



City of Conway Council Agenda

Council Meeting Date: February 9th, 2016

5:30pm – Committee Meeting FY2016 Street Improvement Project Listing

6:30pm - Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk/Treasurer Michael O. Garrett

Minutes Approval: *January 26th, 2016 &*

Special City Council Meeting Minutes from February 1st, 2016

Mayor Tab Townsell

City Clerk Michael O. Garrett
City Attorney Chuck Clawson

City Council Members

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


1. Report of Standing Committees:

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

1. Consideration to approve the nomination of several members to the Bicycle Pedestrian Advisory Board.
2. Resolution supporting the efforts of the Conway Public Schools Foundation Inc. with the “Building the Foundation” project.
3. Ordinance appropriating funds to cover the cost of a condemnation for property associated with the 6th Street I-40 Overpass and Amity/Elsinger Intersection project for the Street & Engineering Department.
4. Consideration to approve the FY2016 Street Improvement Projects for the Street & Engineering Department. ***(Final Draft will be provided at the meeting)***
5. Consideration to enter into an agreement with Asset Max to provide a Street Pavement Management Program for the Street & Engineering Department.

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

1. Consideration to dispose of certain inventory for the Conway Police Department.
2. Consideration to purchase additional vehicles for the Conway Police Department.
3. Ordinance appropriating ad valorem funds for various projects at the Animal Welfare Unit.
4. Ordinance appropriating reimbursement funds from Pet Smart for the Animal Welfare Unit.

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5. Ordinance appropriating reimbursement funds received in FY2015 (extra duty) from various entities for the Conway Police Department.
 6. Ordinance appropriating reimbursement funds from various entities to the Conway Police Department.

Adjournment



**BICYCLE & PEDESTRIAN
ADVISORY BOARD**
CITY OF CONWAY, ARKANSAS

January 26, 2016

Memorandum for Action: To approve the nomination of certain Bicycle and Pedestrian Advisory Board members.

Dear Mayor and City Councilmembers,

On behalf of the board, as approved by a vote of its members, I hereby recommend the following residents be approved as new members of the Bicycle and Pedestrian Advisory Board (BPAB):

Bethany Stovall to a three-year term ending on December 31, 2018.

David Barber to a three-year term ending on December 31, 2018.

Mark Voyles to a one-year term ending on December 31, 2016.

Please contact me with any additional questions.

Regards,

Amanda Potter Cole
BPAB Chairman



City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

RECEIVED
K Francis

via email 11/24/15

Date: 11/24/2015

Board applying for: (One board per form)

Bicycle & Pedestrian Advisory Board

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: Bethany Stovall

Address: 314 Hubbard Apt B City, State, Zip Conway, AR 72034

Phone/Home: 501-499-7474 Work: 501-852-0066

Person making nomination: _____

Address: _____

Phone/Home: _____ Work: _____

Please send to: Michael O. Garrett

City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)
cityclerk@cityofconway.org
felicia.rogers@cityofconway.org

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

I first became more actively involved with the local economy and community through being a customer and volunteer at Conway Locally Grown. Health and physical wellness is an important issue that I've spent time promoting. This continued with volunteer work I've done with La Lucha space/The Locals. Additionally, my employment and involvement with the UCA community gives me the valuable perspective of the college population, which is such a large part of Conway.

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

I love to walk and avoid driving a car as much as I can. I choose to walk to work everyday, but I also know what it is like to have no other choice but to walk or bike to work. I love seeing people being more active, and would love to actually have an influence on our community becoming healthier and happier. I studied Political Science and Sociology in college, and have wanted to become more active in local politics since then. When Amanda Potter Cole told me about this board, I was drawn to it since it is a way to be politically involved with a specific topic I care about.

What contributions do you hope to make?

I want to help normalize walking and bicycling. I also want to hear the needs and concerns of the population that are walking or biking out of necessity, not just those doing so for physical activity. I want to get insight from the citizens that aren't as involved in local politics but are still using these resources, especially those that rely on alternative modes of transportation. I want Conway to know that walking/biking is not just for the privileged that have the time and money to do these activities.

