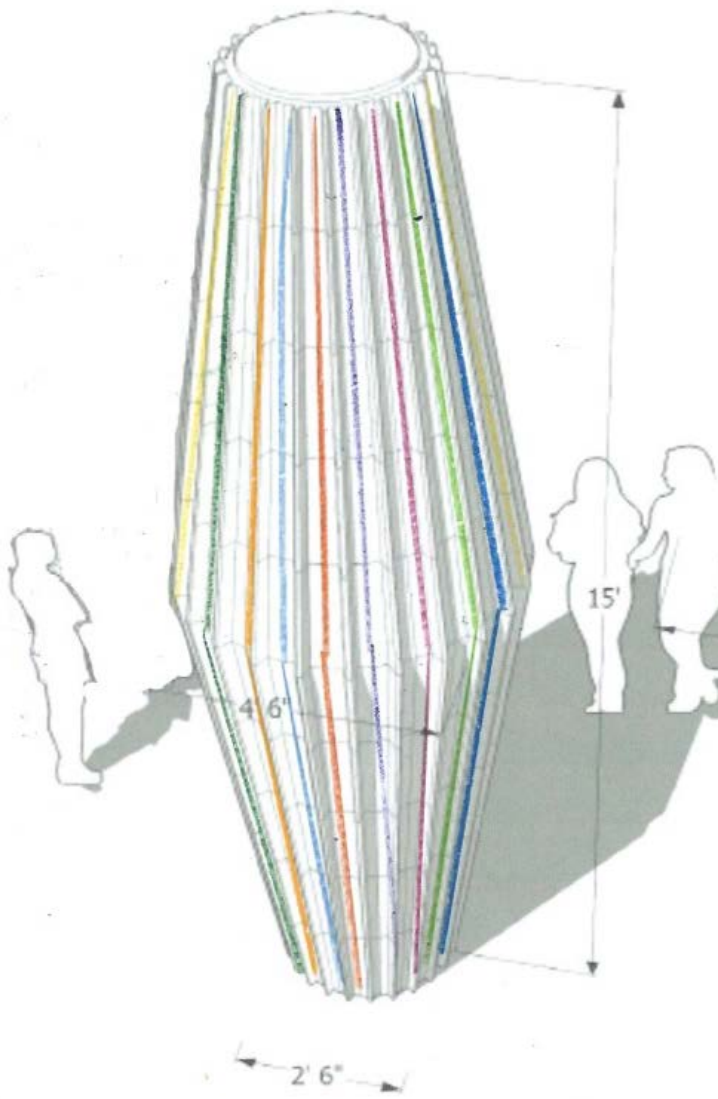


EXHIBIT A

Artist Deliverable

Dimension 2 - 15'H x 5'D x 3' Base Stainless Steel Frame LED Strip Lights Technical Information Preparation • Choreographed LED Lighting • LED Lighting Installed to Emit Light and Cast Shadows Around Sculptures to Emit Colors Celebrating the Rich Biodiversity of Faulkner County • Artist Responsible for Transport and Delivery of Artwork • Artist on-site to Manage Installation of Public Artwork • Artist Responsible for Installation and Maintenance Manual •

City of Conway Deliverable

Electricity Supplied to Public Art Site Location • Concrete Foundation Installation • Stainless Steel Sculpture Bolts Directly to the Concrete • Signage

EXHIBIT B

Production Timeline and Payment Schedule

1) ARTIST will design and fabricate public sculpture consistent with its Proposal dated August 15, 2018, subject to all provisions and requirements of the City of Conway.

