

Mayor Bart Castleberry
Clerk/Treasurer Michael O. Garrett
City Attorney Chuck Clawson



City Council Members

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

Tuesday, October 13th, 2020 City Council Agenda

Conway Municipal Building - City Council Chambers - 1111 Main Street, Conway, AR 72032

**Due to restrictions imposed because of the COVID-19 pandemic, the City Council meeting will broadcast on Conway Corporation Channel 5, the City of Conway Facebook page & YouTube Channel. If you would like to ask a question/comment regarding the committee meeting topic or any listed agenda item, please use the following link: <https://conwayarkansas.gov/council/comments/> to submit the request prior to 5pm the day of the Council meeting.*

5:30pm Committee:

6:30pm:

Call to Order:

Roll Call:

Minutes Approval:

No Committee Meeting

City Council Meeting

Bart Castleberry, Mayor

Michael O. Garrett, Clerk/Treasurer

September 22nd, 2020

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

1. Ordinance to approve the private club permit for Texas Roadhouse of Conway to be located at 650 S. Amity Road.
2. Ordinance accepting the annexation of certain lands 2 tracts totaling +/- 29.07 acres located East of East German Lane.
3. Ordinance to waive the competitive bid process to purchase an equipment for the Conway Transportation Department.

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

1. Resolution accepting the delivery of the Toad Suck Ferry for the Parks & Recreation Department. B
2. Consideration to remove and dispose of assets from inventory from the Department of Sanitation.
3. Consideration to enter into an agreement with Renewal Ranch with the Department of Sanitation.
4. Ordinance waiving the requirement to obtain competitive bids for equipment repairs for the Department of Sanitation.

Adjournment



**City of Conway, Arkansas
Ordinance No. O-20-__**

AN ORDINANCE APPROVING THE PRIVATE CLUB PERMIT FOR TEXAS ROADHOUSE OF CONWAY AND ALLOWING FOR THE APPLICATION OF THE REQUIRED PERMITS FROM THE ARKANSAS ALCOHOLIC BEVERAGE CONTROL DIVISION PER ARKANSAS CODE ANNOTATED §3-9-222 AS AMENDED

Whereas, Texas Roadhouse of Conway has applied for a private club permit as required under Chapter 4.12.04 of the Conway City Code per Ordinance No. O-17-100 and A.C.A §3-9-222, and

Whereas, the application is limited and specific to Texas Roadhouse of Conway located at 650 S. Amity Road Conway, AR 72032, and

Whereas, the applicant has provided all the information required in permit application process and met all the standards set forth by the Conway City Council, and

Whereas, the City Council for the City of Conway hereby approves the application for permit for the proposed location to operate a private club within the City limits of Conway, and

Whereas, this approval does not authorize the operation of a private club within the City of Conway but does function as an authorization to apply for a private club permit through the Arkansas Alcoholic Beverage Control Division per A.C.A §3-9-222.

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

Section 1. That the application for private club permit is hereby approved for and specific Texas Roadhouse of Conway to be located at 650 S. Amity Road, Conway, AR 72032.

Section 2. That no private club operations will begin unless and until a permit to operate a private club is issued by the Arkansas Alcoholic Beverage Division.

Section 3. That the approval and permit are subject to suspension or revocation by the City in the event the applicant violates Conway City Code or State law.

Passed this 13th day of October, 2020.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-20-___

A ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN LANDS COMPRISED OF 2 TRACTS TOTALING +/-29.07 ACRES LOCATED EAST OF EAST GERMAN LANE, TO THE CITY OF CONWAY:

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

SECTION 1.A: That the City of Conway, Arkansas, hereby accepts the hereinafter described territory, including all adjacent and abutting rights-of-way, annexed to said City by order of the County Court of Faulkner County, Arkansas heretofore entered on **October 13, 2020** and said territory being situated in Faulkner County, Arkansas, shall be a part of the City of Conway and shall be zoned **A-1**. Legal description as follows:

