

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



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, September 14th, 2021, City Council Agenda
Conway Municipal Building - City Council Chambers - 1111 Main Street, Conway, AR 72032

5:30pm Committee:

Discussion of the CFD Station #3

6:30pm:

City Council Meeting

Call to Order:

Bart Castleberry, Mayor

Roll Call:

Michael O. Garrett, Clerk/Treasurer

Minutes Approval:

August 24th, 2021

A. Public Hearing

1. Public hearing to discuss the closure of a portion of a utility easement on lots 17 and 5-B at the crossing at Audubon.
 - a. Ordinance to approve the closing of a portion of a utility easement on lots 17 and 5-B at the crossing at Audubon.

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

1. Resolution to approve the issuance of hospital revenue refunding bonds for the Health Facilities Board.
2. Resolution to appropriate funds for a matching grant for the Tiny Toads Public Arts Project for the Public Art Board.
3. Resolution authorizing the City to obtain a matching grant from FEMA and the Arkansas Department of Emergency Management for Centennial Creek Drainage for the Transportation Department.
4. Ordinance to authorize the addition of one Construction Inspector position for the Transportation Department.
5. Consideration to approve a contract with Cox McLain Environmental Consulting (CMEC) to handle the resurvey of the Conway Commercial Historic District.
6. Ordinance to authorize changes within the Planning & Development and Permits & Inspections.
7. Ordinance to amend the Conway Zoning Code concerning Short Term Rentals for Transient Occupation.

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

1. Consideration to approve the disposal of assets for the Physical Plant.

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

1. Ordinance appropriating funds for Station #3 building for the Fire Department.

2. Ordinance appropriating funds to replenish the overtime expense account for the Fire Department.
3. Ordinance appropriating funds to replenish the overtime and fuel budget for the Police Department.
4. Ordinance appropriating asset forfeiture funds for the Police Department.
5. Ordinance appropriating reimbursements funds from various entities for the Police Department.
6. Ordinance to waive the bids for the purchase of a physical abilities testing equipment for Police Department.

E. Old Business

1. Resolution authorizing the mayor to enter into an agreement to acquire property located at 1203 N. Museum Road for the relocation of District Court.
2. Resolution authorizing the mayor to enter into a real estate contract to acquire property located at 450 Corporate Drive for the future Community Center & Aquatic Facility.

Adjournment



City of Conway, Arkansas
Ordinance No. O-21-

AN ORDINANCE CLOSING PORTIONS OF AN UTILITY EASEMENT ON LOTS 17 AND 5-B, THE CROSSING AT AUDUBON, IN THE CITY OF CONWAY, ARKANSAS:

WHEREAS, a petition was duly filed with the City of Conway, Arkansas on the 6th of August 2021 by Bill & Julie Adkisson and Tobey & Lindsay Koehler asking the City Council to vacate and abandon the 10 foot utility easement running roughly west to east through Lot 5-B and Lot 17, The Crossing at Audubon; and

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a utility easement herein described; that all the owners of the property abutting upon the portion of the easement to be vacated have been afforded the opportunity to file with the council their written consent to the abandonment; and the public interest and welfare will not be adversely affected by the abandonment of this portion of the easement.

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons its rights, together with the rights of the public generally, in and to the portions of the easement, designated as follows:

The ten-foot utility easement running roughly west to east from the western property line of Lot 5-B to the eastern property line of Lot 17, all contained in the Crossing at Audubon Subdivision.

Section 2. A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Resolution No. R-21-

A RESOLUTION APPROVING THE ISSUANCE OF HOSPITAL REVENUE REFUNDING BONDS, TAXABLE SERIES 2021, BY THE CITY OF CONWAY, ARKANSAS HEALTH FACILITIES BOARD (CONWAY REGIONAL MEDICAL CENTER); AND PRESCRIBING OTHER MATTERS RELATING THERETO:

WHEREAS, pursuant to the Constitution and laws of the State of Arkansas, including, particularly, the Public Facilities Boards Act, Arkansas Code Annotated Sections 14-137-101 *et seq.* (1998 Repl. & 2019 Supp.) (the “Act”), the City of Conway, Arkansas Health Facilities Board (Conway Regional Medical Center) (the “Board”) was created by Ordinance No. O-99-57, adopted on June 22, 1999 (the “Creating Ordinance”), for the purpose of assisting in the financing and refinancing of “health care facilities,” within the meaning and scope of the Act, for the benefit of Conway Regional Medical Center, Inc., an Arkansas nonprofit corporation (the “Corporation”); and

WHEREAS, pursuant to the Act and the Creating Ordinance, such health care facilities may be located within or near the City; and

WHEREAS, the provisions of Section 4 of the Creating Ordinance require the approval by resolution of the City Council prior to any issuance of bonds by the Board; and

WHEREAS, by resolution dated September 14th, 2021, the Board, in accordance with the Act, has authorized the issuance of its Hospital Revenue Refunding Bonds, Taxable Series 2021, in aggregate principal amount not to exceed \$14,975,000 (the “Series 2021 Bonds”), such authorization and issuance to be subject to the approval of the City Council; and

WHEREAS, a portion of the proceeds of the Series 2021 Bonds will be utilized for the purpose of refunding of the Board’s outstanding Hospital Revenue Improvement Bonds, Series 2012 (the “Series 2012 Bonds”), originally issued to finance the acquisition, construction and equipping of various improvements to Conway Regional Medical Center; and

WHEREAS, the City Council has determined that the public purposes for which the Series 2021 Bonds are to be issued serve a proper need:

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

Section 1. That the issuance by the Board of the Series 2021 Bonds in the aggregate principal amount of up to \$14,975,000 is hereby approved as required under the provisions of the Creating Ordinance.

Section 2. That by the adoption of this Resolution, the City is not assuming any direct or indirect financial responsibility for the payment of the Bonds.

Section 3. That the provisions of this Resolution are hereby declared to be separable and if any provisions shall for any reason be held illegal or invalid, such holdings shall not affect the validity of the remainder of this Resolution.

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Resolution No. R-21-**

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF CONWAY TO APPROPRIATE FUNDS TO MATCH GRANT FUNDING FOR THE TINY TOADS PUBLIC ARTS PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Conway understands the Conway Downtown Partnership is eligible to submit a grant application to fund the Tiny Toads public art project by way of the Division of Arkansas Heritage’s Public Art Grant Program; and

WHEREAS, the City of Conway understands the Public Art Grant provides a maximum award of \$10,000 with a one to one match; and

WHEREAS, this City of Conway wishes to partner with the Conway Downtown Partnership on this grant application and the public art project.

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

Section 1. The City of Conway pledges its support and willingness to partner with the Conway Downtown Partnership on the Tiny Toads public art project for the purposes of making a grant application for the Division of Arkansas Heritage’s Public Art Grant Program.

Section 2. The City of Conway expresses its willingness to appropriate up to \$10,000 to supply a full match for the grant should the Conway Downtown Partnership be awarded the grant for the Tiny Toads public art project.

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Resolution No. R-21-**

A RESOLUTION AUTHORIZING THE MAYOR TO OBTAIN A MATCHING GRANT FROM FEMA AND THE ARKANSAS DEPARTMENT OF EMERGENCY MANAGEMENT “BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC)” GRANT PROGRAM: AND FOR OTHER PURPOSES

WHEREAS, the City of Conway seeks to address the flooding hazard of the Centennial Creek Drainage area and wishes to seek federal grant funding assistance; and

WHEREAS, in order to obtain the funds necessary to complete a study of the Centennial Creek area, it is necessary to obtain a matching grant from FEMA and the Arkansas Department of Emergency Management “Building Resilient Infrastructure and Communities (BRIC)” Grant Program; and

WHEREAS, a notice of intent form for the grant has been submitted to the Arkansas Department of Emergency Management; and

WHEREAS, if the notice of intent is selected by the Arkansas Department of Emergency Management, then the city will be eligible to apply with FEMA; and

WHEREAS, the total project cost is estimated to be \$144, with the local cost share of 25% to a maximum amount of \$36,100.

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

Section 1. The Mayor is hereby authorized to submit an application to the Arkansas Department of Emergency Management for Building Resilient Infrastructure and Communities grant for the city; therefore, such application will be submitted as expediently as possible.

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

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-21-

AN ORDINANCE AUTHORIZING THE ADDITION OF ONE (1) CONSTRUCTION INSPECTOR POSITION IN THE TRANSPORTATION DEPARTMENT, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

WHEREAS, the Transportation Department has determined that it can more effectively and efficiently manage City property and resources through an increase in an additional support staff personnel, the addition of one (1) Construction Inspector; and

WHEREAS, the annual salary for the Construction Inspector position is \$76,125.00; and

WHEREAS, no budget adjustment is required for the remainder of the 2021 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 Transportation Department is increased by one (1) additional full time Construction Inspector position with an annual salary of \$76,125.00.

Section 2. No additional salary funds are required for this staffing adjustment in 2021.

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 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



CITY OF CONWAY
Planning and Development

1111 Main Street
Conway, AR 72032

T 501.450.6105
F 501.450.6144

www.conwayarkansas.gov

September 7th, 2021

Re: **Conway Commercial Historic District Contract**

Mayor and Council Members,

Enclosed with this memo is a contract with Cox McLain Environmental Consulting (CMEC) to handle resurvey of the Conway Commercial Historic District. The city received a \$19,000 grant from the Arkansas Historic Preservation Program to conduct this work. There was no required city match for the project.

CMEC was selected following a request for proposals due to their ability to deliver quality results using the latest technology and direct integration with GIS. Our department has working, as time permits, to make our many public history resources more directly accessible to the public.

Please contact me at (501) 450-6105 or james.walden@conwayarkansas.gov if you have any questions or concerns.

Respectfully,

A handwritten signature in blue ink, appearing to be "JPW", with a long horizontal line extending to the right.

James P. Walden, AICP
Director of Planning and Development

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of the ____ day of September, 2021, by and between the City of Conway, Arkansas (hereinafter referred to as the “Client”), and Cox McLain Environmental Consulting, Inc., a Texas Corporation doing business at 8401 Shoal Creek Boulevard, Suite 100, Austin, Texas 78757 (hereinafter referred to as the “Consultant”).

WHEREAS, the Client desires the preparation of the “Resurvey of the Conway Commercial Historic District”;

WHEREAS, the Client desires to engage the Consultant to provide the professional services required for this projects; and

WHEREAS, the Consultant desires to undertake the project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Services.** The Consultant agrees to provide services for the “Resurvey of the Conway Commercial Historic District” for the Client. The services to be performed are described below. The Client agrees to provide review and input to the Consultant for all work completed. Furthermore, the Client shall be responsible for providing all data in its possession including but not limited to photographs, owner contact information, property history, etc. to assist the consultant in their work.

The specific Scope of Work is included in Appendix A.

2. **Term & Schedule.** This Agreement shall take effect as of the date first set forth above, and shall remain in full force and effect until the project is completed, unless terminated as provided in Paragraph 4(A). All work requirements for this project shall be met by no later than March 31st, 2022. Milestones for the project shall be completed as indicated in the Project Schedule included in the Scope of Work within Appendix A.

3. **Compensation and Reimbursement.**

- A. Amount of Compensation and Reimbursement. The Client shall compensate the Consultant for its services and reimburse the Consultant for its expenses. It is agreed that the total compensation and expense reimbursement to be paid for the professional services provided under this Agreement shall be a lump sum of **\$19,000**.

B. Method of Compensation and Reimbursement. The Consultant shall submit monthly invoices to the Client for the Consultant's services based upon the percentage of completion of each project phase up to 90 percent of the total sum amount of the contract. The Consultant shall bill the remaining 10 percent upon completion and delivery of all final products. Monthly invoices shall include documentation reimbursable expenses. The compensation to the Consultant is a lump sum approach. This approach is intended to provide financial certainty to both parties for this project. The Client shall make payments within thirty (30) days of the Client's receipt of invoices.

4. General Terms and Conditions.

A. Termination of Agreement: The parties shall have the right to terminate this Agreement, with or without cause, by giving written notice to the non-terminating party of such termination and specifying the effective date thereof. Notice shall be given at least fifteen (15) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Agreement shall become the Client's property. The Consultant shall be entitled to receive compensation in accordance with the Agreement for that portion of the work which has been completed pursuant to the terms of this Agreement prior to the date of termination.

B. Changes. The Client may periodically request changes in the Scope of Work of the Consultant to be performed hereunder. Such changes, including the amount of the Consultant's compensation, that are mutually agreed upon between the Client and the Consultant, shall be in writing and, upon execution by both parties, shall become part of this Agreement.

C. Assignability. Any assignment or attempted assignment of this Agreement by the Consultant without the prior written consent of the Client shall be void. However, any claims for money due, or to become due, to the Consultant from the Client under this Agreement may be assigned without such approval. Written notice of any such assignment or transfer shall be furnished to the Client.

D. Audit. The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are pertinent to Consultant's performance under this Agreement, as the Consultant maintains them in the ordinary course of business, for the purposes of making an audit, examination, or excerpts. The Client's review of the Consultant's materials described above shall occur at a mutually agreeable time. The Consultant agrees to maintain records relating to the project that is the subject of this Agreement for three (3) years after this Agreement terminates.

E. Ownership of Documents. Upon receipt of full and final payment, reports,

studies, plans, graphics, presentations, and other materials prepared by the Consultant in connection with this Agreement shall be the property of the Client. However, the Consultant shall have the right to identify the Client and to describe and exhibit the work done pursuant to this Agreement in the course of the Consultant's marketing, professional presentations, and for other business purposes.

The Consultant shall grant the Client, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the consultant, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

The Consultant will provide a digital copy of all final products created to the Client and Arkansas Historic Preservation Program (AHPP) in addition to one (1) printed full-color copy of the final deliverable to AHPP. The Consultant will also provide copies of any ancillary work product or information compiled or generated by the Consultant in the course of preparing work products on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.

- F. Assignment of Rights. Upon receipt of full and final payment, the Consultant assigns to the Client all rights to the work that the Consultant prepared, developed, or created for the Client pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; and 4) to display the work publicly. The Consultant shall have the right to identify the Client and to describe and exhibit the work done pursuant to this Agreement for marketing, professional presentations, and for other business purposes.
- G. Governing Law. This Agreement shall be governed by the laws of the State of Arkansas. The Consultant shall comply with all applicable state and federal laws and regulations and resolutions of the Client.
- H. Subconsultants. The Consultant shall not use any subconsultant without approval of the Client and AHPP.
- I. Notices. Any notice from the Consultant to the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

James Walden, AICP
Director of Planning & Development
City of Conway
1111 Main Street
Conway, AR 72032

Any notice to the Consultant from the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Emily Reed
CMEC
8401 Shoal Creek Blvd
Ste 100
Austin, Texas 78757

Notices from one party to the other shall be deemed effective upon confirmed receipt. Either party may change its address or contact person by written notification to the other party.

- 5. Indemnification.** The Consultant shall indemnify and hold the Client harmless from and against all claims, costs, suits, actions and expenses, including attorney's fees, made or occasioned by any act and/or omission of the Consultant or its agents or subconsultant(s) in connection with performance of the Consultant's obligations under this Agreement to the extent allowed by law. The Client agrees to indemnify and hold harmless the Consultant against any and all claims, costs and expenses, including attorney's fees, occasioned by any act and/or omission of the Client or its agent(s) relating to the consultant's professional services that are the subject of this Agreement to the extent allowed by law.
- 6. Independent Consultant.** Both parties agree that the Consultant and its subconsultants are independent consultants. The Consultant, its agents and subconsultants, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.
- 7. Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Client and the Consultant. It supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Client and the Consultant, except that the parties may orally modify the time for performance of the Agreement.
- 8. Mediation and Arbitration.** Any disputes arising out of this Agreement shall be subject to arbitration. Prior to filing any arbitration the Client and Consultant may elect to attempt non-binding mediation under the prevailing laws of the State of Arkansas to resolve any disputes, if mutually agreed

upon. The parties agree that any disputes concerning the terms and conditions of this Agreement that cannot be resolved after consultation and discussion between the parties or by mediation shall be submitted and finally settled by arbitration. Any arbitration shall be conducted under the rules of the American Arbitration Association. Mediation or arbitration conducted under this Agreement shall occur in Conway, Arkansas.

9. Protections from Discrimination. The Consultant and all subconsultants shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

10. Miscellany. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the parties hereto. A waiver of a breach of any of the provisions shall not be construed as a continuing waiver or other breaches of the same or other provisions thereof.

Cox McLain Env. Consulting, Inc.

CITY OF CONWAY, ARKANSAS

By: _____

By: _____

Bart Castleberry

Title: _____

Title: Mayor

Date: September 15, 2021

Date: September 15, 2021

Services to be Provided by the Consultant

The consultant shall conduct fieldwork to survey the existing Conway Commercial Historic District and document all resources within the boundary, which is estimated to encompass approximately 125 primary resources. The resources shall be documented according to the standards and procedures set forth in the Arkansas Historic Preservation Program (AHPP) Survey Manual. Prior to commencing any work under the contract, the Consultant shall contact the AHPP National Register Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. The Consultant shall provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.

Deliverables:

- Arkansas Architectural Resources Form for each documented resource, including:
 - Site plan
 - Information specific to the property for which the survey form is prepared that summarizes any new information not previously documented
 - UTM coordinates
 - For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property.
- Color digital photography
 - Photographs of each documented resource, showing all façades of each building.
 - Representative streetscape photographs
 - These photographs will be submitted with the final survey product in both electronic and print form
- Brief survey report including:
 - A brief historic context specific to the area surveyed that summarizes the existing NRHP historic district context
 - A brief overview of historic resource types within the area surveyed
 - Maps outlining the boundaries of the area surveyed
 - Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
 - Maps locating properties by resource number and address
 - The Consultant shall provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.
- Language collected on Arkansas Architectural Resources Forms in an organized, sortable, searchable, digital format; such as a database, spreadsheet, GIS data, or similar data file.

Assumptions

- Research will be conducted to the extent possible given potential coronavirus restrictions; any such limitations will be noted in the report.
- The City will supply the CMEC team with a consolidated matrix of comments received on the draft survey report. The matrix will be reviewed by the City's point of contact for consistency and appropriateness. Any requested revisions will be related to substantive comments and not copy edits.

Task	Working Days Duration	Start	Finish	Calendar days
Consultant selection	30	Wednesday, May 26, 2021	Wednesday, July 7, 2021	42
Project initiation/contract execution	50	Wednesday, July 7, 2021	Wednesday, September 15, 2021	70
Fieldwork preparation	15	Wednesday, September 15, 2021	Wednesday, October 6, 2021	21
Fieldwork window	10	Wednesday, October 6, 2021	Wednesday, October 20, 2021	14
Prepare/submit 10 survey forms to SHPO	10	Wednesday, October 20, 2021	Wednesday, November 3, 2021	14
Finalize data and recommendations and perform QA/QC	45	Wednesday, October 20, 2021	Wednesday, December 22, 2021	63
Prepare draft report	15	Thursday, December 2, 2021	Thursday, December 23, 2021	21
<i>City review (14 calendar days)</i>	<i>10</i>	Thursday, December 23, 2021	Thursday, January 6, 2022	14
<i>Revisions</i>	<i>5</i>	Thursday, January 6, 2022	Thursday, January 13, 2022	7
<i>SHPO review (30 calendar days)</i>	<i>21</i>	Thursday, January 13, 2022	Friday, February 11, 2022	29
Prepare final report and deliverables	20	Friday, February 11, 2022	Friday, March 11, 2022	28



**City of Conway, Arkansas
Ordinance No. O-21-**

AN ORDINANCE AUTHORIZING CHANGES WITHIN THE PLANNING AND DEVELOPMENT, AND PERMITS AND INSPECTIONS DEPARTMENTS, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

WHEREAS, the Planning and Development department has determined that there is a need to reorganize the department; and

WHEREAS, the Planning and Development department’s current staffing includes a Director of Planning and Development, one Assistant Director of Planning and Development, one GIS Manager, two Planners, and two Administrative Assistant IIs, one Director of Permits and Inspection, four Building Inspectors; and

WHEREAS, the Planning and Development department requests the creation of certain titles and salaries; and

WHEREAS, the changes will have no financial impact on the 2021 Planning and Development department budget.

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

Section 1. The following titles and salaries shall be created in addition to any existing titles:

Assistant Director of Planning and Development w/ AICP	\$71,035
Senior Planner	\$58,974
Senior Planner w/ AICP	\$59,974
Planner II	\$54,606
Planner II w/ AICP	\$55,606
Planner I	\$51,012
Planner I w/ AICP	\$52,012
Planning Coordinator – Office Manager	\$43,120
Permits Coordinator – Office Manager	\$43,120
Planning Technician	\$39,986
Permits Technician	\$39,986

Section 2. The following position from the list above will be the only newly authorized position to be funded from existing 2021 Planning and Development budget salary savings: (1) Permits Technician

Section 3. The authorized staffing levels in the Planning and Development Department shall be set at one Director of Planning and Development, one Assistant Director of Planning and Development, one GIS Manager, two Planner Is, and one Planning Technician.

Section 4. The authorized staffing levels in the Permits and Inspections Department shall be set at one Director of Permits and Inspections, four Building Inspectors, and two Permit Technicians.

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

Section 6. 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 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



CITY OF CONWAY
Planning and Development

1111 Main Street
Conway, AR 72032

T 501.450.6105
F 501.450.6144

www.conwayarkansas.gov

September 7th, 2021

Re: Planning and Development Department Restructure Ordinance

Mayor and Council Members,

Enclosed with this memo is an ordinance for the restructure of the Planning and Development Department. This ordinance achieves the following:

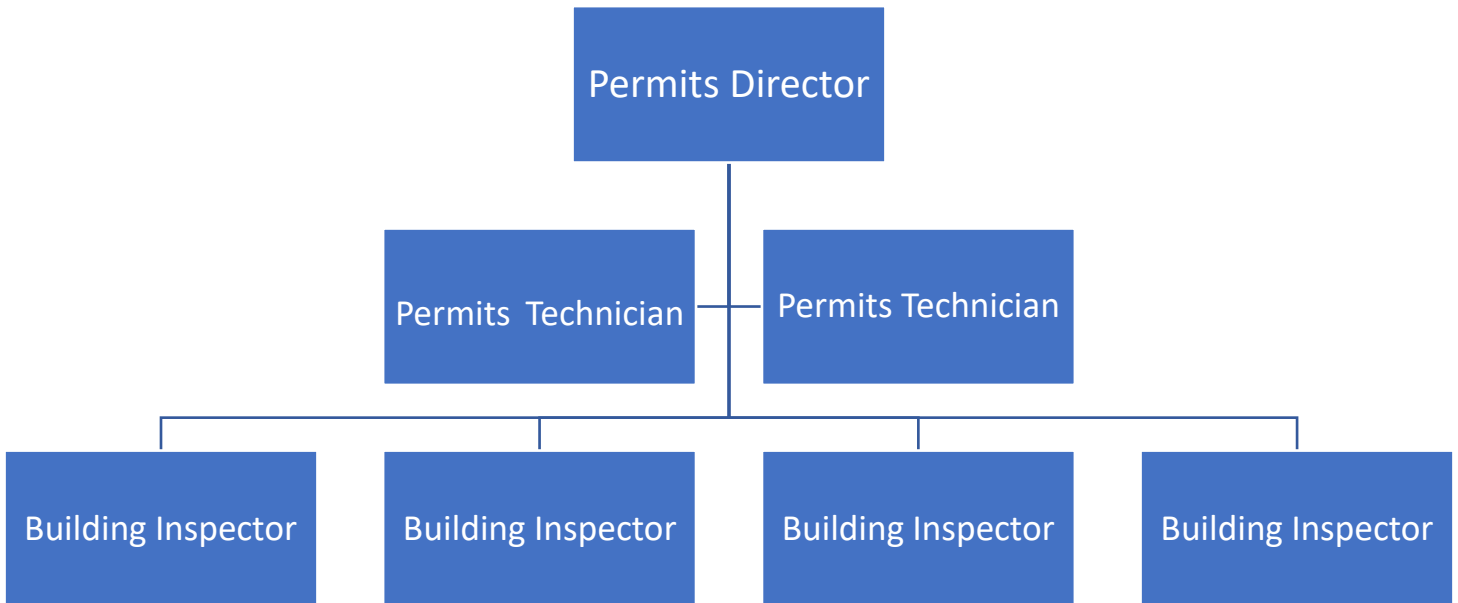
- 1) **Creation of a new Permits Technician position.** Permits and Inspections recently lost a Permits Technician to another department. It was determined that the current workload for this position is too large, and a second position is necessary. Previously, two positions existed for that title. However, one position was moved to Physical Plant and Code Enforcement with the split of Code Enforcement from Permits and Inspections. *This position will have no 2021 budgetary impact and will be funded through salary savings from positions previously held open earlier this year. No additional positions will be funded or authorized with the ordinance.*
- 2) **Creation of new titles.** The ordinance will create several new titles that may be authorized in later budget years. These titles are being created to provide opportunities for promotion of staff as they gain experience and expertise. The titles will provide meaningful advancement opportunities that can be utilized to incentive staff along their career path. *With the exception of conversion of the existing titles of Planner to Planner I and Admin II to Permit Technician and Planning Technician, none of these positions will be authorized at this time. No raises are being provided through this ordinance.*
- 3) **Recognize employee certification.** Several of the titles have variants that indicate "with AICP". This is intended to recognize employees that go through the rigorous application and testing process to be inducted into the American Institute of Certified Planners. AICP is a national certification for planning professionals that requires passage through a difficult application process, a 2-3 hour test, and ongoing professional education requirements.

Please contact me at (501) 450-6105 or james.walden@conwayarkansas.gov if you have any questions or concerns.

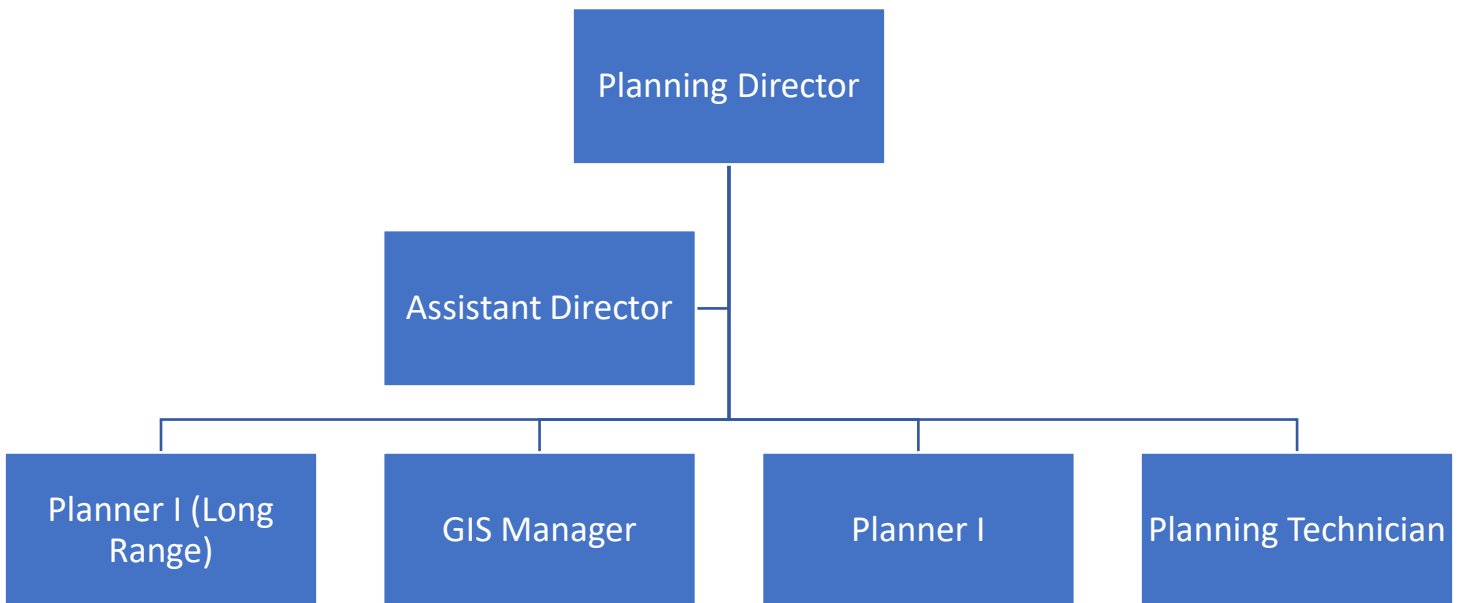
Respectfully,

James P. Walden, AICP
Director of Planning and Development

Permits and Inspections



Planning and Development





City of Conway, Arkansas
Ordinance No. O-21-

AN ORDINANCE AMENDING THE CONWAY ZONING CODE ESTABLISHING STANDARDS FOR SHORT TERM RENTALS FOR TRANSIENT OCCUPATION:

WHEREAS, it is desirable to establish standards for the regulation of short term rentals and include these regulations in the Conway Zoning Code; and

WHEREAS, The Conway Planning Commission has prepared amendments to the Conway Zoning Code, gave proper public notice in accordance with Arkansas Code Annotated § 14-56-422, held a duly authorized public hearing on August 16th, 2021, and adopted the prepared amendments.

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

Section 1. The Conway Zoning Code be amended as follows:

Section 301.2 DEFINITIONS OF TERMS AND USES.

Bed and Breakfast: A dwelling unit that contains no more than ten (10) guest rooms where lodging, with or without meals, is provided for compensation for a term of less than 30 days.

Short Term Rental: The rental of no more than one entire dwelling with no more than five (5) sleeping rooms to one (1) family or no more than eight (8) persons not related by blood, marriage, custodial relationship, or guardianship for less than thirty (30) days with or without the owner living on the premises.

Section 601.29 SHORT TERM RENTALS

Requirements applying to Short Term Rentals are as follows:

- A. General. The purpose of these provisions are to provide guidelines that balance the right for city homeowners to utilize the benefits of Short Term Rental units while protecting the health, safety, and welfare of the entire community. Additionally, these provisions seek to protect the users of Short Term Rentals.
- B. All Short Term Rentals shall obtain and maintain a Short Term Rental license to operate within city limits. To obtain a Short Term Rental license, application shall be made to the Conway City Clerk's office and the following information is required:
1. Applicant Information: The applicant shall be the property owner or provide written authorization to act on the behalf of the property owner. The applicant shall provide their name, address, applicable business entity information, and authorization of agency.
 2. Insurance: The applicant shall provide an up-to-date certificate of insurance documenting that the dwelling is insured as a Short Term or vacation rental with a general commercial liability policy of at least one million dollars (\$1,000,000) of coverage.
 3. Inspection: The potential short term rental shall be inspected by the Fire Marshal and Chief Building Official or his/her designee for compliance with the Arkansas Fire Prevention Code regarding all applicable provisions including those for transient accommodation.

4. Local Property Representative: The applicant shall designate a local property representative who shall be available twenty-four (24) hours per day, seven (7) days per week, for the purpose of:

- a. Responding within one (1) hour to complaints regarding the condition, operation, or conduct of occupants of the Short Term Rental;
- b. Taking remedial action to resolve any such complaints.

The name, address, and telephone contact number of the property owner and the local property representative shall be kept on file with the Conway City Clerk's office and Conway Police Department. The failure to provide the contact information, failure to keep the contact information current, failure to respond in a timely manner to complaints, or the occurrence of repeated complaints may result in the suspension or revocation of the Short Term Rental license.

5. Fee: An annual fee set according to the fee schedule adopted by the Conway City Council. The fee shall be submitted at the time of application/renewal for the Short Term Rental license. If no fee schedule is adopted, the annual fee shall be one hundred dollars (\$100).

6. A&P Tax Permit: The applicant shall be required to provide proof of a current Conway A&P Tax Permit prior to issuance of a Short Term Rental license.

C. License Renewal: Licenses issued during any part of a calendar year must be renewed the succeeding year. Annual license renewal applications must be submitted to the City of Conway by January 31st. A ten percent (10%) late fee shall be assessed for renewal applications submitted after March 1st. A thirty percent (30%) late fee shall be assessed for renewal applications submitted after April 1st. Licenses shall be deemed revoked if an application for renewal has not been made before May 1st.

D. Update of Information: If any information changes related to the applicant materials provided, the applicant shall be required to immediately provide an update of such information to the Conway City Clerk's office.

E. Revocation: Any Short Term Rental license may be revoked upon written notice by Certificate of Mailing by the Conway City Clerk for any of the following:

1. A false material statement or misrepresentation has been made in, or in support of, the application;
2. A change occurs in any material fact upon which the Short Term Rental license was issued that has not been reported to the City Clerk as a change to the required applicant materials within thirty (30) days of the change;
3. The Short Term Rental has been the site of a violation of any provision of law, or otherwise fails to meet sanitation standards, Arkansas Fire Prevention Code requirements regarding all applicable provisions including those for transient accommodation, or other applicable standards established by local, state, or federal law.
4. The local property representative failed to timely respond to two (2) or more complaints within any twelve (12) month period.

F. Revocation Appeal: Any holder of a Short Term Rental license which is revoked by the City Clerk may appeal such decision to the Conway City Council within thirty (30) days of issuance by Certificate of Mailing of revocation by the Conway City Clerk. Appeal review by the Conway City Council shall be on the basis of determining factual compliance by the applicant with the provisions of this Code and in

determining if the severity of noncompliance warrants revocation due to consistent lack of effort by the applicant to correct known issues.

G. Information Packet: A packet of information shall be provided to renters and posted noticeably in the common area of the Short Term Rental, summarizing guidelines and restrictions applicable to the Short Term Rental use, including:

1. Information on maximum occupancy;
2. Applicable noise and use restrictions;
3. Location of off-street parking;
4. Direction that trash shall not be stored within public view, except within proper containers for the purpose of collection, and provision of the trash collection schedule;
5. Contact information for the local property representative;
6. Evacuation routes;
7. The renter's responsibility not to trespass on private property or to create disturbances; and;
8. Notification that the renter is responsible for complying with these regulations and that the renter may be cited or fined by the city for violating any provisions of this or any other applicable code.

H. Use: Short Term Rentals may only occur in a legally permitted and zoned single-family dwelling. All other transient use and Short Term Rentals shall meet the applicable standards and requirements for a bed and breakfast, hotel, or motel.

I. Parking: One (1) off-street parking space per bedroom rented shall be provided. Where on-street parking is available, up to two (2) spaces may be used to meet this requirement. These parking requirement shall not apply in C-1 or the C-MU district.

Section 2. That all ordinances in conflict herewith are hereby repealed to the extent of that conflict.

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



1111 MAIN STREET • CONWAY, AR 72032
(501) 450-6105 • planningcommission@conwayarkansas.gov

MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: James Walden, AICP – Planning and Development Director
Date: August 24, 2021

Re: Consideration to amend the Conway Zoning Code concerning regulation of Short Term Rentals for Transient Occupation

The City has received concern from community residents regarding the regulation for short term rental properties, primarily concern that no regulations exist. Short term rentals are houses used for short term stays of less than 30 days, commonly rented out via platforms such as AirBNB or VRBO. Planning Staff was requested to draft an amendment to the Zoning Code addressing the issue. The intent of the draft regulations is to approach the issue in an unrestrictive manner, while policing bad actors. The draft regulations require licensure, ensure A&P taxes are paid, require annual inspections, and require a local property representative to respond to complaints or issues that may arise.

The Planning Commission reviewed the request at its regular meeting on August 16, 2021 and voted 6-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.

MEMORANDUM

TO: City Council Members/Mayor Bart Castleberry

FROM: Spencer Clawson, CEPP Director

DATE: September 14, 2021

SUBJECT: Request for disposal of assets

The Code Enforcement & Physical Plant Department has the following items that are not being used due to damage and/or worn out:

- Coleman Powermate
- 2750 Pressure Washer
- Troy Bilt Pressure Washer
- Bolens Rototiller
- 2450 Troy Bilt Pressure Washer
- Bostitch Air Compressor 1.5 hp/6.0gl
- Bostitch Trim Gun
- Porter Cable Trim Gun
- Bostitch Nail Gun
- DeWalt Grinder
- Porter Cable Nail Gun x2
- Giant Gimmell
- Milwaukee Grinder
- Bostitch Nail Gun
- Evolution 180 Skill Saw
- DeWalt Grinder
- Bostitch Staple Gun
- Skill Router
- DeWalt Drill
- Pro Tech Miter Saw
- Ryobi Skill Saw Battery
- Black & Decker Drill
- DeWalt D21002
- Bosch B6100
- Hilti DX 35
- Makita Belt Sander
- DeWalt 56842
- Milwaukee Drill
- Skill Saw Circular Saw 5150
- Legand Skill Saw
- Skill Saw 5150

- Power House Sander 01884
- Senco Nail Gun
- DeWalt Belt Sander
- DeWalt Grinder
- Craftsman Belt/Disc Sander
- Black & Decker Hedge Treimmer
- Stihl Blower
- Black & Decker Auto Stop (hedge-trimmer)
- Shindaiwa Chainsaw
- Farm Hand Pro Chain Saw
- John Deere H20D

I would like to request approval to remove these items from our inventory listing and to dispose of them. These items will be disposed of rather than transferred due to the irreparable conditions.

Thank you for your consideration.



**City of Conway, Arkansas
Ordinance No. O-21-**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY FIRE STATION #3 BUILDING;
AND FOR OTHER PURPOSES**

WHEREAS, the City of Conway Fire Station #3 currently has a large amount of water damage, due to failure of the roof; and

WHEREAS, the City of Conway previously approved Crafton Tull to provide architectural services to redesign the building, replace damage, and repair the structure through R-21-68; and

WHEREAS, the City of Conway received two estimates from Crafton Tull for this project: remodel cost = \$925,163.90 or a new station = \$1,575,000.00. According to Crafton Tull, built in 1978 the building is in poor condition and is near the end of its useable lifespan.

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 not to exceed \$_____ for Fire Station #3 from the General Fund Balance Appropriation Account 001.119.4900 into the General Fund Fire Department Capital Building Account 001.131.5902.

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

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

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



August 26, 2021

Chief Mike Winter
1401 Caldwell Street
Conway, AR 72034

RE: CONWAY FIRE STATION #3 ASSESSMENT

Dear Chief Winter,

Per our site visit on August 24th, 2021, we have compiled a brief facility assessment for Conway Fire Station #3, which is located at 875 Enterprise Avenue. Built in 1978 the original portion of the building remains mostly the same and in poor condition. An addition was added in the early 2000's and, although newer, is also in poor condition.

The single story brick structure is approximately 4,200 s.f. and includes 2 apparatus bays, an open bunk-style sleeping area, bathroom, laundry area, kitchen, common room with an additional make-shift gathering space inside the apparatus bay, and support spaces. At this time: one fire engine, one (reserve) rescue truck, and 3 full-time staff working 48 hour shifts occupy the station.

Based on our initial observations and conversation with fire department personnel, it is evident that this building has sustained heavy water damage, and will continue to do so until the problems are rectified or the station is replaced. We do not believe this building is *currently* at risk of major structural failure; however, there are multiple, very significant issues that need to be addressed as soon as possible. The list below outlines some of the issues found when visiting Fire Station #3:

- **Roof & Parapet wall**

1. There are two roofs on the structure: a single-ply membrane roof over the original portion of the building (approximately 7-8 years old) and a standing seam metal roof over the addition (approximately 15 years old).
 - a. There is moderate water ponding atop the single-ply roof. Also note that this site visit was carried out in late August, at a time of little-to-no rain. That being said, ponding during spring/ fall rains is likely much more significant. It is unusual for a roof of this age to have so many issues.
 - b. Where water drains from upper to lower roof, there is evidence of water cascading down exterior wall, which is likely infiltrating the building and causing interior damage.
 - c. We believe the primary source of water infiltration to be the parapet walls, specifically in and around the metal cap. The remedy to the situation would almost certainly involve more than just replacing the metal coping as portions of the wall below may need to be rebuilt due long time water damage.
 - d. The underside of the metal roof deck has significant surface rust throughout the apparatus bay. This is likely due to poor ventilation and high moisture levels inside the apparatus bay, however, there are areas where the deck is completely rusted through. These areas most likely indicate leaking from above.



- **Building Exterior**

1. Cracks in the exterior masonry are extensive and all elevations of the facility have been patched/ repaired in an attempt to prevent further water penetration. These repairs are unsightly and may or may not be effective.
2. Many of the steel window, door, and masonry lintels are beginning to rust and show signs of deterioration.
3. The man door at the southeast entrance to the apparatus bay shown advanced deterioration including holes where the frame has completely rusted out. In addition to this, the door is jammed shut (unusable), which is likely the result of that portion of the building settling/ shifting.
4. Masonry and concrete slab surrounding the south utility/ mechanical room door and louver are showing signs of deterioration from exposure to weather and condensation run off from HVAC equipment.

- **Building Interior**

1. Nearly all rooms/ spaces inside Fire Station #3 show signs of moderate to severe water damage.
 - a. Visible damage includes but is not limited to: stained and deteriorating ceilings, wall and ceiling finishes cracking and peeling, small cracks in exterior masonry walls, and a white, chalky substance on some walls, indicating moisture saturation in the wall.
2. In addition to the visible signs of damage, there is legitimate concern for the "unseen" damage that may be occurring. Primarily mold and other hazardous growth related to moisture issues, but also degradation to non-visible structural components.

- **ADA Accessibility**

1. The building is not ADA compliant. A remodel of any substantial size will required that the facility be brought into ADA compliance, which can be a costly endeavor.
 - a. Areas of concern are "public spaces" or any areas where a visitor may be, particularly the kitchen, office, (original) bathroom, and living room areas. This would involve reconfiguring the bathroom for required clearances at plumbing fixtures, reworking the office/ hallway for required clear space at door openings, and possibly new millwork in the kitchen to meet standard ADA heights. Additionally, vertical transitions between rooms would have to be brought into compliance for wheel chair access, requiring space consuming ramps at the apparatus bay.

- **Building Safety & Code Compliance**

1. Renovation and upgrades to Station #3 may result in needing to add a sprinkler system, which will be costly. The price associated with adding a sprinkler to an existing building is typically 2-3 times higher than that of installing during new construction.
2. It would also be worthwhile to consider automatic shut-offs for cooking appliances (stoves, ovens, grills, etc.) when remodeling the kitchen area.



- **Hazard & Transition Zones**

1. Firefighter safety is of utmost importance, and not just when out on a call. Long-term effects of exposure to carcinogens at the station have shown to be a significant contributor in cancer in fire fighters, and should also be addressed whenever possible. While Station #3 does appear to have some mitigation efforts in place (vehicle exhaust systems and adequate number of showers) there are other issues that should be considered:
 - a. The station lacks any sort of outdoor space and residents have set up a communal "hangout" area in the apparatus bay. It is strongly recommended that adequate and desirable space be provided so that occupants are not spending down time in the bay.
 - b. Currently, all turnout gear lockers are located in the apparatus bay. Studies have proven that exhaust from apparatus (though somewhat vented out through a dedicated system) can leave carcinogens on surrounding objects, including bunker gear.
 - c. This station does not have an extractor, which is used to clean bunker gear after fires and/ or nasty calls and prevent firefighters from continuing to "wear" carcinogens and other contaminants. Installing extractors during new construction and retrofitting them into existing stations is becoming an industry standard and should be a priority to protect the health and safety of your staff.
 - d. The fitness/ workout area is also located in the apparatus bay, which again poses health issues concerning vehicular exhaust.

- **Energy Efficiency**

1. Based on its age and construction methods: this building is likely extremely energy inefficient and has high energy costs as a result. The following is a list of items observed which contribute to poor thermal value and overall energy efficiency. While some of these items can be upgraded more easily than others, the benefits may not outweigh the cost of doing so. A major overhaul of the entire facility would be necessary to make it truly energy efficient.
 - a. Windows: Existing windows are single pane and have little to no thermal value
 - b. Lighting: Existing fixtures are a mix of incandescent and florescent, which have been/ are being phased out in place of energy efficient LED fixtures.
 - c. Building Construction: Several of the exterior walls appear to be single wythe masonry block, meaning they have very little insulation and are inadequate.
 - d. Apparatus Bay air circulation: as previously mentioned, air flow through the apparatus bay is poor which leads to built-up heat moving into conditioned spaces every time a door is opened. Improved ventilation would help to move air through the space rather than allowing it built up along the high ceiling.



Overall we believe that Conway Fire Station #3 is nearing the end of its useable lifespan and that costs which will be associated with repair and required remodel will be significant. At a bare minimum the scope of work to repair the building to a livable state will involve complete roof tear off, removal of parapet walls, building a new pitched roof, and repairing interior water damage. Even if an extensive remodel is done to address all the current issues, the remodeled station would still lack the safety and efficiency of a modern fire station, such as a drive-through apparatus bay, and separate bunker gear room. A broad estimate of the cost of this work versus building a new fire station can be found on the attached sheets as well as a few images showing the current state of the facility.

Another major component to consider is station down time associated with a repair & remodel. With the current construction climate, we estimate that this station would be offline for approximately 6-8 months. Personnel and equipment will need to either be relocated to another station or temporary housing will need to be provided. Conversely, if a new station is to be built on a different site then the current station #3 will be able to remain in operation until construction of the new station is finished.

We know that continued health and safety of your Conway Fire Fighters is of the utmost importance, and we are honored to assist the City as needed to make Station #3 a functional, safe place for those who protect us daily.

Please let me know if you have any additional questions/ concerns.

Sincerely,

Ashley Mauldin, AIA
Project Architect

Wes Burgess, AIA
Director of Architecture



Above: Water ponding on the existing single membrane roof



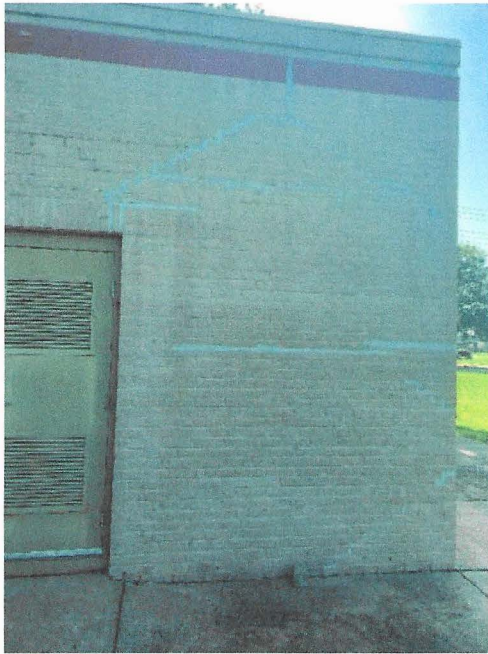


Above: Evidence of water running down face of building and likely infiltrating interior spaces

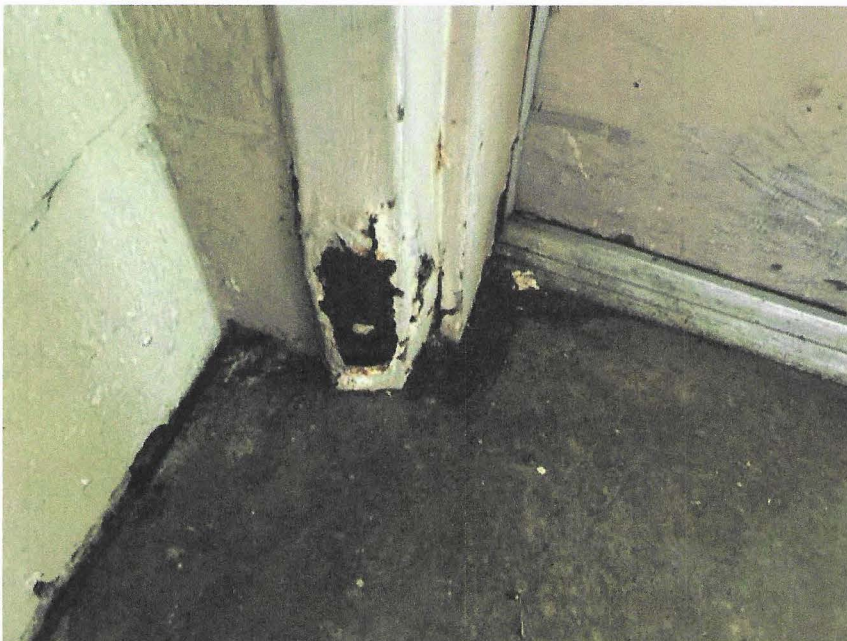
Crafton Tull
architecture | engineering | surveying

1450 E. Zion Road, Suite 9
Fayetteville, AR 72703

479.455.2207



Above: Examples of exterior masonry repair



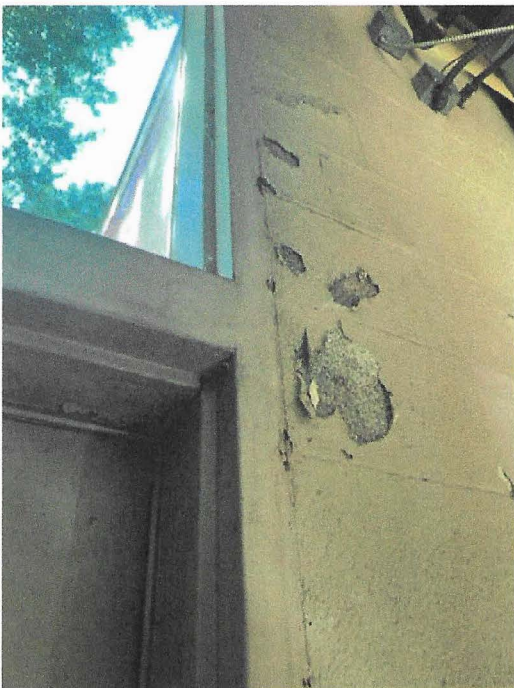
Above: Metal door frames with substantial deterioration



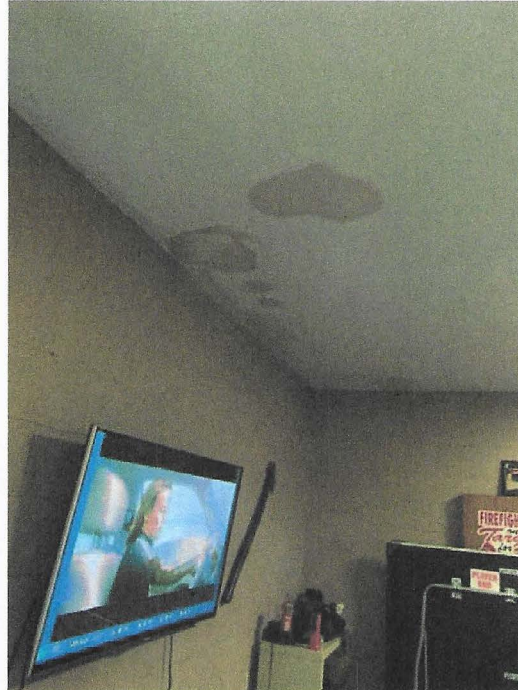
Above Left: Cracking at interior side of masonry block walls. Possibly due to heavy water penetration and surface moisture



Above Right: "Chalky" appearance on wall indicates moisture saturated masonry



Above Left: Spalling masonry face from moisture saturation in wall



Above Right: One of many examples of water damage inside building

End Report.



City of Conway, Arkansas
Ordinance No. O-21-

AN ORDINANCE APPROPRIATING FUNDS TO REPLENISH THE OVERTIME EXPENSE ACCOUNT FOR THE CONWAY FIRE DEPARTMENT, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

WHEREAS, the Conway Fire Department requests \$105,000 to replenish their Overtime expense account; and

WHEREAS, the Conway Fire Department needs these funds in order to replenish their accounts due to a shortage in funds for the remaining of the year.

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

Section 1. The City of Conway shall appropriate \$105,000 from the General Fund Balance Appropriation Account (001.119.4900) to the Fire Department Overtime Expense Account (001.131.5114); and

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

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

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-21-

AN ORDINANCE APPROPRIATING FUNDS TO REPLENISH THE OVERTIME AND FUEL BUDGET AT THE CONWAY POLICE DEPARTMENT, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

WHEREAS, Conway Police Department needs approximately \$50,000 to replenish their fuel expense account; and

WHEREAS, Conway Police Department needs approximately \$100,000 to replenish their overtime expense account; and

WHEREAS, Conway Police Department needs approximately \$50,000 in overtime funds for Operation Shop Secure to increase police presence in all shopping areas throughout the City of Conway during the holidays which will provide a safer shopping experience for the citizens of Conway; and

WHEREAS, Conway Police Department needs these funds in order to replenish their accounts due to a shortage in funds for the remaining of the year.

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

Section 1. The City of Conway shall appropriate \$50,000 from the General Fund Balance Appropriation Account (001.119.4900) to the Conway Police Department Fuel Expense Account (001.121.5630).

Section 2. The City of Conway shall appropriate \$150,000 from the General Fund Balance Appropriation Account (001.119.4900) to the Overtime Expense Account (001.121.5114).

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 14th day of September 2021

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-21-

AN ORDINANCE APPROPRIATING ASSET FORFEITURE FUNDS TO THE POLICE DEPARTMENT; AND FOR OTHER PURPOSES:

WHEREAS, the Conway Police Department needs approximately \$18,173.90 to purchase new duty weapons for our officers. The current model issued (.40 caliber Glock 22) will be replaced with the purchase of 137 (9MM Glock 45) along with 8 (9MM Glock 43X); and

WHEREAS, the Conway Police Department needs approximately \$28,450.00 to purchase physical abilities testing equipment and this will include the test administrator course for 10 individuals; and

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

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

Section 1. The City of Conway shall appropriate funds in the amount of \$18,173.90 from the Seized Asset Forfeiture revenue account 250-121-4900, into the Accountable Equipment Asset Forfeiture Expense Account 250-121-5650; and

Section 2. The City of Conway shall appropriate funds in the amount of \$28,450.00 from the Seized Asset Forfeiture revenue account 250-121-4900, into the CIP- Misc. Asset Forfeiture Account 250-121-5990; and

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

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-21-

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

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

Various Companies	\$18,021.69	Extra Duty Services
Paymac, Inc.	\$8,217.51	Auction Proceeds
CALEA	\$3,249.74	Unused Onsite Fees

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

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

Section 1. The City of Conway shall appropriate funds from Various Companies in the amount of \$18,021.69 from 001.121.4185 to the Conway Police departments overtime expense account, 001.121.5114.

Section 2. The City of Conway shall appropriate funds from Paymac, Inc. in the amount of \$8,217.51 from 001.119.4611 to the Police Department vehicle maintenance expense account 001.121.5450.

Section 3. The City of Conway shall appropriate funds from CALEA in the amount of \$3,249.74 from 001.121.4186 to the Police Department other professional services expense account 001.121.5299.

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

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-21-**

AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF PHYSICAL ABILITIES TESTING EQUIPMENT FROM LEPAT INC. FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the Conway Police Department needs to purchase equipment to administer the physical agility test. This purchase will include the testing equipment and the cost for 10 individuals to attend the test administrator course; and

WHEREAS, LEPAT is the sole source provider for this particular physical abilities testing and equipment for our department, LEPAT, 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 LEPAT as the sole source provider and hereby waive competitive bid requirements for the physical abilities testing equipment/course cost of \$28,450; and

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

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

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



103-43815 Progress Way, Chilliwack BC V2R 0E6 Canada +(778) 240-3452 jlane@lepat.com

January 1, 2021

RE: Sole Source Declaration

To whom it may concern:

Law Enforcement Physical Abilities Testing (LEPAT) Inc. is the sole manufacturer of PTM products worldwide. All products manufactured by us are based on unique designs that have been internationally patented, have patents pending, or are protected by intellectual property rights. These designs are based on our research into the bona-fide occupational requirements of law enforcement officers, and the research is copyrighted to us. As an example, the Physical Control Simulator was specifically designed to measure the muscular strength and stamina required to control pulling and pushing forces that are similar (at a muscular level) to those required in an arrest and control environment.

There are no other manufacturers anywhere in the world for our products, and anyone copying them will be subject to litigation.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Jeremy Lane', with a stylized flourish at the end.

Jeremy Lane, President



City of Conway, Arkansas
Resolution No. R-21-

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO NEGOTIATION AND A REAL ESTATE CONTRACT TO ACQUIRE PROPERTY LOCATED AT 1203 N. MUSEUM ROAD, AS BEING NECESSARY FOR THE RELOCATION OF DISTRICT COURT; AND FOR OTHER PURPOSES

WHEREAS, the City of Conway District Court has outgrown the existing facility located at 810 Parkway and has found a property that would be a more suitable site for the court building, located at 1203 N. Museum Road; and

WHEREAS, the subject property is located at 1203 N. Museum Road and includes a masonry construction commercial building on 2.053 Acres. The building consist of 9,101 SF and 145 paved parking spaces; and

WHEREAS, the property described above has appraised for \$1,485,000.

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

Section 1. The City Council for the City of Conway does hereby authorize the Mayor to enter into negotiations and a possible real estate contract, to acquire in fee simple the property at 1203 N. Museum Road, Conway AR 72032.

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

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Resolution No. R-21-**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE CONTRACT TO ACQUIRE PROPERTY LOCATED AT 450 CORPORATE DRIVE, CONWAY AR 72032 FOR FUTURE AQUATIC PARKS AND RECREATION FACILITIES; AND FOR OTHER PURPOSES

WHEREAS, the City of Conway has an opportunity to purchase a building adjacent to other City owned property. This building would create a cost savings for planned aquatic and parks and recreation facilities; and

WHEREAS, the City of Conway would like to enter into an agreement to have the option to purchase the building, if feasible after the next special election; and

WHEREAS, the City of Conway is actively seeking a rededication of the A&P bond.

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

Section 1. The City Council for the City of Conway does hereby authorize the Mayor to enter into negotiations and a possible real estate contract, to acquire in fee simple the property at 450 Corporate Drive, Conway AR 72032.

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

PASSED this 14th day of September 2021.

Approved:

Mayor Bart Castleberry

Attest:

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