2) COMPENSATION

- a) Up to 20% of the project budget may be invoiced by ARTIST immediately upon execution of the Project Agreement and Notice to Proceed. February, 2019
- b) Another 40% may be invoiced upon approval by the CITY of schematic design. April, 2019
- c) Another 30% may be invoiced at the CITY'S approval of final design and the installation plan. May 2019
- d) The final 10% may be invoiced upon completion of the installation and the CITY'S acceptance of the project. September 2019

EXHIBIT C

SCOPE OF WORK

1) GENERAL PROVISIONS

- a) ARTIST will design and fabricate public sculpture consistent with its Proposal dated August 15, 2018, subject to all provisions and requirements of the City of Conway.
 - i) Restrict the rate of color change to no more than once per every 30 seconds
 - ii) Lighting intensity be limited to no more .3 foot-candles above the ambient light level.
 - iii) No red, green, or amber lighting without the approval of the City Engineer.
- b) Installation site will be secured and confirmed by CITY
- c) Delivery of artwork the responsibility of the Artist. Maintenance and Installation instructions the responsibility of the Artist.

2) WORK PRODUCTS

- a) Preliminary designs (paper and/or digital artwork) for review and consideration by the CITY.
- b) Estimate of project costs at schematic design and final design phases.
- c) Final project design and installation plan, including materials for review and approval by CITY. CITY will manage permitting process.

3) SCHEDULE

- a) ARTIST will deliver final design files by April 2019. Based on approval by the CITY will submit to engineer for stamped drawings.
- b) ARTIST will begin fabrication upon approval of stamped drawings by the CITY
- c) ARTIST will deliver photos of progression of fabrication process
- d) ARTIST will provide detailed installation drawings, maintenance manual and installation contractor to the CITY.
- e) ARTIST will ship sculpture and be on site to manage installation with the CITY

4) COMPENSATION

- a) Up to 20% of the project budget may be invoiced by ARTIST immediately upon execution of the Project Agreement and Notice to Proceed. February, 2019
- b) Another 40% may be invoiced upon approval by the CITY of schematic design. April, 2019
- c) Another 30% may be invoiced at the CITY'S approval of final design and the installation plan. May 2019
- d) The final 10% may be invoiced upon completion of the installation and the CITY'S acceptance of the project. September 2019



Artist: Sylvia Hardin

XIII. Images

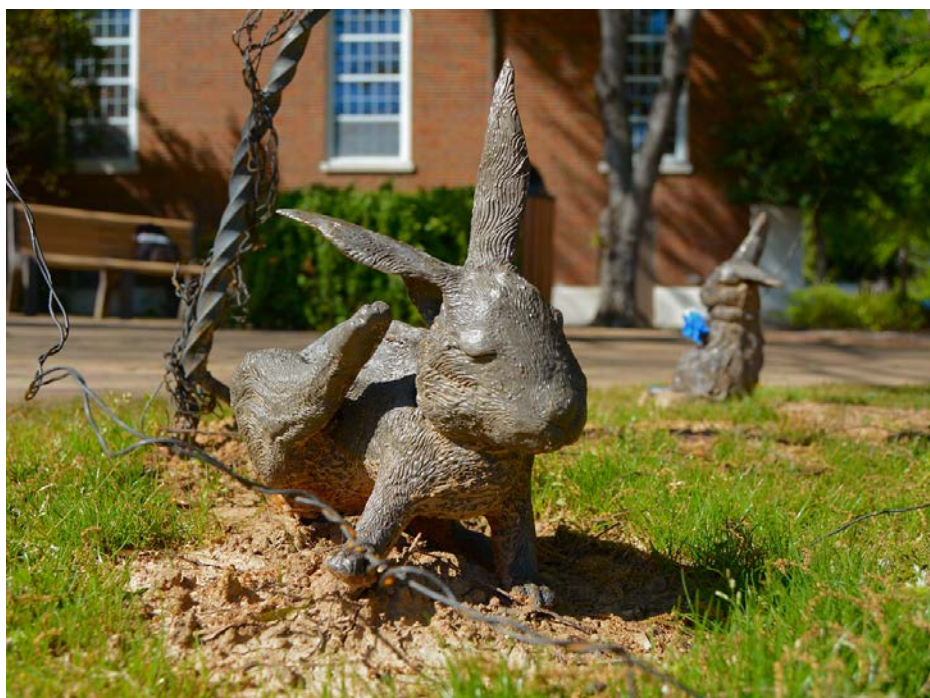
Photo by Dr. Reinaldo Morales





Top Photo by Sylvia Hardin

Bottom Photo by Dr. Reinaldo Morales





Photos by Dr. Reinaldo Morales





Photos by Sylvia Hardin





City of Conway, Arkansas
Ordinance No. O-19-_____

**AN ORDINANCE APPROPRIATING FUNDS TO UPGRADE THE CITY'S FINANCE SOFTWARE; AND
FOR OTHER PURPOSES:**

Whereas, the Finance Department wishes to upgrade its primary financial operating software to the newest version; and