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:

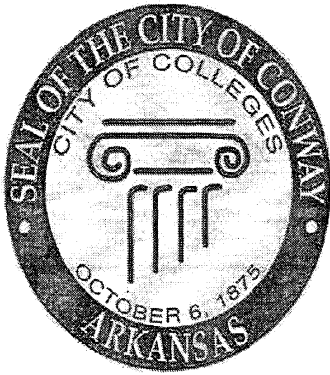
Age: 27 Sex: F Race: White

Occupation: College Administrator Ward 1

Email Address: bethmstovall@gmail.com

Bethany Stoll
Signature of Applicant or Nominator

11/24/15
Date



City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

Date: 19-Nov-2015

Board applying for: (One board per form)

Bicycle and Pedestrian Advisory Board

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: DAVID BARBER
Address: 1721 SIMMS City, State, Zip CONWAY AR 72034
Phone/Home: 501-499-9897 Work: N/A

Person making nomination: self
Address: _____
Phone/Home: _____ Work: _____

Please send to: Michael O. Garrett

City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)
cityclerk@cityofconway.org
felicia.rogers@cityofconway.org

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

CONWAY CITY Bicycle + Pedestrian Advisory Board
Conway Advocates for Bicycling
Faulkner County Health Initiative
Walking Conway

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

Having served previously on this board, I would like to contribute specifically in the area of pedestrian advocacy, and in helping the city move forward with its plans for walking. I also bring technical and financial experience.

What contributions do you hope to make?

Specifically, I'd like to see a coherent, coordinated biking and walking plan. I would also like to see a more active general civic engagement with the board.

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors, please provide the following information on a voluntary basis:

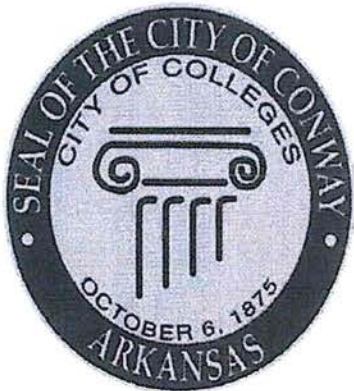
Age: _____ Sex: M Race: _____

Occupation: _____ Ward 4

Email Address: odoketa@yahoo.com


Signature of Applicant or Nominator

11-19-2015
Date



City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

RECEIVED
K Francis
12/14/15

Date: 12/07/2015

Board applying for: (One board per form)

Bicycle and Pedestrian Advisory Board

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: Mark Voyles
Address: 1405 Appalachian Dr City, State, Zip Conway, AR 72034
Phone/Home: 501-327-3174 Work: 501-733-0944

Person making nomination: Scott Lucas
Address: 151 Grandfalls Dr
Phone/Home: 501-499-5885 Work: 501-205-0886

Please send to: Michael O. Garrett

City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)
cityclerk@cityofconway.org
felicia.rogers@cityofconway.org

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

Involvement in various technical ministries for several years at The Church Alive. Now currently attending New Life Church.

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

Retired in October 2014 from the Arkansas Highways and Transportation Dept with 35 years of service performing various tasks on construction projects from surveying to inspection to general project coordination.

While at the AHTD I also served 4+ years on the District and statewide employee advisory committees. I believe that my construction experience in the urban settings and my time served on the advisory committees will be valuable.

What contributions do you hope to make?

To bring a perspective to the board from 35 years of highway construction experience. I understand that I have a lot to learn about the process and am certain that I do not have all of the answers but perhaps can lend a viewpoint for further consideration.

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:

Age: 55 Sex: M Race: W

Occupation: Semi-Retired (Senior Inspector) Ward C-4

Email Address: markv@conwaycorp.net

Mark W Voyles
Signature of Applicant or Nominator

12/07/2015
Date



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

THIS RESOLUTION, AS ADOPTED HEREIN BY THE CITY COUNCIL OF CONWAY, ARKANSAS, ON THIS 9TH DAY OF FEBRUARY, 2016, SHALL BE KNOWN AS “A RESOLUTION SUPPORTING THE EFFORTS OF THE CONWAY PUBLIC SCHOOLS FOUNDATION, INC.”

Whereas, Conway Public Schools Foundation, Inc. (hereinafter the “Foundation”), a nonprofit organization and public foundation as defined by the Internal Revenue Code, was formed in 2007 to provide private philanthropic support for the benefit of Conway Public Schools, its teachers, and students; and

Whereas, since its inception the Foundation has provided significant and meaningful financial resources to help teachers help students; and

Whereas, to date the Foundation has provided more than 40 Classroom Impact and Conway Corporation Teacher of the Year grants totaling more than \$25,000; and

Whereas, the grants have provided support and materials to facilitate innovative educational programs in each Conway school, and have empowered teachers to further advance their educational mission within the classroom, and

Whereas, in 2014, the Foundation began an ambitious capital campaign, entitled “Building the Foundation,” with the campaign’s primary goal to bring the Foundation’s endowment with the Arkansas Community Foundation to a level of \$1,000,000 or greater; and

Whereas, the Foundation endeavors to conclude the major thrust of the campaign in Spring 2016, and an integral aspect of the campaign’s success is engaging the governmental, educational, and business communities within the City of Conway for further support.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council of Conway, Arkansas, fully supports the efforts of the Conway Public Schools Foundation, Inc., and encourages support from the Conway community at large to bring the “Building the Foundation” campaign to a successful conclusion.