A PART OF THE W1/2 W1/2 SW1/4, SECTION 33, T-6-N, R-13-W, FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND PK NAIL FOR THE SW CORNER OF SAID W1/2 W1/2 SW1/4; THENCE ALONG THE WEST LINE OF SAID W1/2 W1/2 SW1/4 N01°35'51"E A DISTANCE OF 330.86' TO A SET PK NAIL; THENCE LEAVING SAID WEST LINE S88°18'20"E A DISTANCE OF 40.00' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE PROPOSED EAST RIGHT OF WAY OF EAST GERMAN LANE; THENCE ALONG SAID PROPOSED RIGHT OF WAY THE FOLLOWING CALLS: N01°35'51"E A DISTANCE OF 1604.88'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 160.01', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF N47°26'10"E, WITH A CHORD LENGTH OF 143.48' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE PROPOSED SOUTH RIGHT OF WAY OF LOWER RIDGE ROAD; THENCE ALONG SAID PROPOSED RIGHT OF WAY S86°43'30"E A DISTANCE OF 184.40' TO A SET 1/2" REBAR W/CAP (1363); THENCE LEAVING SAID PROPOSED RIGHT OF WAY S01°41'40"W A DISTANCE OF 184.13' TO A SET 1/2" REBAR W/CAP (1363); THENCE S88°18'20"E A DISTANCE OF 17.09' TO SET 1/2" REBAR W/CAP (1363); THENCE S01°35'51"W A DISTANCE OF 1515.80' TO A SET 1/2" REBAR W/CAP (1363); THENCE S88°18'20"E A DISTANCE OF 314.24' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE EAST LINE OF SAID W1/2 W1/2 SW1/4; THENCE ALONG THE SAID EAST LINE S01°35'22"W A DISTANCE OF 330.86' TO A SET 1/2" REBAR W/CAP (1363) FOR THE SE CORNER OF SAID W1/2 W1/2 SW1/4; THENCE ALONG THE SOUTH LINE OF SAID W1/2 W1/2 SW1/4 N88°18'20"W A DISTANCE OF 658.31' TO THE POINT OF BEGINNING, CONTAINING 16.77 ACRES MORE OR LESS.

SECTION 1.B: That the City of Conway, Arkansas, hereby accepts the hereinafter described territory, including all adjacent and abutting rights-of-way, annexed to said City by order of the County Court of Faulkner County, Arkansas heretofore entered on **October 13, 2020** and said territory being situated in Faulkner County, Arkansas, shall be a part of the City of Conway and shall be zoned **R-1**. Legal description as follows:

A PART OF THE W1/2 W1/2 SW1/4, SECTION 33, T-6-N, R-13-W, FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PK NAIL FOR THE SW CORNER OF SAID W1/2 W1/2 SW1/4; THENCE ALONG THE SOUTH LINE OF SAID W1/2 W1/2 SW1/4 S88°18'20"E A DISTANCE OF 658.31' TO THE SE CORNER OF SAID W1/2 W1/2 SW1/4; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID W1/2 W1/2 SW1/4 N01°35'22"E A DISTANCE OF 330.86' TO A SET 1/2" REBAR W/CAP (1363) FOR THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE AND PARALLEL TO THE SOUTH LINE OF SAID W1/2 W1/2 SW1/4 N88°18'20"W A DISTANCE OF 314.24' TO A SET 1/2" REBAR W/CAP (1363); THENCE LEAVING SAID PARALLEL LINE N01°35'51"E A DISTANCE OF 1515.80' TO A SET 1/2" REBAR W/CAP (1363); THENCE N88°18'20"W A DISTANCE OF 17.09' TO A SET 1/2" REBAR W/CAP (1363); THENCE N01°41'40"E A DISTANCE OF 184.13' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE PROPOSED SOUTH RIGHT OF WAY OF LOWER RIDGE ROAD; THENCE ALONG SAID PROPOSED RIGHT OF WAY S86°43'30"E A DISTANCE OF 330.92' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE EAST LINE OF SAID W1/2 W1/2 SW1/4; THENCE ALONG SAID EAST LINE S01°35'22"W A DISTANCE OF 1690.80' TO THE POINT OF BEGINNING, CONTAINING 12.30 ACRES MORE OR LESS.

And that the above described lands and territory be, and the same hereby are, declared to be a part of the City of Conway, Faulkner County, Arkansas.

SECTION 2: From and after this date, all inhabitants residing within and upon the hereinabove described lands and territory shall have and enjoy all the rights and privileges of, and be subject to all the laws, rules, ordinances, limitations and regulations imposed upon the inhabitants within the original limits of said City of Conway, Arkansas, and for voting purposes, said lands are hereby assigned to and designated as part of **Ward 2** of the City of Conway, Arkansas.

SECTION 3: It is hereby declared the annexed land shall be provided the following services immediately upon the effective date of this annexation: police protection; fire protection; maintenance of any publicly dedicated streets within the property; and opportunity to connect to potable water, sanitary sewer, electric, and telecommunications services provided by Conway Corporation at the expense of the property owner.

PASSED this 13th day of October, 2020.

APPROVED:

Mayor Bart Castleberry

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

FILED
TIME: 1:24

AUG 25 2020

IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSAS

MARGARET DARTER
FAULKNER COUNTY CLERK
Amul DC

Harold Halter Crafton, Trustee of Crafton Lee Fowler Irrevocable Trust, Petitioners

CC-20-06


ORDER

Comes now before the Court the above-styled case, and after having been presented the facts and circumstances, and having considered the relevant laws, this Court finds and orders the following:

1. A petition of annexation was filed August 24, 2020.
2. All appropriate signatures were affixed to the Petition, as required by A.C.A. 14-40-609.
3. The proposed site to be annexed was adequately described and further displayed a map of the proposed site.
4. The appropriate documentation was provided under A.C.A. 14-40-609.
5. Based on the above premises, the Petitioner's prayer is right and proper.

WHEREFORE, this Court finds that the area described in Exhibit A should be, and hereby is, released for annexation into the City of Conway:

IT IS SO ORDERED.



HON. JIM B. BAKER
Faulkner County Judge

Dated 8-25-2020

We verify that the above referenced Petition complies with A.C.A. 14-40-609.