Whereas, the upgrade will benefit all City departments as personnel utilizes the system for purchase order entry, budget status reports, general financial inquiries, etc.; and

Whereas, the upgrade cost will be offset in future years via a reduction in annual maintenance cost because certain custom setups are now included in the base software.

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

Section 1. The City of Conway shall appropriate funds in the amount of \$6,500 from the General Fund Balance Appropriation Account (001.119.4900) to the Computer Equipment Maintenance account (001.119.5420).

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

PASSED this 26th day of February, 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-19-__**

AN ORDINANCE APPROPRIATING FUNDS FROM GOVDEALS.COM FOR THE CITY OF CONWAY TRANSPORTATION DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the City of Conway has received funds from Govdeals.com in the amount of \$53,336.62 for the sale of assets; and

Whereas, the Transportation Department would like to purchase a new vehicle.

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 \$53,336.62 from the Transportation Department Fund Balance Account (002-201-4900) to the Transportation Department Vehicles account (002-201-5920).

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

PASSED this 26th day of February, 2019

Approved:

Mayor Bart Castleberry

Attest:

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



City of Conway, Arkansas
Ordinance No. O-19-_____

AN ORDINANCE AMENDING ORDINANCE O-00-03, PERMITTING THE TRANSFER OF IMPACT FEE CREDITS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the City of Conway Subdivision Regulations O-00-03 currently prohibit the transfer of impact fee credits between properties, creating a disincentive of the use of impact fee credits and;

Whereas, it is desirable to allow the transfer of impact fee credits to discourage cash reimbursement requests of excess impact fee credits requiring city expenditures;

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

Section 1. Article VI. ADMINISTRATION AND ENFORCEMENT, SECTION 12. IMPACT FEES, K. Credits, (3), paragraph b and c. of the Subdivision Regulations, City of Conway, Arkansas, as adopted shall be deleted and replaced as follows:

“b. How the credit will be allocated by the developer.”

Article VI. ADMINISTRATION AND ENFORCEMENT, SECTION 12. IMPACT FEES, K. Credits, (4) and (5) of the Subdivision Regulations, City of Conway, Arkansas, as adopted shall be deleted and replaced as follows:

“(4) Unless otherwise specified in a developer agreement, in the event that the impact-generating development for which credits have been issued is sold to different owners, the credits usable by each new owner shall be calculated in terms of a percentage of the impact fees that would otherwise be due from the entire development. If the total amount of development is not known, the maximum potential development under existing development regulations shall be assumed. This percentage reduction will be applied to all impact fees assessed within the development until the total amount of the credits is exhausted.

(5) The right to claim credits shall run with the land and may be claimed only by owners of property within the development for which the land was dedicated or the improvement was made. Credits issued for a particular development may be assigned to another development if specified in an approved developer agreement.

(6) Credits provided pursuant to this section shall be valid from the effective date of such credits until ten (10) years after such date.”

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

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

PASSED this 26th day of February 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

IMPACT FEE CREDIT AGREEMENT

THIS IMPACT FEE CREDIT AGREEMENT, (hereinafter referred to as this “*Agreement*”) is entered into between **Rush-Hal Development, LLC**, an Arkansas Limited Liability Company (hereinafter referred to as “*RHD*”), and the **City of Conway, Arkansas** (hereinafter referred to as the “*City*”) to be effective as of _____, 2019 (the “*Effective Date*”).

RECITALS:

A. RHD is the developer of Charleston Place, an addition to the City of Conway, Phase I of which is created pursuant to the Plat recorded on January 30, 2019 in the real estate records of Faulkner County, Arkansas, as Plat Book ____, Page ____ (along with future phases, if any, hereinafter referred to as the “*Neighborhood*”).

B. RHD created and developed as part of the Neighborhood an approximately ____ acre natural area and preserve including walking paths available for public recreational purposes (hereinafter referred to as the “*Trail*”). RHD has conveyed the Trail via Warranty Deed in fee simple to the City for the benefit of the public for the purpose of pedestrian and bicycle access, ingress and egress (hereinafter referred to as the “*Deed*”). The Deed is effective as of _____, 2019 and recorded in the real estate records of Faulkner County, Arkansas as Document No. P201900008.

C. The City has enacted Ordinance O-03-98, levying road and park impact fees upon Impact-Generating Development within the City of Conway (hereinafter referred to as the “*Ordinance*”).

D. Pursuant to Section 12(K) of the Ordinance, developers of Park System Improvements (as defined by the Ordinance) are entitled to credits (hereinafter referred to as the “*Credit*”) against park impact fees otherwise payable under the Ordinance (“*Park Impact Fees*”).

E. The City and RHD desire to enter into this Agreement to evidence their determination that the Trail is a Park System Improvement, that development within the Neighborhood is entitled to the Credit and the amount of the Credit.

NOW, THEREFORE, in consideration of the recitals herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Trail is a Park System Improvement (as defined by the Ordinance), qualifying the Neighborhood and RHD for the Credit.

2. The City hereby acknowledges that RHD is eligible for a Credit in the amount of \$117,950.00. The amount of the Credit is determined pursuant to Section 12(K)(2) of the Ordinance based on the cost of construction and development of the Trail.

3. The City hereby approves awarding RHD a Credit to offset Park Impact Fees, not to exceed \$117,950.00 (the "Awarded Credit"), otherwise applicable to Impact-Generating Development (as defined by the Ordinance) within the Neighborhood, in addition to current and future phases of Campbell Cove, Cherry Hill, and Winterbrook Phase III. RHD shall have the exclusive right to use the Awarded Credit, provided that RHD may in its sole discretion assign the right to use the designated amount of the Awarded Credit to offset the Park Impact Fee applicable to a project developed by the assignee within the Neighborhood, current and future phases of Campbell Cove, Cherry Hill, and/or Winterbrook Phase III. Any such assignment shall be in writing signed by RHD or its successors and assigns and delivered to the City Planning Department or other department serving as administrator of Park Impact Fees. The Awarded Credit shall also be available to RHD and its designated successors and assigns to offset Park Impact Fees applicable to Impact-Generating Development in any and all future phases of the Neighborhood, in addition to current and future phases of Campbell Cove, Cherry Hill, and Winterbrook Phase III.

4. RHD will not be reimbursed for any excess Credit beyond the Park Impact Fees that would otherwise be due from RHD or its assigns from Impact Generating Development in the Neighborhood and any and all future phases.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

Rush-Hal Development, LLC

By: _____
Harold H. Crafton, Operating Manger

City of Conway, Arkansas

By: _____
Bart Castleberry, Mayor

ATTEST:

By: _____
City Clerk/Treasurer

THIS INSTRUMENT PREPARED BY:

Landon T. Sanders
Ark. Bar No. 2016131
The Sanders Firm PLLC
306 Salem Rd., Suite 106
Conway, Arkansas 72034
(501) 327-2704

DEED ACQUISITION
OFFER AND ACCEPTANCE

1. **BUYERS AND SELLERS:** City of Conway, Arkansas, a municipal corporation chartered under the laws of the State of Arkansas, (“Buyer”), offers to buy, and Rush-Hal Development, LLC, (“Seller”), agrees to sell, subject to the terms and conditions set forth herein, the following described property situated in Faulkner County, Arkansas in fee simple absolute.