Adopted on the 9th day of February, 2016.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



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

A ORDINANCE APPROPRIATING FUNDS FOR USE OF CONDEMNATION FOR PROPERTY ASSOCIATED WITH THE 6TH STREET I-40 OVERPASS AND AMITY/ELSINGER INTERSECTION PROJECT FOR THE CONWAY STREET AND ENGINEERING DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the City of Conway, Arkansas authorized the condemnation of certain property owned by William and Chris Hogan in Resolution No. R-15-74 necessary for the completion of 6th Street I-40 Overpass and Amity/Elsinger Intersection Project.

Whereas, in order to proceed in the exercising the eminent domain powers of the City, just compensation for the property must be placed with the registry of the court in which the application for condemnation is being filed.

Whereas, just compensation has been determined in the amount of \$165,000.00 based on the report of a certified, independent appraiser.

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

Section 1. The City of Conway, Arkansas shall expend funds in the amount of \$165,000.00 from the Project Fund of the 2015 Sales and Use Tax Capital Improvement Bonds for the condemnation of property referenced in Resolution No. R-15-74.

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

PASSED this 9th day of February, 2016

Approved:

Mayor Tab Townsell

Attest:

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



4701 Northshore Drive
North Little Rock, AR 72118

TEL 800.376.1030
www.TheAssetMax.com

January 22, 2016

Finley Vinson, PE
City of Conway – Street Department
100 E Robins
Conway, AR 72032

Re: City Street Pavement Management Program Proposal

Dear Finley:

I'm pleased to send you the attached proposal for development of a pavement management program for Conway's city streets. I'm excited about the benefits for Conway we'll be able to create by customizing and implementing this program. The data we collect and present will have benefits for your office, the city council, and the community. We'll give you data you can use to make better decisions, and planning and communication tools you can use to create confidence and accountability in the overall program.

Please review the attached contract and scope and let me know if you have any questions or comments that I can address. Thank you again for the opportunity, and we look forward to getting started with the program development.

Sincerely,

Suzanne Peyton, P.E.
Project Manager

Attachments: Contract Proposal



AGREEMENT FOR PROFESSIONAL SERVICES
City of Conway
Conway, AR
Project No. ACNWX000

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Conway, Arkansas** hereinafter referred to as "Owner," and **AssetMax, LLC**, hereinafter referred to as the "Consultant".

The Owner intends to make the following improvements:

City Street Pavement Management Program Initiation -Generally, the scope of services includes Pavement Condition Inspection and Analysis on all City streets within the corporate limits of the City of Conway, Arkansas for the purpose of street surface maintenance planning and budgeting. Deliverables will include budget planning tools and recommended planning budget scenarios as well as condition data for incorporation into the Owner's GIS system.

The Consultant will provide professional services related to these improvements as described herein.

The Owner and the Consultant in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by the Consultant and the payment for those services by the Owner as set forth below. Execution of the agreement by the Consultant and the Owner constitutes the Owner's written authorization to the Consultant to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered.

SECTION 1 - EMPLOYMENT OF THE CONSULTANT

The Owner agrees to engage the Consultant, and the Consultant agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the standards of practice ordinarily used by members of the Consultant's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay the Consultant compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

The Consultant's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay the Consultant on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay the Consultant.

If any payment due the Consultant under this agreement is not received within 60 days from date of invoice, the Consultant may elect to suspend services under this agreement without penalty or



liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Program Setup	\$9,300	LUMP SUM
Pavement Inspection	\$32,000	LUMP SUM
Analysis and Report Development	\$32,600	LUMP SUM
Signage Inventory	\$7,400	LUMP SUM
TOTAL FEE	\$81,300	

The Owner will pay the Consultant on a monthly basis, based upon statements submitted by the Consultant to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond the Consultant's control, will be increased 6% annually with the first increase effective on or about January 1, 2017.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay the Consultant an amount agreed upon in the scoping of the additional work.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by the Consultant and informing the Consultant of all decisions within a reasonable time so as not to delay the work of the Consultant.
2. Making provision for the employees of the Consultant to enter public and private lands as required for the Consultant to perform necessary preliminary surveys and other investigations.
3. Furnishing the Consultant such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
5. Giving prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Consultant's performance under this Agreement.
6. Owner will not hire any of the Consultant's employees during performance of this contract and for a period of one year beyond completion of this contract.



SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

The Consultant's instruments of service provided by this agreement consist of the printed hard copy reports issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, the Consultant will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

The Consultant's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and the Consultant's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

The Consultant retains ownership of the printed hard copy reports and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Consultant, shall be without liability to the Consultant and the Consultant's consultants. The Owner shall indemnify, defend, save harmless the Consultant, the Consultant's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of the Consultant.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless the Consultant, the Consultant's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Consultant's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by the Consultant.

The Owner understands that the construction cost estimates developed by the Consultant do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, the Consultant will not be required to re-design the project without additional compensation.



5.3 Underground Utilities

The Consultant will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, the Consultant is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, the Consultant is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

The Consultant currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

The Consultant will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, the Consultant agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Consultant, its subconsultants, or any other party for whom the Consultant is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify the Consultant for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against the Consultant by Owner will be made or filed solely against the Consultant or its successors or assigns and that no member or



employee of the Consultant shall be personally liable to Owner for damages under any circumstances.

5.7 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Consultant, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Consultant and its subconsultants to all those named shall not exceed the Consultant's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor AssteMax shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases AssteMax, and AssteMax releases Owner, from any such liability.

5.7.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring the Consultant to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save the Consultant and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.8 Mediation

In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Owner and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and the Consultant, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to the Consultant. If this Agreement is so terminated, the Consultant shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, the Consultant may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and the Consultant each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor the Consultant shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
8.1.1 Appendix A – Scope of Services

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, Owner and the Consultant have executed this Agreement effective as of the date last written below.

City of Conway, Arkansas

AssetMax, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Keith Tencleve
Printed Name

Title: _____

Title: Director

Date: _____

Date: _____

Attest: _____

Attest: _____



City of Conway, Arkansas Pavement Management Program

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes Pavement Condition Inspection and Analysis on all City streets within the corporate limits of the City of Conway, Arkansas for the purpose of street surface maintenance planning and budgeting.

2.2 Program Setup

2.2.1 Program Initiation

In order to gain an understanding of the City's operations and maintenance strategies, AssetMax shall meet with the City to kick off the analysis project. This kickoff meeting shall review information available from the City, confirm information to be gathered by AssetMax, and determine the database structure to be utilized for the project. AssetMax will then use the mapping data available to complete the section layouts required for the system and create a database in PAVER.

2.2.2 Pavement Inventory

AssetMax will review existing digital inventory of all pavements with some attribute information and update if required. New construction, annexations, and vacated pavements are examples of database updates. Attributes used to define the pavement network and pavement improvements may include traffic count, geographic zone (i.e. wards), functional classification, length, width, area, material, history of improvement and maintenance, routing consideration (scenic, bus and others), etc.

2.3 Pavement Inspection

In accordance with ASTM D 6433, AssetMax will provide a visual inspection of all city-owned pavements. Data shall be collected using a data collection vehicle equipped with 3D technology with the ability to produce surface models at one millimeter resolution. For two or three lane roadways, one lane shall be inspected. For roadways with four or more lanes, two lanes will be inspected with each inspected lane being in opposite travel directions. All city maintained streets inside the city limits will be inspected accordingly.

The following table represents the estimated amount of roadway centerline miles to be inspected. Approximately 341 centerline miles of streets are included in the project. The total lane miles anticipated to be inspected based upon the lanes inspected per classification is 374 miles.



SC_Code	Centerline Miles	Lane Miles to Inspect
3 (Major Arterial)	33	65
4 (Minor Arterial)	44	44
5 (Collector)	44	44
6 (Residential)	221	221
Total	341	374

AssetMax shall input all data collected into PAVERTM v7, as produced by the US Army Corps of Engineers.

2.4 Analysis and Reporting

2.4.1 Pavement Condition Analysis

Using information from the Pavement Inspection, AssetMax will complete maintenance and rehabilitation (M&R) analysis at both the section level as well as for the system of pavement sections included in this scope of services. For each section, results from the M&R analysis will include the overall PCI of each section, maintenance recommendations, and planning level cost estimates. For the City's system of pavement sections, results from M&R analysis will include system wide 5-year budget analysis for up to three budget scenarios and an analysis of the penalty for delayed maintenance.