Margaret Darter, Clerk

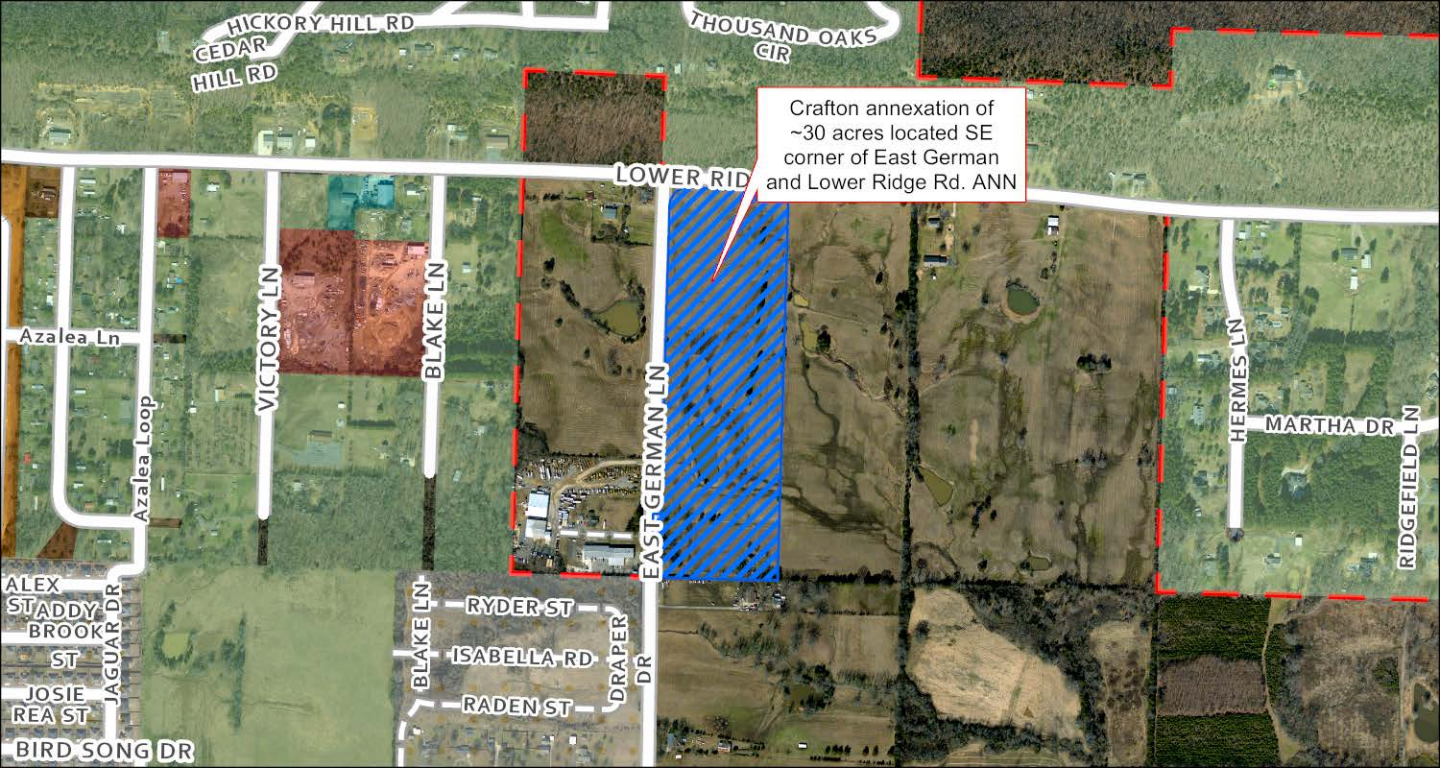


Krissy Lewis, Assessor

LEGAL DESCRIPTION:

A PART OF THE W1/2 W1/2 SW1/4, SECTION 33, T-6-N, R-13-W, FAULKNER COUNTY, ARKANSAS
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND PK NAIL FOR THE SW CORNER OF SAID W1/2 W1/2 SW1/4; THENCE ALONG THE WEST LINE OF SAID W1/2 W1/2 SW1/4 N01°35'51"E A DISTANCE OF 330.86' TO A SET PK NAIL; THENCE LEAVING SAID WEST LINE S88°18'20"E A DISTANCE OF 40.00' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE PROPOSED EAST RIGHT OF WAY OF EAST GERMAN LANE; THENCE ALONG SAID RIGHT OF WAY N01°35'51"E A DISTANCE OF 1604.88' TO A SET 1/2" REBAR W/CAP (1363); THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 160.01', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF N47°26'10"E, WITH A CHORD LENGTH OF 143.48' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE PROPOSED SOUTH RIGHT OF WAY OF LOWER RIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY S86°43'30"E A DISTANCE OF 515.32' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE EAST LINE OF SAID W1/2 W1/2 SW1/4; THENCE LEAVING SAID RIGHT OF WAY AND ALONG SAID EAST LINE S01°35'22"W A DISTANCE OF 2021.66' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE SOUTH LINE OF SAID W1/2 W1/2 SW1/4; THENCE ALONG SAID SOUTH LINE N88°18'20"W A DISTANCE OF 658.31' TO THE POINT OF BEGINNING, CONTAINING 29.06 ACRES MORE OR LESS.



Crafton annexation of
~30 acres located SE
corner of East German
and Lower Ridge Rd. ANN

HICKORY HILL RD
CEDAR
HILL RD

THOUSAND OAKS
CIR

LOWER RIDGE RD

Azalea Ln

VICTORY LN

BLAKE LN

EAST-GERMAN LN

HERMES LN

MARTHA DR

RIDGEFIELD LN

Azalea Loop

ALEX
STADY
BROOK
ST
JOSIE
REA ST
BIRD SONG DR

BLAKE LN
RYDER ST
ISABELLA RD
RADEN ST
DRAPER DR



**City of Conway, Arkansas
Ordinance No. O-20-___**

AN ORDINANCE TO WAIVE THE COMPETITIVE BID PROCESS TO PURCHASE A TANDEM AXLE DUMP TRUCK FOR THE CITY OF CONWAY TRANSPORTATION DEPARTMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the City of Conway Transportation Department has an immediate need to replace an existing tandem axle dump truck that is beyond repair; and

Whereas, the City of Conway received three quotes as follows; Tri State (Sourcewell contract) \$157,584, Summit truck Group (ARDOT bid) \$195,175, and Shipley Motor Equipment (Sourcewell contract) \$154,213 ; and

Whereas, the Transportation Department request Council approve the lowest quote received.

Whereas, funds for this equipment are included in the 2020 Transportation Fund budget.

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

Section 1. The City of Conway shall waive the competitive bid process and approve the above purchase from Shipley Motor Equipment for \$154,213.

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

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

PASSED this 13th day of October 2020.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway Arkansas
Resolution No. R-16-___**

**A RESOLUTION ACCEPTING DELIVERY OF THE TOADSUCK FERRY AND ALLOCATING FUNDS FOR DEVELOPING
A STATIC DISPLAY**

Whereas, the Toadsuck Ferry was removed from service in Faulkner county in 1969 when the Toadsuck Lock and Dam were completed, and

Whereas, The Toadsuck Ferry is currently located in Peel Arkansas on Bull Shoals Lake, and

Whereas, the Toadsuck Ferry has been declared surplus property by the Arkansas Department of Transportation (ARDOT), and

Whereas, ARDOT has agreed to transport the Toadsuck Ferry to Old Ferry Landing Park on the Faulkner County side of the Arkansas River, and

Whereas, the City of Conway and Faulkner County will need to construct a display pad and facilitate removal of the Toadsuck Ferry from the transport vehicle, and

Whereas, the City of Conway desires to have the Toadsuck Ferry returned to Faulkner County for static display.

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

Section 1: The City of Conway will accept the Toadsuck Ferry from the ARDOT for static display in Old Ferry Landing Park near the Arkansas River.

Section 2: The City will allocate from the Parks & Recreation A& P Funds in the amount of ten thousand (10,000) dollars to facilitate the display of the Toadsuck Ferry.

PASSED this 13th day of October, 2020.

Approved:

Attest:

Mayor Bart Castleberry

Michael O. Garrett
City Clerk/Treasurer



To: Bart Castleberry, Mayor
 From: Joseph Hopper, Director
 Date: October 1, 2020
 Re: Request to Remove and Dispose of Assets from Inventory

The Department of Sanitation has the following vehicle that is ready to be cycled out of the fleet:

<u>Asset #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>VIN</u>
733	2011	Mack	MRU-613	Frontload Garbage Truck	1M2AV02CXBM007798

Staff formally requests the removal of this vehicle from the department's fixed asset inventory for disposal. If approved, this vehicle will be auctioned via an online auction, such as GovDeals.com or PublicSurplus.com.

Please let me know if you have any questions or concerns regarding this request.



To: Bart Castleberry, Mayor
From: Joseph Hopper, Director
Date: October 1, 2020
Re: Renewal Ranch Agreement

In mid-May of 2019, the Department of Sanitation implemented a litter abatement program consisting of resources from the department, the Adopt-A-Street program, and through an agreement with Renewal Ranch. Since that time, 50,400 pounds of litter have been removed from city streets, 7,130 pounds of which have been collected by Renewal Ranch.

Provided for consideration of the City Council is a new agreement with Renewal Ranch. Their service has assisted the city in its mission to beautify the city and remove rubbish and debris from our roadways. Staff recommends entering into the agreement with Renewal Ranch.

Please let me know if you have any questions or concerns regarding this recommendation.

Independent Contractor Agreement

This Agreement is made between **City of Conway ("Client")** with a principal place of business at 1111 Main Street, Conway, Arkansas 72032 and **Renewal Ranch ("Contractor")**, with a principal place of business at 75 Lake Drive, Houston, AR 72070.

WHEREAS, City of Conway desires to address the accumulation of trash and debris on and along the city streets to improve the aesthetic appeal of the community and increase safety for those who travel by foot, bike or vehicle; and

WHEREAS, as one part of the City's initiative to reduce litter in the city the City wishes to contract with Renewal Ranch to utilize its resources and work crews to pick up trash, rubbish and debris in priority areas within the City of Conway.

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

1. Services to Be Performed. Contractor agrees to provide personnel to pick up trash, debris, and discarded materials in areas provided by the Client which include but are not limited to parks, areas around roadways, along bike trails, in and around downtown, and parking lots. The items that are collected will be disposed of properly and recycled if possible.

2. Payment. In consideration for the services to be performed by Contractor, Client agrees to pay Contractor for up to four (4) persons at least two (2) days a week a rate of \$10.00 per hour per person for services rendered. Utilizing additional persons or operating on more or less days per week may be permitted under certain circumstances such as special events and weather conditions, however, in no event will the annual total payment to Contractor exceed \$20,000.00 without City Council approval.

Contractor may invoice Client on a bi-weekly basis. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses. Contractor shall be responsible for all expenses incurred while performing services under this Agreement.

4. Vehicles and Equipment. Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status. Contractor is an independent contractor, and neither Contractor nor Contractor's employees or personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- 1) Contractor has the right to perform services for others during the term of this Agreement.
- 2) Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

- 3) Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.
- 4) The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.
- 5) Neither Contractor nor Contractor's employees or personnel shall receive any training from Client in the skills necessary to perform the services required by this Agreement.
- 6) Neither Contractor nor Contractor's employees or personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

6. Compliance. Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes. Client will not: **(1)** withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; **(2)** make state or federal unemployment compensation contributions on Contractor's behalf, or **(3)** withhold state or federal income tax from Contractor's payments. Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Unemployment Compensation. Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

9. Workers' Compensation. Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

10. Insurance. Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

11. Indemnification. Contractor shall indemnify and hold Client, its employees, elected officials, and agents harmless from any claim, loss or liability arising from performing services under this Agreement.

12. Term of Agreement. The term of this Agreement shall be for a period of one (1) year ("Initial Term") unless terminated earlier as provided herein. Upon expiration of the Initial Term this Agreement may be automatically renewed for up to three (3) additional one (1) year renewal terms.

13. Terminating the Agreement. This Agreement and all performances and obligations required hereunder may be terminated by either party at any time and for any cause with written notice of termination. Termination is effective as of the date of the written notice. The City will only be responsible for payment of services rendered as of the date of termination.

14. Exclusive Agreement. This is the entire Agreement between Contractor and Client and may only be modified in writing signed by both parties.

15. No Partnership. This Agreement does not create a partnership or agency relationship. Contractor does not have authority to obligate or represent the Client under any circumstance or situation or for any reason.

16. Assignment and Delegation. Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

17. Applicable Law. This Agreement will be governed by Arkansas law, with venue being Faulkner County.

Signatures

Client:

Mayor Bart Castleberry

Date

Mike Garrett, City Clerk

Contractor:

Printed Name

Signature

Date

Taxpayer ID Number



**City of Conway, Arkansas
Ordinance No. O-20-_____**

**AN ORDINANCE WAIVING THE REQUIREMENT TO OBTAIN COMPETITIVE BIDS FOR EQUIPMENT REPAIR,
DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES**

WHEREAS, a 2012 John Deere 950J dozer (asset #770), which is utilized by the landfill division of the Department of Sanitation to conduct business efficiently, in a timely manner, and to fully and adequately assist in and provide for the compacting of refuse and the spread of waste evenly over the landfill on behalf of the inhabitants and businesses of the City, experienced a catastrophic failure in major final drive components of the chassis;

WHEREAS, Stribling Equipment, LLC is a central Arkansas dealer for John Deere parts and service, is an approved City vendor, and can provide the necessary repair services to assist the landfill division in conducting and maintaining uninterrupted daily operations; and

WHEREAS, this matter represents an exceptional circumstance which renders the competitive bidding process impractical and unfeasible, because the type of repair requires the use of an authorized John Deere parts and service provider, and the use of the competitive bidding process would delay the completion of the repairs and therefore unnecessarily delay the return of the vehicle to service; and

WHEREAS, the Stribling Equipment, LLC's quoted price for the repair of this equipment exceeds the amount that allows purchase without bids being taken.

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

SECTION 1: The City of Conway, because the competitive bidding process is impractical and unfeasible due to exceptional circumstances, shall waive the conditions of competitive bidding, so that competitive bidding requirements are hereby waived, and the repairs to asset #770 for \$41,436.18 from Stribling Equipment, LLC, are approved.

SECTION 2: This ordinance is necessary for the protection of the public peace, health and safety, and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

This Ordinance adopted this 13th day of October 2020.

APPROVED:

Mayor Bart Castleberry

ATTEST:

Michael O. Garrett
City Clerk/Treasurer