2. **LEGAL DESCRIPTION:**

A PART OF THE SW1/4 NE1/4, SECTION 4, T-5-N, R-14-W FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SW1/4 NE1/4; THENCE ALONG THE SOUTH LINE OF SAID SW1/4 NE1/4 N88°14'09”W A DISTANCE OF 443.92’; THENCE LEAVING SAID SOUTH LINE N01°45’45”E A DISTANCE OF 40.00’ TO THE POINT OF BEGINNING; THENCE CONTINUE N01°45’45”E A DISTANCE OF 800.00’ TO A FOUND ½” REBAR BEING ON THE SOUTHERLY BOUNDARY LINE OF ST. JOHN’S SUBDIVISION; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING CALLS: S88°14’09”E A DISTANCE OF 100.88’; THENCE N02°12’53”E A DISTANCE OF 253.79’; THENCE N78°01’37”E A DISTANCE OF 46.42’; THENCE LEAVING SAID BOUNDARY LINE S02°12’53”W A STIANCE OF 239.81’; THENCE S88°14’09”E A DISTANCE OF 25.38’; THENCE S01°35’56”W A DISTANCE OF 180.00’; THENCE N88°14’09”W A DISTANCE OF 108.40’; THENCE S01°35’56”W A DISTANCE OF 500.00’; THENCE S88°14’09”E A DISTANCE OF 118.40’; THENCE S01°35’56”W A DISTANCE OF 145.00’; THENCE N88°14’09”W A DISTANCE OF 183.81’ TO THE POINT OF BEGINNING, CONTAINING 2.24 ACRES, MORE OR LESS.

3. **PURCHASE PRICE:** In lieu of cash payment, the Buyer shall offer park impact fee credit for the right of way and easement in the sum of \$117,950.00, with such credit to expire on _____.

4. **OTHER CONDITIONS AND CONTINGENCIES:**

- a. Situated on the above-described property shall be a nature and bike trail (“Trail”) to be constructed by Rush-Hal Development, LLC.
- b. Said Trail shall be constructed in conformity with the specifications of the City of Conway’s street department.

- c. Said impact fee credit shall be applicable for the use of Rush-Hal Development, LLC for the following projects: Charleston Place, current and future phases of Campbell Cove, Cherry Hill, and Winterbrook Phase III.

5. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

City of Conway, Arkansas

By: _____
Bart Castleberry, Mayor

ATTEST:

By: _____
City Clerk/Treasurer

ACCEPTANCE OF OFFER: I, Harold H. Crafton, [Operating Manager], hereby accept this offer and agree to the conditions set forth herein, on this ____ day of _____, 2019.

Rush-Hal Development, LLC

By: _____
Harold H. Crafton, Operating Manager

MEMO

City of Conway, Arkansas
 Jamie Brice, Purchasing Manager
 1201 Oak Street
 Conway, AR 72032
www.cityofconway.org

To: Mayor Bart Castleberry and City of Conway Council
CC: Joe Hopper Nathan Davis Felicia Rogers Jack Bell
From: Jamie Brice
Date: February 26, 2019
Re: Sanitation Trucks

The City of Conway Sanitation Department has obtained quotes and found the lowest price for garbage trucks to be available using the Sourcewell Procurement Cooperative Contract.

I would like to request Council approval to use the Sourcewell Contract 112014-THC with Mack and Freightliner for these purchases.

1-2019 Heil Half Pack Front Loader

Mack - \$275,082.00
 Peterbilt - \$278,760.00
 Autocar - \$299,642.00

1-2019 Heil PT-1000-13, 13yd rear load

Mack - \$175,158.36
 Freightliner - \$156,790.50
 International - \$157,790.58

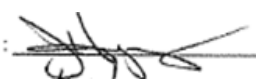
Sincerely,



Jamie Brice
 Purchasing Manager
 City of Conway

Department Head Acknowledgement

Name: JOE HOPPER

Signature: 

Date: 2/20/19



**City of Conway, Arkansas
Ordinance No. O-19-____**

AN ORDINANCE SETTING RENTAL FEES FOR PAVILIONS AND BASEBALL/SOFTBALL FIELDS WITHIN THE CONWAY PARKS & RECREATION DEPARTMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the Conway Parks & Recreation Department has determined that there is a need to revise the rental fees for all pavilions and baseball / softball fields that are managed by the Conway Parks and Recreation Department; and

Whereas, this ordinance sets the rental fees for all pavilions and baseball / softball fields managed by the Conway Parks and Recreation Department.