2.4.2 Final Report

AssetMax shall compile a final report documenting the inventory, inspection, and analysis that shall discuss the following:

- Maintenance decision making tree used in the analysis (as coordinated with City staff)
- Various budget analysis and consequences of each on pavement condition
- Prediction models used in budget analysis
- Visual description (both maps and tables) of maintenance recommendations using preferred budget analysis
- Estimated project costs for projects recommended in upcoming three years
- Map of city pavement inventory showing current pavement condition
- Evaluation of the current standard pavement section
- Identification of possible future preventive maintenance and rehabilitation strategies

2.4.3 Additional Deliverables

In addition to the final report, the PAVER (.e70) file will be delivered to the City along with a project development spreadsheet with estimated quantities and project budgets for the recommended projects. Current condition information in the form of GIS shapefiles shall be provided. AssetMax will conduct an in person review of the Final Report with the City staff. PowerPoint slides will be developed to support the Scope and Budget information submitted as well as the Final Report. These slides can be used by the City to promote public or local government awareness.

2.5 Signage Inventory



If requested by the City, Street signage inventory will be completed if requested using the video data collected with the data collection vehicle. The signage information, including speed limit signage, will include the approximate sign location and general appearance. Evaluation of the existing signage's conformance to current standards will not be made. Signage data will be provided in digital format to the City.

MEMORANDUM

TO: City Council Members/Mayor Tab Townsell

FROM: Chief Jody Spradlin

DATE: February 2, 2016

SUBJECT: Request for disposal of assets

The Police Department has the following vehicles that are no longer being used: 1999 Chevy Lumina (2G1WL52M7X9255963) and a 2005 Ford Crown Victoria (2FAFP71W15X146780). I would like to request approval to remove these items from our inventory listing and to dispose of them.

These vehicles will be sold through auction, "as is", on www.publicsurplus.com.

Thank you for your consideration.

MEMORANDUM

TO: City Council Members/Mayor Tab Townsell
FROM: Chief Jody Spradlin
DATE: February 9, 2016
SUBJECT: Vehicle Purchasing

The Conway Police Department respectfully requests to purchase the following vehicle, approved on the DFA contract:

- 2016 Ford Interceptor Utility Vehicle AWD, DFA# 4600036110 at the cost of approximately \$41,000

In the recent past, the Department has purchased the Chevy Tahoe Police Package RWD, DFA# 4600036150 at the cost of approximately \$67,000. Because of the cost difference of roughly \$26,000 per vehicle, the Department would be able to purchase additional vehicles with the funds allotted to do so.

We would also no longer be purchasing CNG packages.

I respectfully request that the City of Conway accepts the change to our vehicle purchasing.

Thank you for your consideration.



City of Conway, Arkansas

Ordinance No. O-16-____

AN ORDINANCE APPROPRIATING AD VALOREM FUNDS FOR THE CITY OF CONWAY ANIMAL WELFARE UNIT; AND FOR OTHER PURPOSES

Whereas, the Conway Animal Welfare Unit needs approximately \$14,844 to strip and paint the kennel walls and to reseal the kennel floors; and

Whereas, money received from Ad Valorem Taxes is allowed, by law, to be used for such purposes.

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

Section 1. The City of Conway shall appropriate Ad Valorem Tax Funds in the amount of \$14,844 from 222.127.1010 to the Animal Welfare Ad Valorem Building Improvements Expense account 222.127.5910.

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

PASSED this 9th day of February, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

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 \$ 22,611.78 Extra Duty Services

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 \$22,611.78 from 001.121.4185 to the CPD 2015 overtime expense account - 001.121.5114.

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

PASSED this 9th day of February, 2016.

Approved:

_____ **Mayor Tab Townsell**

Attest:

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



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

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	\$ 9,998.00	Insurance Proceeds
Various Companies	\$11,746.29	Extra Duty Proceeds
District Court	\$ 205.00	Restitution

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 \$9,998 from 001.119.4360 to the CPD vehicle maintenance expense account 001.121.5450.

Section 2. The City of Conway shall appropriate funds from various companies in the amount of \$11,746.29 from 001.121.4185 to the CPD overtime expense account 001.121.5114.

Section 2. The City of Conway shall appropriate funds from District Court in the amount of \$205 from 001.121.4184 to the CPD uniform expense account 001.121.5670.

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

PASSED this 9th day of February 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer