Council Meeting Agenda
September 16th, 2019 at 6:30 PM

I. Call To Order
   a. Prayer
   b. Pledge of Allegiance

II. Roll Call

III. Review/approval of August 12th, 2019 Special Council Minutes

IV. Review/approval of August 19th, 2019 Council Minutes

V. Department Reports
   a. Fire
   b. Police
   c. Parks & Rec
   d. Street
   e. Water/Wastewater

VI. Commission Report
   a. Planning Commission

VII. Engineer Report

VIII. Unfinished Business
   a. Ordinance O-2019-07 [AN ORDINANCE AMENDING ORDINANCE 2012.01 AN
      ORDINANCE ESTABLISHING A POLICY FOR A DRUG-FREE WORKPLACE BE IT ORDAINED
      BY THE CITY COUNCIL OF WARD, ARKANSAS] (Third Reading and Adopt)
      • Public Comment
      • Discussion
      • Vote
b. Ordinance O-2019-08 (AN ORDINANCE REPLACING CITY OF WARD ORDINANCE O-00497; AN ORDINANCE ESTABLISHING A FEE UPON THE PRIVILEGE TO ENGAGE IN BUSINESS, TRADE OCCUPATIONS, VOCATIONS, OR PROFESSION; AND PRESCRIBING MATTERS RELATING THERETO) (Third Reading and Adopt)
   • Discussion
   • Public Comment
   • Vote

New Business

   • Discussion
   • Public Comment
   • Vote

b. R-2019-29 (A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A PUBLIC POINT OF DISPENSING WITHIN THE WARD CITY HALL COMPLEX)
   • Discussion
   • Public Comment
   • Vote

   • Discussion
   • Public Comment
   • Vote

d. R-2019-31 (A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF WARD, ARKANSAS, AND BOND CONSULTING ENGINEERS)
   • Discussion
   • Public Comment
   • Vote

e. R-2019-32 (A RESOLUTION APPROVING SECOND ADDENDUM TO WATER PURCHASE CONTRACT BETWEEN LONOKE WHITE PUBLIC WATER AUTHORITY OF THE STATE OF ARKANSAS AND THE CITY OF WARD, ARKANSAS; AUTHORIZING THE MAYOR TO EXECUTE SUCH ADDENDUM; AND PRESCRIBING OTHER MATTERS RELATING THERETO)
   • Discussion
   • Public Comment
   • Vote
f. Presentation of Proclamation Celebrating Go Pink for the Day

IX. Mayor's Report

X. Public Comment on Non-Agenda Items

XI. Announcements

Planning Commission Meeting: Monday, September 23rd, 7:00 pm
Ward Chamber of Commerce: Tuesday, October 1st, 7 pm
Wear Pink for the Day: October 4, 209
   POC: Karen Dawson
Ward City Council Meeting: Monday, October 21st, 6:30pm
2019 Komen Central Arkansas MORE THAN PINK Walk™ Saturday, October 26, 2019
   POC: Karen Dawson
Chamber of Commerce Harvest Fest: October 26th, 5:00 – 8:00 pm
Halloween: October 31
Census Day: April 1, 2020

XII. Adjournment
Special Council Meeting Minutes – 08-12-2019
Sanitation Contract

I. Call To Order:
   a. Prayer
   b. Pledge of Allegiance

II. Roll Call: by City Clerk Ruble. JoAnn Barrentine – Present, Jim Wier – Present, Robin Hefner – Present, Jimmy McMinn – Present, Art Brooke – Present. We have a quorum.

III. New Business
   a. New Sanitation Contract:

   R-2019-22 (A RESOLUTION AUTHORIZING THE MAYOR AND/OR THE CITY CLERK OF THE CITY OF WARD TO ENTER INTO A CONTRACT FOR RESIDENTIAL SOLID WASTE DISPOSAL SERVICES) Mrs. Hefner made a motion that we award the sanitation contract to Zella’s after the committee recommendation, second by Mr. Wier. Discussion. Motion passed with a 5-0 voice vote.

   Public Comment: WCA was lower than Zella’s by 50,000.00 for the life of the contract. Zella’s offered to pick up extra bags along with the trash in the 96 gallon container. Extra bags can get broke open by animals and weather and not maintain the cleanliness the city has achieved. WCA has worked very well with the city in making sure they have services us well.

   Mr. Wier made a motion that we approve R-2019-22 to allow the Mayor or City Clerk to enter into a sanitation contract with Zella’s, second Mr. McMinn. Discussion. Motion carries with a 4-1 roll call vote. Mr. Brooke – Nay, Mrs. Barrentine – Yea, Mr. Wier – Yea, Mrs. Hefner – Yea, Mr. McMinn – Yea.

IV. Announcements
Planning Commission Meeting: Monday, August, 26th, 7:00 pm
Ward Chamber of Commerce: Tuesday, September 3rd, 7 pm
Ward City Council Meeting: Monday, August 19th, 6:30pm
Crime Watch Meeting: Thursday, August 22, 6pm @ Ward Chamber of Commerce
Census Day: April 1, 2020
V. **Adjournment**

There being no further business, the meeting was adjourned at 6:40pm with a motion by Mrs. Hefner, second by Mrs. Barrentine. Motion to adjourn passed with a 5-0 voice vote.

We, the undersigned Mayor and City Clerk for the City of Ward, do hereby verify the foregoing to be true and correct record of proceedings of the City of Ward Regular Meeting held on Monday, August 12th, 2019 at 6:30pm.

APPROVED DATE: ____________________________

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

CITY SEAL
Council Meeting Minutes – 08.19.19
August 19th, 2019 at 6:30 PM

I. Call To Order: Meeting was called to order by Mayor Gastineau @ 6:30pm
   a. Prayer
   b. Pledge of Allegiance

II. Roll Call: by City Clerk Ruble. JoAnn Barrentine – Present, Jim Wier – Absent, Robin Hefner – Present, Jimmy McMinn – Present, Art Brooke – Present. We have a quorum

III. Review/approval of July 15th, 2019 Council Minutes:

   The July 15th, 2019 minutes were approved with a motion by Mr. McMinn, second by Mrs. Barrentine. Discussion. Motion passes with a 4-0 voice vote.

IV. Review/approval of July 18th, 2019 Special Council Minutes:

   The July 18th, 2019 Special Council Minutes were approved with a motion by Mrs. Hefner, second by Mr. Brooke. Discussion. Motion passes with a 4-0 voice vote.

V. Department Reports

   A motion was made to approve the Department reports by Mr. Brooke, second by Mr. McMinn. Discussion. Motion passes with a 4-0 voice vote.

VI. Commission Report:

   A motion was made by Mrs. Barrentine to approve the waste water system to change from a gravity feed to a force main with grinder pumps at each home, second by Mr. McMinn. Discussion. Motion passes with a 4-0 voice vote.

   Mr. Brooke made a motion to accept the Planning Commission Report, second by Mrs. Barrentine. Discussion. Motion passes with a 4-0 voice vote.

VII. Engineer Report:

   Read by City Clerk Ruble. A motion was made by Mr. Brooke to approve the Engineers Report, second by Mr. McMinn. Discussion. Motion passes with a 4-0 voice vote.
VIII. **Unfinished Business**

a. **Appointment of Council Member for Ward 2 Position 1**
Four candidates were given 3 Minutes to speak. Attorney Lacy held a closed ballot election between council members.

Results:
Each Candidate received 1 vote leaving them all tied.
Mrs. Hefner made a motion to go into executive session, second by Mrs. Barrentine. Discussion. Motion passes with a 4-0 voice vote.

Regular Council Meeting went into recess as the Council Members and the Mayor went into executive session.

Regular Council Meeting was called back into session by Mayor Gastineau at 7:04pm

Attorney Lacy held another closed ballot election between council members.

Results:
Ketterman – 2, Harbort – 1, Williams – 1
Mayor voted for Ketterman to have a majority.
Mayor Gastineau conducted the swearing in of Mr. Ketterman and he immediately took the position of Ward 1 Position 2.


c. **Ordinance O-2019-08 (AN ORDINANCE REPLACING CITY OF WARD ORDINANCE O-00497; AN ORDINANCE ESTABLISHING A FEE UPON THE PRIVILEGE TO ENGAGE IN BUSINESS, TRADE OCCUPATIONS, VOCATIONS, OR PROFESSION; AND PRESCRIBING MATTERS RELATING THERETO)** Second Reading: Mr. Brooke made a motion to put this on its second reading with the needed changes made, second by Mr. McMinn. Discussion. Motion passes with a 5-0 roll call vote. Mr. McMinn – Yea, Mr. Brooke – Yea, Mrs. Barrentine – Yea, Mr. Ketterman - Yea, Mrs. Hefner - Yea.

d. **Re-Investment of Water/Wastewater Funds:**

The city did reinvest with Centennial Bank as they had the best rates.
New Business

a. Resolution 2019-23 (A RESOLUTION ACKNOWLEDGING THE IMPORTANCE OF THE CITY OF WARD TO HAVE A VIABLE PARKS AND RECREATION PROGRAM THAT PROVIDES MEANINGFUL PROGRAMS AND ACTIVITIES FOR ALL AGES, IS ACCESSIBLE TO ALL PERSONS, AND IS SUSTAINABLE FOR MANY AND EXPRESSING THE WILLINGNESS OF THE CITY OF WARD TO OBTAIN AN ARKANSAS DEPARTMENT OF PARKS AND TOURISM OUTDOOR RECREATION MATCHING GRANT): Mr. Brooke made a motion to approve R-2019-23, second by Mr. McMinn. Discussion. Motion passes with a 5-0 roll call vote. Mr. Brooke - Yea, Mrs. Barrentine - Yea, Mr. Ketterman - Yea, Mrs. Hefner - Yea, Mr. McMinn - Yea.


c. Resolution 2019-25 (A RESOLUTION AUTHORIZING THE MAYOR AND/OR THE CITY CLERK OF THE CITY OF WARD TO ENTER INTO A CONTRACT TO REPAIR THE ROOF TO CITY GYM) Mr. Brooke made a motion to table this resolution, second by Mrs. Hefner. Discussion. Motion passes with 5-0 voice vote.

d. Resolution 2019-26 (RESOLUTION AUTHORIZING THE MAYOR AND/OR THE CITY CLERK OF THE CITY OF WARD TO ENTER INTO A CONTRACT TO MODIFY THE FRONT ENTRANCE TO CITY HALL FOR EASIER ACCESS BY DISABLED PERSONS) Mr. Brooke made a motion to approve R-2019-26 with Advance solution proposal, second by Mr. McMinn. Discussion. Motion passes with a 5-0 roll call vote. Mr. Ketterman - Yea, Mrs. Hefner - Yea, Mr. McMinn - Yea, Mr. Brooke, Mrs. Barrentine - Yea.


f. Repeal R-2019-21 (AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PROVIDE INTERNET SERVICE TO THE WASTEWATER TREATMENT PLANT) Mrs. Hefner made a motion to repeal R-2019-21, second by Mrs. Barrentine. Discussion. Motion passes with a 5-0 roll call vote. Mr. McMinn - Yea, Mr. Brooke - Yea, Mrs. Barrentine - Yea, Mr. Ketterman - Yea, Mrs. Hefner - Yea.
g. Arkansas Legislative Audit Report:
   Every Council Member received a copy of this audit.

h. City Property Yard Sale:
   Mr. Brooke makes a motion to approve the city having a garage sale of city property on September 7th, 2019 from 8am to 3pm in the Gym, second by Mrs. Barrentine. Discussion. Motion passes with a 5-0 roll call vote.

IX. Mayor’s Report:
   As handed out by the Mayor.

X. Public Comment on Non-Agenda Items:
   Mr. Cox with WCS made public comment to thank the city for working with them.

XI. Announcements

   Planning Commission Meeting: Monday, August, 26th, 7:00 pm
   Crime Watch Meeting: Thursday, August 22, 6 pm @ Ward Chamber of Commerce
   Ward Chamber of Commerce: Tuesday, September 10th, 7 pm
   Ward City Council Meeting: Monday, September 16th, 6:30 pm
   Crime Watch Meeting: Thursday, August 22, 6 pm @ Ward Chamber of Commerce
   Census Day: April 1, 2020

XII. Adjournment:

   There being no further business, the meeting was adjourned at 7:37pm with a motion by Mr. McMinn, second by Mrs. Barrentine. Motion to adjourn passed with a 5-0 voice vote.

We, the undersigned Mayor and City Clerk for the City of Ward, do hereby verify the foregoing to be true and correct record of proceedings of the City of Ward Regular Meeting held on Monday, August 19th, 2019 at 6:30pm.

APPROVED DATE: ________________________

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

CITY SEAL
CITY OF WARD
ORDINANCE O-2019-07

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WARD, LONOKE COUNTY, STATE OF ARKANSAS: AN ORDINANCE TO BE ENTITLED: "AN AMENDMENT TO ORDINANCE_2012-10, AN ORDINANCE ESTABLISHING A POLICY FOR A DRUG-FREE WORKPLACE. BE IT ORDAINED BY THE CITY COUNCIL OF WARD, ARKANSAS, THAT:"

WHEREAS, it is appropriate for the City of Ward to have an established policy for a drug-free workplace, and that this policy be updated from time-to-time, as required;

WHEREAS, Ordinance O-2012-01 of the City of Ward and thereby Ward Municipal Code 2.40 is hereby amended as follows;

SECTION 1: Delete Section 3(a)(6) and replace with the following:

(6) Lifeguards, emergency medical technician, emergency services dispatchers, and rescue workers.

(7) Operators of heavy equipment, including front-end loaders, trucks, and riding lawn mowers, or other similar equipment, where the equipment is used around individuals, alongside the public right of way.

(8) Wastewater treatment plant operators, and water treatment operators.

(9) Other employees whose duties meet the definition of safety or security sensitive after consultation with and approval by the Arkansas Municipal League, and where the operation of a motor vehicle is not incidental to the employee’s occupation.

SECTION 2: Add the following to Section 6

(6) Employees shall not abuse, knowingly overmedicate, inappropriately consume, otherwise mistreat any prescription drugs approved by the employee’s physician.

(7) Employees shall not possess, smoke, or otherwise use medical marijuana while on city premises or while on duty.

SECTION 3: Change the 0.01 in Section 9(b) to 0.02.

SECTION 4: After “...released to return to duty.” add the following to Section 9(b)

However, the employee may use accumulated leave time between the end of the original suspension and being released to return to work.
SECTION 5: REPEAL: Any portion or portions of the amendment adopted herein which are contrary to existing Ordinances of the City of Ward, Arkansas shall prevail and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of conflict.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Ward, Arkansas;

PASSED AND ADOPTED THIS ________ DAY OF ____________, 2019

YEAS: ________  NAYS: ________

APPROVED:

_____________________________________
Charles Gastineau
Mayor

ATTEST:

_____________________________________
Courtney Ruble
City Clerk
ORDINANCE NUMBER 0-2019-08

BUSINESS LICENSE FEE

AN ORDINANCE REPLACING CITY OF WARD ORDINANCE O-00497; AN ORDINANCE ESTABLISHING ANNUAL FEE UPON THE PRIVILEGE TO ENGAGE IN BUSINESS, TRADE OCCUPATIONS, VOCATIONS, OR PROFESSION; AND PRESCRIBING MATTERS RELATING THERETO.

WHEREAS, A.C.A. § 26-77-102 authorizes a city council to ordinances requiring any person, firm, individual, or corporation that shall engage in, carry on, or follow any trade, business, profession, vocation, or calling, within the cooperate limits of the city or town, to pay a license fee or tax.

WHEREAS, The City of Ward, Arkansas, in 1997 established a tax on all persons, firm, or corporation engaged in business, trade, vocation, or professions; and

WHEREAS, The City of Ward, Arkansas has determined that it is the best interest of the citizens of Ward to adjust the license payment schedule in order to meet the City’s increased cost.

SECTION 1 FEE SCHEDULE: For the number of employees identified below, the fees will be as follows.

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>1</th>
<th>2-10</th>
<th>11-25</th>
<th>26-75</th>
<th>76 and Above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Fees</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$150.00</td>
<td>$300.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

SECTION 2 — TRANSFER OF LICENSE:

No license issued under this Ordinance shall be transferred.

SECTION 3 — SUSPENSION OR REVOCATION OF LICENSE; CRITERIA: The Mayor or City Clerk, may suspend or revoke a business license or permit when the licensee, officer, or partner thereof, or another person with a legal interest in the license:

(1) Knowingly cause, aids, abets, or conspires with another to cause any person to violate any of the laws of this state or the city which may affect or relate to the licensed business;
(2) Has obtained a license or permit by fraud, misrepresentation, concealment, or through inadvertence or mistake;
(3) Is convicted of, forfeits bond upon, or pleads guilty of any offenses related to the operation of the licensed business;
(4) Makes a misrepresentation or fails to disclose a material;
(5) Violates any building, safety, fire or health regulation on the premises in which the business is located after receiving warning from the city to refrain from such violations;
(6) Is in violation of a zoning regulation of the city; or
(7) Is indebted or obligated to the city for past due fees or taxes;

SECTION 4 – PROCEDURES FOR REVOCATION OR SUSPENSION:

(1) When the Mayor or City Clerk determines that there is reasonable basis for suspending or revoking a business license, the Mayor or City Clerk shall notify the licensee by certified mail of the city’s intention to suspend or revoke such license. The notice shall also state the reason for the suspension or revocation and the date that the suspension or revocation will become effective unless a hearing is requested. The suspension or revocation shall become effective seven days after the date of the notice is mailed to the licensee, within such seven-day period, files a written request with the Mayor or City Clerk for a hearing. The licensee shall state why the criteria in Section 2 does not apply to the business.

(2) Hearing Procedure:
   a. The Mayor or City Clerk, shall schedule and hold a hearing within 20 days following receipt of a request that meets the requirements in section (1) of this Section. The suspension or revocation will be stayed pending the decision by the Mayor or City Clerk after the hearing. At the hearing, both the licensee and the city shall be entitled to present evidence.
   b. Upon completion of the hearing, the Mayor or City Clerk shall make a decision about the suspension or revocation and shall deliver a written decision to the licensee.
      i. If delivery is via mail, it shall be by certified mail. If the decision to suspend or revoke the license, such action shall be effective one day after delivery of the decision, provided that the effective date shall be three days after the date of the mailing, if delivery is via mail. The decision shall be the final decision of the city.
ii. If the decision if hand-delivered, it shall be delivered by a uniformed officer. The effective date shall be three days after hand-delivery. The decision shall be the final decision of the city.

(3) Return of license upon revocation. Whenever a license is revoked, the licensee shall immediately return the license to the City Clerk. There shall be no refund of any part of the amount paid for the annual license. In order for the business to resume operations, city approval of a new application for a new license is required.

SECTION 5– LICENSE NOT CONSTRUED TO PERMIT PROHIBITED USES OR ACTIVITIES:

Notwithstanding any provisions to the contrary, a license hereunder shall not be issued to any person who uses or occupies or proposes to use or occupy any real property or otherwise conducts or proposes to conduct any business in violation of the provision of any ordinance of the city or the statues of the state. The granting of a business license shall in no way be construed as permission or acquiescence in a prohibited activity or other violation of the law.

SECTION 5 – PENALTY:

It is hereby declared a violation of the law for any person, firm or corporation carrying on a business, profession or occupation within the city to fail and/or refuse to comply with any of the provisions of this division. Upon conviction for such violation, the offender shall be fined in amount not less than $50.00 nor more than $500.00 for each separate violation; provided, however, in no case shall the fine be in excess of double the amount of the license fee provided.

SECTION 6 - REPEAL:

Any portion or portions of the amendment adopted herein which are contrary to existing Ordinances of the City of Ward, Arkansas shall prevail and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of conflict.
NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Ward, Arkansas;

PASSED AND ADOPTED THIS _________ DAY OF __________, 2019

YEAS: _________  NAYS: _________

APPROVED:

________________________
Charles Gastineau
Mayor

ATTEST:

________________________
Courtney Ruble
City Clerk
RESOLUTION No. R-2019-28

A RESOLUTION ACKNOWLEDGING THE ELECTION OF COUNCIL MEMBER FOR THE CITY OF WARD BY THE MAJORITY VOTE OF THE GOVERNING BODY

WHEREAS, during the June 2019 City Council Meeting, the Council declared a vacancy following the resignation of Council Member Chasity Scott; and,

WHEREAS, during the July 2019 City Council Meeting, since no candidate received a majority vote, a Motion was made and approved to table the election until the August 2019 meeting, and,

WHEREAS, during the August 2019 City Council Meeting, Christopher Kettermann received a majority vote of the Governing Body to fill the vacancy; and,

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF WARD THAT Christopher Kettermann has been found to be duly qualified and eligible for the position of City of Ward Council Member and was elected on August 19, 2019 by a majority vote of the Governing Body to commence his duties as such immediately.

Said resolution has been properly introduced and the vote was:

PASSED: YEAS______ NAYS______

DATE:

APPROVED:

__________________________
Charles Gastineau, Mayor

ATTEST:

__________________________
Courtney Ruble, City Clerk
RESOLUTION No. R-2019-29

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A PUBLIC POINT OF DISPENSING WITHIN THE WARD CITY HALL COMPLEX

WHEREAS, The Center of Disease Control and Prevention (CDC) has stockpiled sustainable repositories of lifesaving medical countermeasure as needed to respond to an act of terrorism, pandemic, natural disaster or public health emergency in the Strategic Nations Stockpile Program at CDC; and,

WHEREAS, The Arkansas Department of Health (ADH) has a need to establish Public Points of Dispensing (POD) to dispense medication/administer vaccinations to the “general public”, identified staff, family members, patients, contacts, and specific groups outlined in the Facility’s Mass Prophylaxis Dispensing Site Plan (MCM) as a component of the County MCM Plan; and,

WHEREAS, the City of Ward has space within the City Hall Complex to facilitate a Public POD; and,

WHEREAS, it is the best interest of the citizens of Ward and surrounding community for the City of Ward to make available such facility to the ADH for such use.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF WARD THAT the Mayor or City Clerk is hereby authorized to enter into a Memorandum of Agreement (MOA) – without cost to the City of Ward – with the Arkansas Department of Health to facilitate the establishment of a Public POD at the City Hall Complex. Said MOA would be reviewed annually and maybe terminated per the terms of the MOA.

Said resolution has been properly introduced and the vote was:

PASSED:  YEAS _______ NAYS _______

DATE:  

APPROVED:

______________________________
Charles Gastineau, Mayor

ATTEST:

______________________________
Courtney Ruble, City Clerk  SEAL
Arkansas

MEMORANDUM OF AGREEMENT

BETWEEN

ARKANSAS DEPARTMENT OF HEALTH [ADH]

AND

City of Ward

I. PURPOSE: EMERGENCY FACILITY USE FOR ADMINISTRATION OF MEDICAL COUNTERMEASURES.

The Arkansas Department of Health (hereafter referred to as ADH) and City of Ward (Hereafter referred to as the Facility) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of effectively responding to acts of biological and chemical terrorism and other public health emergencies. The Centers for Disease Control and Prevention (CDC) has stockpiled sustainable repositories of lifesaving medical countermeasures as needed to respond to an act of terrorism, pandemic, natural disaster or public health emergency in the Strategic National Stockpile (SNS) Program at CDC (CDC DSNS). The Arkansas Department of Health has developed plans for the receipt, distribution, and dispensing/administering medical countermeasures. Those plans are combined in what shall be referred to as the Arkansas Strategic National Stockpile Plan. This Agreement will augment those plans, for rapid deployment of those medical countermeasures.

II. SCOPE OF SERVICES:

A. The Facility agrees:

1. To designate a 24 hour point of contact and alternate point of contact for the emergency utilization of medical countermeasures (MCM) and provide contact information to the ADH Preparedness and Emergency Response Branch, Strategic National Stockpile (ADH/SNS) Program and Local Health Unit (LHU), at the time of
agreement on this MOA and notify the ADH/SNS Program and LHU of any changes in point of contact personnel within 48 hours.

2. To not charge individuals for medications or administration of that have been provided through this agreement, except as permitted by the State of Arkansas or by CDC.

3. To participate in dispensing/vaccination training/education opportunities as requested by ADH.

B. The Arkansas Department of Health (ADH) Agrees:

1. To provide suitable staff and/or qualified volunteers and materiel to accomplish a mass dispensing/vaccination campaign to a large scale public health event.

2. To provide mass prophylaxis dispensing/vaccination specific training/education opportunities to identified staff of the Facility.

3. To provide pre-event planning and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.

4. To provide coordination as outlined in the County MCM Plan to the Facility to the best of their ability.

5. To make arrangements to collect any unused medical countermeasures as well as copies of all medical documentation.

C. It Is Mutually Agreed That:

1. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).

2. This memorandum will go into effect only at the request and direction of the ADH.

3. The Facility would be considered a Public POD in that the physical facility would be utilized to dispense medications/administer vaccinations to the “general public”, identified staff, family members, patients, contacts, and specific groups outlined in the Facility’s Mass Prophylaxis Dispensing Site Plan as a component of the County MCM Plan.

4. It is understood that the Facility’s participation is completely voluntary and may not be available/utilized at the time of the event. If so, the Facility would not be considered a POD and their staff and/or specific groups would be required to attend a Public POD operated by ADH and not receive any preferential treatment.
III. Definitions

1. **Arkansas Department of Health (ADH)** - the State's public health agency and Emergency Support Function (ESF) #8 lead agency.

2. **Arkansas SNS Plan** - a plan developed by the Arkansas Department of Health to receive, distribute, and dispense/administer the SNS, as Managed by the Centers for Disease Control and Prevention (CDC). This plan is updated annually with the assistance from partners identified as having a role in the AR SNS Plan.

3. **County SNS Plan** - a plan developed by the county health department, Arkansas Department of Health dispense/administer medical countermeasures, as identified in the Arkansas Strategic National Stockpile plan. This plan is updated annually with the assistance from partners identified as having a role in the AR SNS Plan.

4. **Medical Countermeasure (MCM)** - includes those drugs, biological products, and devices that are intended to prevent or lessen the onset or duration of disease.

5. **Point of Dispensing (POD)** - a location where pharmaceuticals and other medications are distributed to end users; these facilities may range from small clinics to large operations with multiple staging and operation areas; these facilities may also support a range of methods of distributing drugs and medications to the patients.

6. **Public POD** - a POD that would dispense medications to the “general public” and to identified staff, family members, patients, contacts, and specific groups outlined in the Facility’s Mass Prophylaxis Dispensing Site Plan as a component of the County MCM Plan.

7. **Facility** - the business/organization willing to become a POD.

8. **Strategic National Stockpile (SNS)** - CDC's Strategic National Stockpile (SNS) has large quantities of medicine and medical supplies to protect the American public if there is a public health emergency (terrorist attack, flu outbreak, and earthquake) severe enough to cause local supplies to run out. Once federal and local authorities agree that the SNS is needed, medicines will be delivered to any state in the U.S.
within 12 hours. Each state has plans to receive and distribute SNS medicine and medical supplies to local communities as quickly as possible.

IV. Terms and Conditions

1. **Effective Dates** - This MOA shall be effective when all parties have signed, and will continue indefinitely, unless terminated according to Section IV, Terms and Conditions, Paragraph 2, Termination.

2. **Termination** – This agreement will be reviewed annually. Subject to the provisions contained below, this MOA may be terminated by either party providing sixty (60) days advance written notice of termination. Furthermore, in the event of budgetary reasons the ADH can no longer support this MOA it shall terminate immediately upon written notification to the Facility.

3. **Amendment** - Any changes to this MOA, which are mutually agreed upon between ADH and the Facility shall be incorporated in a written amendment to this MOA and will not become effective until the amendment is signed by both parties.

4. **Nondisclosure** - To the extent permitted by law, the parties agree that neither will disclose the location of SNS materiel or the nature of this effort except as is necessary to fulfill its mission, and statutory and regulatory responsibilities.

5. **Liability** - Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney’s fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of Services pursuant to this MOA.

6. **Non-Discrimination** - No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this MOA on the grounds of race, disability, color, sex, religion, age, health status or national origin.

7. **Evaluation of MOA** - Appropriate staff of the Facility and the ADH will review this MOA annually to evaluate this MOA based on the responsibilities for each party listed under section II, Scope of Services, of this Agreement.

8. **Governing Law** - This MOA shall be construed and enforced in accordance with appropriate federal Laws and the laws of the State of Arkansas specifically, the Arkansas State Claims Commission laws.
9. **Licenses** - The parties agree that during the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein.

10. **Expenses** - Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

11. **Severability** - Should a court of competent jurisdiction rule any portion of this Agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the Agreement and all remaining portions and sections of the remains in full force and effect.
V. Signatures

Arkansas Department of Health

W. Steven Carter, CFO
Arkansas Department of Health

DATE:
4815 West Markham Street
Little Rock, Arkansas 72203-1437
501-661-2000

www.healthy.arkansas.gov

City of Ward

DATE:
Charles K. Gastineau
Mayor

PO Box 237
Ward, AR 72176
501-843-7686

www.wardarkansas.org

Signatory Phone:

County of Operations:
RESOLUTION NO. R-2019-30

A RESOLUTION AUTHORIZING THE USE OF A SEPARATE CHECKING ACCOUNT
FOR THE WARD WASTEWATER REHAB GRANT
GRANT CONTROL NUMBER 790-09046

WHEREAS, the City of Ward was awarded a $224,500.00 Community Development Block Grant
from the Arkansas Community and Economic Development Program for Ward Wastewater
Rehab/Improvements; and,

WHEREAS, to ensure proper management of the grant funds and as required by the grant
authority, a separate checking account is required; and,

WHEREAS, the Mayor, City Clerk, and/or Director of Finance are authorized to sign checks on
this account.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Ward, Arkansas, the Mayor and/or
City Clerk is hereby authorized to execute such writings and take such actions to open a
separate checking account at the Ward Branch of the Centennial Bank to receipt for and
disburse funds pertaining to the Ward Sewer Improvement Grant, and to remain open until
such time as to when all funds have been properly disbursed and reconciled by the proper
authorities.

Said resolution has been properly introduced and the vote was:

PASSED/FAILED: YEAS ______ NAYS ______

DATE: 

APPROVED: ______

_________________________
Charles Gastineau, Mayor

ATTEST:

_________________________
Courtney Ruble, City Clerk

SEAL
RESOLUTION NO. R-2019-31

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF WARD, ARKANSAS, AND BOND CONSULTING ENGINEERS
GRANT CONTROL NUMBER 790-09046

WHEREAS, the City Council of the City of Ward, Arkansas, (the “Council”) has determined that it is the best interest of the City of Ward, Arkansas (the “City”) to enter into the attached Agreement (the “Agreement”) with Bond Consulting Engineers. for professional services (“Bond”) for the City of Ward Sewer Improvement Project.

WHEREAS, The Agreement is substantially the form presented at the meeting in which this Resolution is addressed, is hereby approved, and the Mayor and/or Clerk of the City is authorized to execute the Agreement on behalf of the City, with any changes as may be approved by the Council consistent with the Agreement presented and the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Ward, Arkansas, the Mayor and/or City Clerk is hereby authorized to execute such writings and take such actions as may appropriate to carry out the terms of this Resolution and to execute the attached Agreement.

Said resolution has been properly introduced and the vote was:

PASSED/FAILED: YEAS_______ NAYS_______

DATE: 

APPROVED:

_________________________
Charles Gastineau, Mayor

ATTEST:

_________________________
Courtney Ruble, City Clerk

SEAL
July 17, 2019

Mayor Charles Gatineau
Ward City Hall
PO Box 237
Ward Arkansas 72176

Re: Engineering Agreement - Whippoorwill – Morrison Sanitary Sewer Replacement

Dear Mayor Gastineau:

Attached is our Engineering Agreement for the proposed project. You will note we have included a topographic survey and assistance with research for the easement.

Feel free to call or email with any questions.

Sincerely yours,

Tommy Bond, P.E.

cc: Mrs. Leigh Ann Pool
TO: Mayor Charles Gastineau  
Mayor - City of Ward, Arkansas

FROM: Aaron Robinson, PE PS  
Bond Consulting Engineers, Inc.  
2501 TP White Drive  
Jacksonville, AR 72076

RE: Engineering Agreement, Whippoorwill-Morrison Sanitary Sewer Replacement, Ward Arkansas

July 15, 2019

Dear Mayor Gastineau,

I greatly appreciate your interest in using Bond Consulting Engineers for this project. This proposal includes and details the roles provided by our firm.

Our fees are detailed below.

Engineering Fee .................................................................................................................................... $ 18,600
・ This price includes the following items: site plan development, sanitary sewer design and calculations, erosion control plans, drafting, specs, bidding, and misc office time. This also includes attending city meetings and preconstruction meetings.

Topographic Surveying Fee .................................................................................................................. $ 1,500
・ This price includes the following items: Topographic survey of the route with 1-foot contour intervals.

Construction Administration ................................................................................................................ $ 8,400
・ This would include any shop drawing review, RFI responses, and site visits during construction.

Easement ........................................................................................................................................... $ 500
・ This will be for the preparation of legal descriptions for easements required.
EXCLUSIONS
Other services available from Bond Consulting Engineers, Inc. that are NOT INCLUDED in this contract are:

1. Fees to City and/or Health Department
2. Shipping and/or Delivery
3. Special Travel Needs
4. Replating or Platting of Property
5. Rezoning of Property
6. Structural Retaining Wall Design
7. Geotechnical Engineering
8. FEMA and/or CORP 404 Submittals.
9. Wetland Determinations

ADDITIONAL SERVICES
1. Any and all additional services must be issued and signed by both parties including cost for said revision.

STANDARD PROVISIONS

If any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on these portions. The Engineer shall be entitled to compensation in accordance with this Agreement for all services performed, whether or not the Construction Phase commenced.

Standard of Care
Services provided by the Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Engineer understands that the project shall be designed as cost efficient as possible and shall attempt to specify the most economical materials and solutions that are acceptable to governing agencies.

GENERAL CONDITIONS

Billing Frequency
The Engineer shall invoice on a monthly basis.

Suspension of Services
If the project is suspended for more than (120) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and upon resumption, and equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than (120) calendar days in the aggregate, the Owner may, at its option, terminate this Agreement upon giving notice in writing to the Engineer. If the Owner fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon (5) calendar days’ notice to the Owner. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner.
**Owner’s Responsibilities**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Engineer shall be entitled to rely on the accuracy and completeness of the Owner’s information. The Owner shall furnish consulting services not provide by the Engineer, but required for the Project, such as Architectural building design. The Owner shall employ a contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

**Use of Documents**

Drawings, specifications and other documents prepared by the Engineer are the Engineer’s Instruments of Service, and are for the Owner’s use solely with respect to constructing the Project. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Engineer grants to the Owner a license to use the Engineer’s Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Engineer from all costs and expenses related to claims arising from the Owner’s use of the Instruments of Service without retaining the Engineer. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

**Termination of Services**

The Owner may terminate this Agreement at any time with or without cause upon giving the Engineer (30) calendar days prior written notice. The Owner shall, within (15) calendar days of the date of final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract. If the Owner fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by the Engineer.

**Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her Engineer 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 expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her Engineer to all those named shall not exceed ($50,000.00). Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Delays**

The Engineer is not responsible for delays caused by factors beyond the Engineer’s reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the Engineer’s services or work product promptly. When such
delays beyond the Engineer's reasonable control occur, the Owner agrees the Engineer is not responsible for damages, nor shall the Engineer be deemed to be in default of this agreement.

**Hourly Rates for Additional Work**

When additional work is requested which is not agreed upon as outlined in the proposal the following fee schedule will be used to determine additional work requested.

- Senior Registered Professional Engineer ........................................ $ 150.00
- Registered Professional Engineer .................................................. $ 135.00
- Registered Land Surveyor ............................................................ $ 90.00
- Survey Crew (2 man) w/equipment .............................................. $ 150.00
- Survey Party Chief ....................................................................... $ 75.00
- AutoCAD Drafter ........................................................................... $ 70.00
- Office Administration ..................................................................... $ 45.00

Contract offered this 25th day of February 2019

Engineer: ________________________________

Bond Consulting Engineers, Inc.

Contract accepted this ________________ day of ___________ 2019

Owner/Architect: _______________________________________________________

Title

Sincerely,

__________________________

Aaron Robinson, P.E., P.S.
RESOLUTION NO. R-2019-32

A RESOLUTION APPROVING SECOND ADDENDUM TO WATER PURCHASE CONTRACT BETWEEN LONOKE WHITE PUBLIC WATER AUTHORITY OF THE STATE OF ARKANSAS AND THE CITY OF WARD, ARKANSAS; AUTHORIZING THE MAYOR TO EXECUTE SUCH ADDENDUM; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City of Ward ("Ward") is a participating utility in the Lonoke White Public Water Authority of the State of Arkansas ("LWPWA"); and

WHEREAS, LWPWA and Ward entered into a Water Purchase Contract (the "Agreement") dated November 9, 2010, (the "Original Contract"), as amended by an Addendum to Water Purchase Contract dated November 14, 2011, (the "First Addendum") pursuant to which LWPWA sells water on a wholesale basis to Ward and Ward buys such water from LWPWA; and

WHEREAS, LWPWA and Ward hereto desire to further clarify Ward’s obligation to purchase water under the Original Contract, as amended by the First Addendum, and does so by this Second Addendum herein (collectively, the "Contract").

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ward, State of Arkansas:

 Section 1. The Second Addendum, in substantially the form presented at the meeting at which this Resolution is addressed, between LWPWA and Ward is hereby approved.

 Section 2. Ward is authorized to enter into the Second Addendum, and the Mayor of the City of Ward, Arkansas, is authorized to execute the Addendum and take such actions as may be appropriate to carry out the terms of this Resolution.

 Section 3. Action heretofore taken by the Mayor of the City of Ward, Arkansas, and consistent with, and necessary to effect, the purposes of this Resolution is hereby authorized and ratified.

 Section 4. This Resolution, being necessary for the preservation of the public health and safety, shall be in effect on its adoption.

Said resolution has been properly introduced and the vote was:

PASSED/FAILED: YEAS NAYS

DATE:

APPROVED:
Charles Gastineau, Mayor

ATTEST:

Courtney Ruble, City Clerk

SEAL
SECOND ADDENDUM TO WATER PURCHASE CONTRACT

THIS SECOND ADDENDUM TO WATER PURCHASE CONTRACT (this "Second Addendum"), made and entered into as of the _____ day of __________, 2019, by and between Lonoke/White Public Water Authority of the State of Arkansas (the "Seller"), and the City of Ward, Arkansas (the "Purchaser");

WITNESSETH:

WHEREAS, the parties hereto have entered into a Water Purchase Contract dated as of November 9, 2010 (the "Original Contract"), as amended by an Addendum to Water Purchase Contract dated as of November 14, 2011 (the "First Addendum"), pursuant to which the Seller sells water on a wholesale basis to the Purchaser and the Purchaser purchases such water from the Seller; and

WHEREAS, the parties hereto desire to clarify the Purchaser’s obligations to make payments under the Original Contract, as amended by the First Addendum and by this Second Addendum (collectively, the "Contract"); and

WHEREAS, the Seller has determined to refund certain bonds (the "USDA Bonds") that are owned by the United States Department of Agriculture – Rural Development ("USDA"); and

WHEREAS, the parties hereto desire to remove certain rights of USDA since the USDA Bonds will no longer be outstanding and thus USDA will no longer own bonds issued by the Seller; and

WHEREAS, the parties hereto desire to enter into this Second Addendum in order to accomplish the foregoing;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter set forth, including the original terms, covenants, privileges, and conditions set forth in the Original Contract and the First Addendum (as further amended hereby), and in further consideration of the continuing and enhanced performance of the Contract on the part of each of the parties, it is understood and agreed that the Original Contract, as amended by the First Addendum, is hereby further amended as follows:

1. Paragraph C.5.b.4. shall be amended to read as follows:

"4. Subject to the provisions of Paragraph C.10. (Funding of Purchaser) hereof, to exercise all other remedies of every nature that may be available to Seller either at law or in equity that may arise as a result of the default of Purchaser under this Contract."
2. Paragraph C.6.2. (Retention of Existing Water Purchase Contracts) shall be amended (effective on the date that the USDA Bonds are refunded, redeemed, retired, or otherwise paid in full) to read as follows:

"6.2. (Retention of Existing Water Purchase Contracts) That Purchaser has the ability to retain existing water purchase contracts that are required for it to meet its water demands."

3. A new paragraph provision, Paragraph C.10. (Funding of Purchaser), shall be inserted and added and shall read as follows:

"10. (Funding of Purchaser) The parties hereto agree that all Purchaser revenues associated with the funding of the Contract shall be derived solely from revenues generated by the sale of Purchaser's water to its customers and that except for a pledge of said revenues that Purchaser does not otherwise further guarantee the obligations hereunder with its full faith and credit."

4. Paragraph C.8.2. is hereby deleted in its entirety. This provision shall be effective on the date that the USDA Bonds are refunded, redeemed, retired, or otherwise paid in full.

5. The Original Contract, as amended by the First Addendum and as further amended hereby, is in all respects ratified, confirmed and continued for the benefit of the parties hereto and shall remain in full force and effect through the effective term of the Contract.

IN WITNESS WHEREOF, the parties hereunto, acting under the authority of their respective governing bodies, have caused this Second Addendum to be executed in counterparts, each of which will constitute originals, as of the date first hereinabove written.

[Signature page to follow.]
CITY OF WARD, ARKANSAS, as Purchaser

By: __________________________

Mayor

ATTEST:

_______________________________
City Clerk

LONOKE/WHITE PUBLIC WATER AUTHORITY OF THE STATE OF ARKANSAS

By: __________________________

President

ATTEST

_______________________________
Secretary