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

Section 1. The following rental fees will be set as indicated below:

- All Pavilions and Kris Allen Stage (Simon Park)
From \$25.00 per day to \$50.00 per day
- Baseball and Softball Practice Field Rental
From no charge to \$30.00 per 1 ½ hour

Section 2. This service will start on Monday, March 4th, 2019.

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 26th day of February 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

MEMORANDUM

TO: City Council Members/Mayor Bart Castleberry
FROM: Chief Jody Spradlin
DATE: February 26, 2019
SUBJECT: Request for disposal of assets

The attached listing details items to be removed from the fixed assets. All items on this list are obsolete or broken and are no longer in use within the department. I would like to request approval to remove these from our inventory and to dispose of them. These items will be destroyed and thrown away.

Thank you for your consideration.



City of Conway, Arkansas
Ordinance No. O-19-_____

AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF POLE CAMS FROM TACTICAL VIDEO FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the Conway Police Department needs to purchase Pole Cams to upgrade the current system for our department; and

Whereas, Tactical Video is the sole source provider for the Pole Cam products, therefore, it is the desire of the City Council to waive bids.

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

Section 1. The City of Conway shall accept Tactical Video as the sole source provider and hereby waive competitive bid requirements for the Pole Cam system upgrade at a cost of \$38,936.06.

Section2. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 26th day of February, 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-19-__**

AN ORDINANCE ACCEPTING A PROPOSAL AND APPROPRIATING FUNDS TO REMODEL A PORTION OF THE ANIMAL WELFARE BUILDING, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the Animal Welfare Department would like to remodel the surgery room, cat room, storage room and hallway and request that Council accept the Proposal from Kordsmeier Remodeling Service, Inc.; and

Whereas, the Conway Animal Welfare Unit has available funding from the City of Conway Animal Welfare Ad Valorem Fund and request an appropriation in the amount of \$30,000 to cover all cost associated with this project.

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

Section 1. The City of Conway shall accept the proposal from Kordsmeier Remodeling Service, in the amount of \$26,872.84; with prior approval from the Office of the Mayor. All approvals must include a hold harmless clause for the City of Conway.

Section 2. The City of Conway shall appropriate additional funding in the amount of \$30,000 from the Animal Welfare Ad Valorem Fund Balance Appropriation Account 222.127.4900 into 222.127.5904 CIP-Building Improvements.

Section 3. That any ordinances in conflict herewith are hereby repealed to the extent of that conflict.

Section 4. That this ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 26th day of February, 2019

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway
Procurement Department
RFP
www.conwayarkansas.org

City of Conway, Arkansas
Procurement Department
1201 Oak Street
Conway, AR 72032
501.358.6810

2019-1903 AWU Building Remodel

Bid Opening Date: February 20, 2019, 2:00 p.m. Local Time, City Hall Downstairs Conference Room

<u>Bidder's Name</u>	<u>Turnaround Time</u>	<u>Years of Experience</u>	<u>Total Bid Amount</u>
C&D Construction	30 Day	25 Years	\$37,000
Heigel Solutions	30 Day	10 Years	\$23,734
Korsdmeier Remodeling	3 Weeks	54 Years	\$26,872.84



City of Conway
Human Resources Department
City Hall
1201 Oak Street
Conway, Arkansas 72032
www.conwayarkansas.gov

Date: February 19, 2019

To: Mayor Bart Castleberry

Cc: David Grimes Theo Jones Wesley Pruitt
 Andy Hawkins Mark Ledbetter Mary Smith
 Shelia Isby Shelly Mehl

From: Lisa Mabry-Williams

Subject: Employees' Defined Benefit Pension Plan – Meridian Investment Advisory Agreement

The Employees' Pension Plan Advisory Committee (EPPAC) has received an investment advisory agreement from our current investment provider/manager, Meridian Investment. The City Council will need to authorize the mayor to sign the agreement on behalf of the City.

The City Attorney, Chuck Clawson, has reviewed the agreement and prepared a report during EPPAC's last regularly scheduled meeting. Based on Mr. Clawson's report and the committee members own review, EPPAC voted unanimously to send the agreement to the City Council with a recommendation to enter into the agreement and continue the City's relationship with Meridian Investment.

The committee noted the following important portions of the agreement:

- The City can terminate the agreement at any time with thirty (30) days written notice
- The fee schedule for Meridian has been lowered, which is a huge benefit to the City and the plan participants
- Meridian provides clear, concise, readable reports on a regular basis
- The EPPAC has been very pleased with the work Meridian Investment has done and would like to continue this relationship

EPPAC respectfully requests, with your approval, that the Meridian Investment Advisory Agreement be placed on the City Council agenda on February 26, 2019 for approval.



**City of Conway, Arkansas
Ordinance No. O-19-_____**

AN ORDINANCE AMENDING O-87-16 PROVIDING FOR THE REMOVAL FROM OFFICE OF MEMBERS OF BOARDS AND COMMISSIONS FOR GOOD CAUSE OF SAID BOARDS AND COMMISSIONS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

Whereas, the attendance by members of the boards or commissions of the City of Conway is vital for proper administration of government functions; and

Whereas, there is no procedure for removing members of City boards or commissions for failure to attend meetings or for other good cause; and

Whereas, it is necessary and indispensable that members of the City boards or commissions be in attendance at the meetings of said boards or commissions; and

Whereas, it is equally as important that members of boards or commissions conduct themselves with professionalism and integrity at all times as to live up to the confidence placed in them by the Conway City Council in appointing them to their respective positions.

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

Section 1: That it is the public policy of the City of Conway that members of boards or commissions of the City of Conway be in attendance if possible at all meetings of said boards or commissions.

Section 2: That inherent in the appointment to a board or commission there is an expectation that the appointee will conduct themselves in a professional, honorable manner at all times so as not to impugn the integrity of the City Council who appointed them or the board or commission to which they have been appointed.

Section 3: As used in this section "Good Cause" shall include, but not be limited to:

- (a) Chronic discourteous behavior to other board or commission members, staff or the general public;
- (b) Conduct constituting a criminal offense;
- (c) Gross dereliction of duty;
- (d) Gross abuse of authority; and
- (e) Three (3) unexcused absences within one (1) year.
- (f) Excused absence shall be an illness that confines the person to home or hospital or takes them out of the city due to emergency.

Section 4: That a member of a board or commission may be removed from service for Good Cause by a 2/3 vote of the City Council after notice and hearing.

Section 5: That the chairman of each board and commission of the City of Conway shall maintain attendance records on all members of his or her respective board or commission, and upon any member being absent three times without an excused absence within one (1) year, then the chairman of said board or commission shall advise the Mayor of the member's absences.

Section 6: That it shall be the responsibility of all members of the board or commission to notify the chairperson and Mayor if they become aware of information that would be Good Cause grounds for removal of a member.

Section 7: Failure to notify in Sections 5 or 6 could be grounds from removal of the member who withheld the information.

Section 8: That upon receiving information of Good Cause, the Mayor shall set the issue of removal for a hearing on the City Council meeting agenda within 30 days and notify the member who is alleged to have shown Good Cause for removal.

The notice to the member shall include:

- i. The dates of the absences and/or other reasons or facts supporting Good Cause;
- ii. Inform the member of the date of the City Council meeting the hearing is set;
- iii. Explain the process of the hearing including the member will have an opportunity to be heard and present evidence as to why they should not be removed from their position or refute the evidence presented against them;
- iii. Inform the member they have the option to waive a hearing by providing a written resignation at any time before the scheduled hearing.

Section 9: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of that conflict.

Section 10: That it is ascertained and declared that it is necessary for the public peace and welfare of the citizens of the City of Conway, Arkansas, an emergency is hereby declared to exist and this ordinance shall take effect and be in force from and after its passage and publication.

Passed this 26th day of February, 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer