

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Aldermen

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Mark Vaught

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Jack Bell

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones, Jr.

Ward 4 Position 2 – Shelia Whitmore

CITY OF CONWAY

5:30pm – Committee Meeting

Park Purchases

6:30pm -- Council Meeting:

Courtroom in District Court Building

810 Parkway, Conway, AR 72034

March 6th, 2007

1. Call to Order

2. Roll Call

3. Minutes: February 27th, 2007

4. Recognition of Guests:

5. Public Hearings:

A. Public hearing to discuss closing a partial utility easement located on Lot #11 of Green Gables.

1. Ordinance to partial close the utility easement along the west property line of Lot #11 of the Green Gables Subdivision (325 Hannah Drive).

6. Report of Standing Committees:

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

1. Consideration to annexation property located immediately south of Cresthaven Subdivision Phase II west of Mill Road.
2. Resolution establishing the intent of the City of Conway to annex certain lands located on the North Side of Prince Street (5015 Sistine Chapel Drive) across from Four Winds Chapel.
3. Ordinance to rezone property located at 4725 Prince Street from A-1 to O-1.
4. Ordinance to rezone property located at #731 Donaghey Avenue, #2121-2219 Robinson Avenue, #2116-#2130 Louvenia Avenue and #702 and #708 Western Avenue from R-2A and O-3 to S-1.
5. Ordinance to rezone property at 708 S. Donaghey Avenue from R-1 to O-2.
6. Ordinance to rezone property located at #3630, #3640, #3650, #3660, #3670, and #3780 Jeanna Drive from A-1 to MF-2.
7. Consideration for a floodplain specialty consultant to help satisfy FEMA requirements in regards to their 2006 Community Assistance Visit (CAV) & consideration/discussion of Harkrider street improvements.

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

1. Consideration to amend the agreement between the City of Conway and Delta Beverage Group (Pepsi Americas) to add a scoreboard out at Beaverfork.

C. Public Safety Committee (Police, CEOC, Fire, Dist. Court & City Att., & Animal Control)

1. Ordinance appropriating funds for Civil Service Commission for specialty advertising.

7. Old Business

- A. Ordinance to clarify the inclement weather policy for the City of Conway
- B. Ordinance to clarify the emergency call out and/or off duty court duty policy for the City of Conway.

8. New Business

Adjournment

ORDINANCE NO. O-07-_____

ORDINANCE CLOSING A PARTIAL UTILITY EASEMENT THAT LIES IN THE MOST EASTERLY FIVE FEET (5') OF A THIRTY FOOT DEEP UTILITY EASEMENT WHICH RUNS NORTH AND SOUTH ALONG THE WEST PROPERTY LINE OF LOT #11 OF THE GREEN GABLES SUBDIVISION; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, a petition was duly filed with the City Council of the City on Conway on the 20th day of February, 2007 asking the City Council to vacate and abandon part of the easement designated on the plat of record in plat book, page 17, with the physical address of 325 Hannah Drive, within the city limits.

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a easement herein described; has not been actually used by the public generally for a period of at least (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the easement to be vacated have filed with the council their written consent to the abandonment; and abandonment of the easement.

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons all it's rights, together with the rights of the general public generally, in and to the easement designated as follows:

Partial easement closing of the most easterly five foot deep utility easement which runs north and south along the west property line of Lot #11 of the Green Gables Subdivision to the City of Conway, Faulkner County, AR (Plat of Record in Plat Book H, page 17, Records of Faulkner County, AR)

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

Section 3. This ordinance shall take effect and be in force from and after its passage.

Passed this 27th day of February, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**CITY OF CONWAY
PLANNING COMMISSION**

1201 Oak Street
Conway, Arkansas 72032
(501) 450-6105

6A-1

February 28, 2007

Council Members
Conway, AR 72032

Dear Council Members:

A request for annexation of property located immediately south of Cresthaven Subdivision Phase II west of Mill Pond Road with the legal description:

A part of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section Two (2), Township Four (4) North, Range Fourteen (14) West, and a part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section Thirty-Five (35), Township Five (5) North, Range Fourteen (14) West, Faulkner County, Arkansas, being more particularly described as beginning at the $\frac{3}{8}$ " rebar marking the SW corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$ and running thence N02°59'08"E, along the West line of said N $\frac{1}{2}$ NW $\frac{1}{4}$, 999.91 feet to the boundary of Cresthaven Subdivision Phase 2 to the City of Conway, Arkansas. Thence run along the boundary of said Subdivision S72°18'44"E, 157.68 feet; thence N80°46'15"E, 921.70 feet; thence S55°59'48"E, 999.21 feet; thence S89°38'36"E, 578.81 feet; thence S02°06'17"W, 647.65 feet to a point on the South line of said N $\frac{1}{2}$ NW $\frac{1}{4}$; thence run N87°26'57"W, 2480.46 feet to the point of beginning. Said tract contains 50.95 acres more or less.

was reviewed by the Planning Commission at its regular meeting on February 20, 2007. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation of approval for annexation subject to the property being released by the County and to an agreement being reached with Conway Corp for utility easements.

Submitted by,

Adam Thomas, Chairman
Planning Commission

Bryan Patrick

From: Bill Bethea [bill.bethea@conwaycorp.com]
Sent: Tuesday, February 20, 2007 4:52 PM
To: Bryan Patrick; Mike Murphy
Subject: FW: Annexation Easements and Right-Of-Ways

This is the language we discussed in our meeting today in case you need to share it with any of the Commissioners to be possibly included in the Ordinance.

From: Greg Dell

From: Greg Dell
Sent: Tuesday, September 26, 2006 11:30 AM
To: Bill Bethea
Cc: Dale Gottsponer; Tony Van Pelt
Subject: RE: Trey Lane

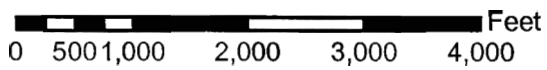
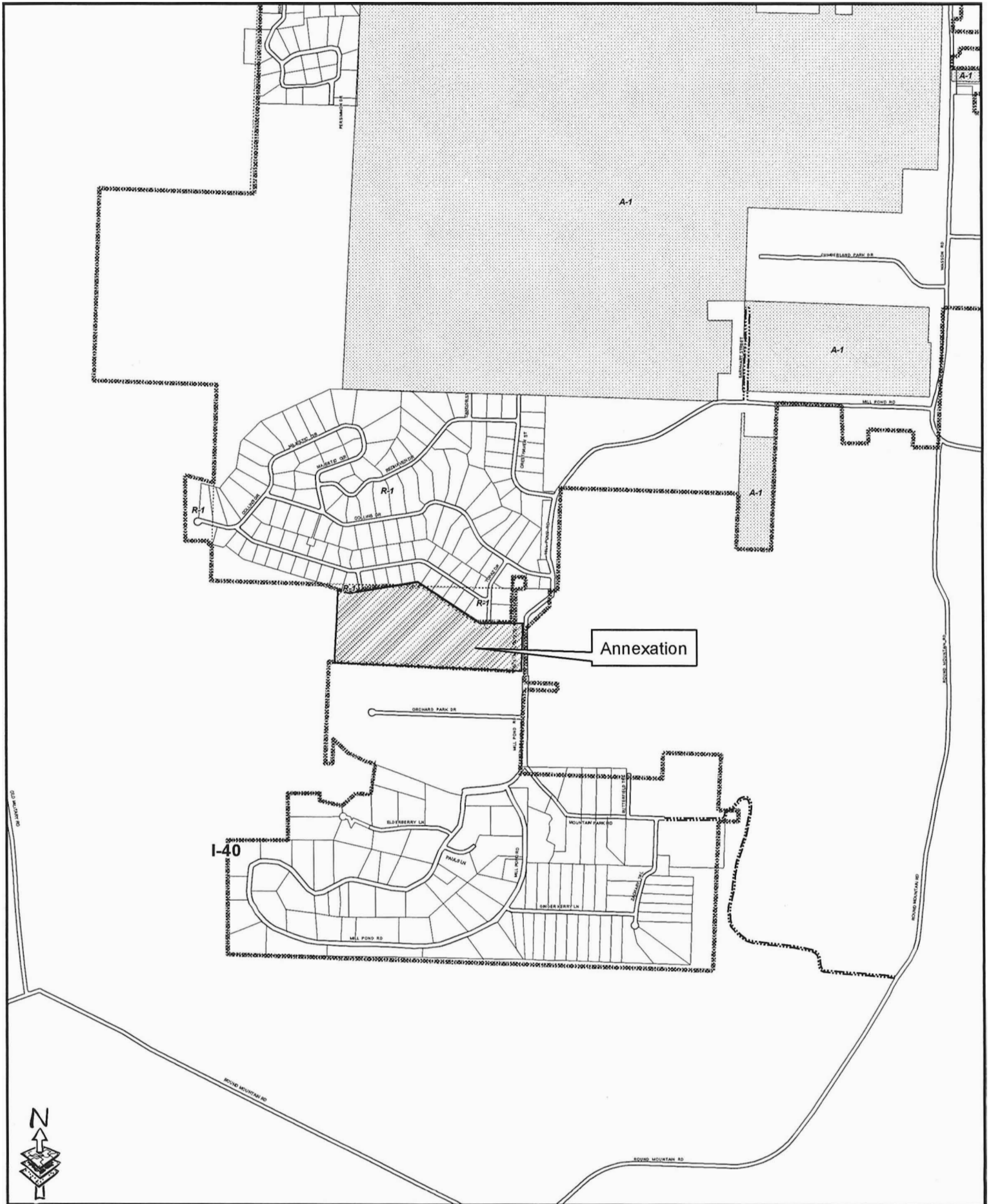
Bill,

I think the city needs to make Utility/Drainage Easements and Road Right-Of-Way a part of annexations.

With language such as:

All existing utilities across over or under areas to be annexed shall by ordinance be encompassed by, at a minimum, a 15 foot Utility/Drainage Easement. If an easement of greater than 15 feet is recorded for said existing utility then the greater shall preside. All existing Road-ways, maintained by Faulkner County road crews, in the area to be annexed shall by ordinance be encompassed by, at a minimum, a 50 foot Road Right-Of-Way. If a R-O-W of greater than 50 feet is recorded for said existing Road-way then the greater shall preside. By ordinance all R-O-W's existing or formed by the annexation shall automatically create adjacent 15 foot Utility/Drainage Easements along and outside both R-O-W lines as well as adjacent 25 foot Building Setback Lines along and outside both R-O-W lines. Exceptions will be considered where formation of Utility/Drainage Easements, R-O-W and Building Setbacks conflict with existing structures.

Greg Dell
Manager
Engineering and Planning
Conway Corporation
501-450-6050
Fax 501-450-6093
greg.dell@conwaycorp.com



Collins Annexation

RESOLUTION R-07-____

A RESOLUTION ESTABLISHING THE INTENT OF THE CITY OF CONWAY TO ANNEX CERTAIN LANDS LOCATED ON THE NORTH SIDE OF PRINCE STREET ACROSS FROM FOUR WINDS CHAPEL.

Whereas, the City Council of the City of Conway, Arkansas, has been informed that Jim Rankin has petitioned the County Court of Faulkner County, Arkansas, for annexation into the City of Conway, Arkansas, the following described lands in Faulkner County, Arkansas:

Lot 66, Chapel Creek Subdivision, aka 5015 Sistine Chapel Drive

Whereas, it is desired to indicate unto the County Court of Faulkner County, Arkansas, the attitude of the City of Conway, Arkansas toward such annexation.

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

Section 1: That said City Council does hereby declare its willingness to accept said lands as a part of the City of Conway, Arkansas, to be zoned as **R-1**.

Section 2: That such lands shall not be annexed until such time as those streets within and abutting this property that are to be accepted for city maintenance and those streets that are to be accepted as public roads solely for the purpose of issuing building permits shall have been established and noted on the annexing ordinance and right-of-way dedicated.

Section 3: That such lands shall not be annexed until such time as it has been determined which parcels of property within the annexation have been created in accordance with the Subdivision Ordinance requirements and are therefore eligible for issuance of building permits.

Passed this 6th day of March, 2006.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**CITY OF CONWAY
PLANNING COMMISSION**

1201 Oak Street
Conway, Arkansas 72032
(501) 450-6105

February 28, 2007

Council Members
Conway, AR 72032

Dear Council Members:

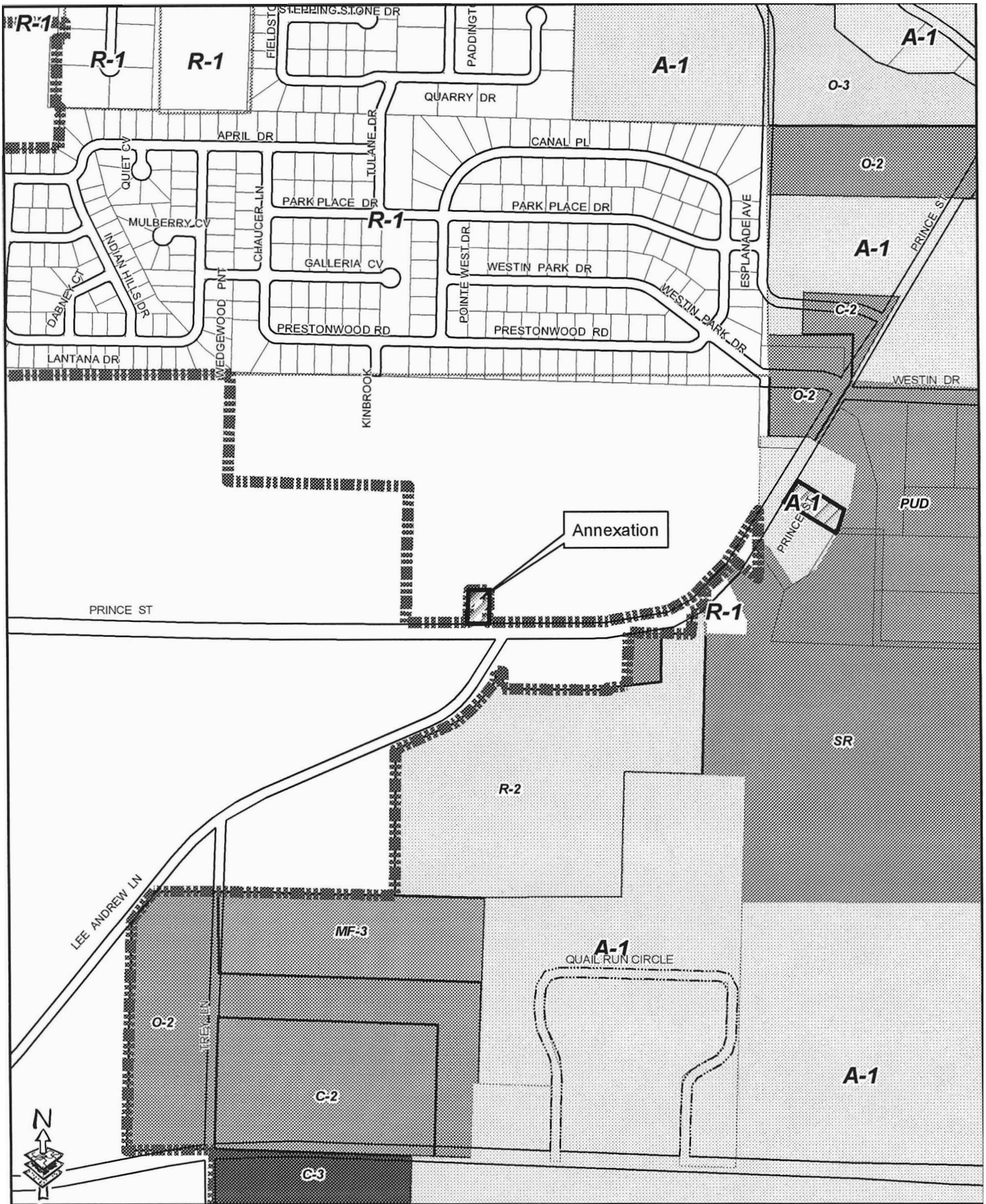
A request for annexation of property located on the north side of Prince Street across from Four Winds Chapel with the legal description:

Lot 66, Chapel Creek Subdivision, aka 5015 Sistine Chapel Drive

was reviewed by the Planning Commission at its regular meeting on February 20, 2007. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation of approval for annexation subject to the property being released by the County.

Submitted by,

Adam Thomas, Chairman
Planning Commission



0 250 500 1,000 1,500 Feet

Trinity Annexation

ORDINANCE NO. O-07-_____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 4725 PRINCE STREET FROM A-1 TO O-1;

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

SECTION 1: That the Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the A-1 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Calvary Subdivision Lot 2:

Being a part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, T5N, R14W, Faulkner County, Arkansas, sometimes referred to as Lot-2 Calvary Subdivision; more particularly described as beginning at the SW corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence N01°40'49"E, 466.73 feet; thence N03°02'24"E, 20.00 feet to the South right-of-way of State Highway 60 (Prince Street); thence along said right-of-way to a point N31°13'20"E, 240.51 feet to the point of beginning; thence to a point N31°13'20"E, 25.00 feet; thence to a point N32°00'13"E, 102.93 feet; thence leaving said right-of-way S57°40'14"E, 278.78 feet; thence S17°27'28"W, 102.35 feet; thence S31°20'30"W, 25.00 feet; thence N58°25'27"W, 304.44 feet to the point of beginning containing 0.85 acres more or less. Reserving the North 10.00 feet along Prince Street for additional street right-of-way.

to those of O-1, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

SECTION 2: That all ordinances in conflict herewith are repealed to the extent of the conflict.

Passed this 6th day of March, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**CITY OF CONWAY
PLANNING COMMISSION**

1201 Oak Street
Conway, Arkansas 72032
(501) 450-6105

February 28, 2007

Council Members
Conway, AR 72032

Dear Council Members:

A request for rezoning from A-1 to O-1 for property located at 4725 Prince Street with the legal description:

Calvary Subdivision Lot 2:

Being a part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, T5N, R14W, Faulkner County, Arkansas, sometimes referred to as Lot-2 Calvary Subdivision; more particularly described as beginning at the SW corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence N01°40'49"E, 466.73 feet; thence N03°02'24"E, 20.00 feet to the South right-of-way of State Highway 60 (Prince Street); thence along said right-of-way to a point N31°13'20"E, 240.51 feet to the point of beginning; thence to a point N31°13'20"E, 25.00 feet; thence to a point N32°00'13"E, 102.93 feet; thence leaving said right-of-way S57°40'14"E, 278.78 feet; thence S17°27'28"W, 102.35 feet; thence S31°20'30"W, 25.00 feet; thence N58°25'27"W, 304.44 feet to the point of beginning containing 0.85 acres more or less. Reserving the North 10.00 feet along Prince Street for additional street right-of-way.

was reviewed by the Planning Commission at its regular meeting on February 20, 2007. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation of approval.

Submitted by,

Adam Thomas, Chairman
Planning Commission

ORDINANCE NO. O-07-_____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT #731 DONAGHEY AVENUE, #2121 – #2219 ROBINSON AVENUE, #2116 – #2130 LOUVENIA AVENUE, AND #702 AND #708 WESTERN AVENUE FROM R-2A AND O-3 TO S-1;

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

SECTION 1: That the Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the R-2A and O-3 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Smith's Plan to Donaghey Addition of Donaghey Addition to the City of Conway, Arkansas, Faulkner County, as shown on plat of record in Plat Book A, Page 46, to the Faulkner County Records.

Block A: N 103' of Lots 1, 2, 3
 Lots 4 – 8
 Lot 12 the N 79.35' & the S 90.18'
 Lot 13 the N 79.35' & the S 84.18'; less 30' easement

Block B: Lots 1 – 5
 Lots 11 – 13
 Lot 20 the N 102.4'
 Lot 19 the N 102.4' of the E ½

Conway Regional Medical Center Replat to the City of Conway, Arkansas, Faulkner County, as shown on plat of records in Plat Book J, Page 342, to the Faulkner County Records.

Lot 2

to those of S-1, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

SECTION 2: That all ordinances in conflict herewith are repealed to the extent of the conflict.

Passed this 6th day of March, 2007

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**CITY OF CONWAY
PLANNING COMMISSION**

1201 Oak Street
Conway, Arkansas 72032
(501) 450-6105

February 28, 2007

Council Members
Conway, AR 72032

Dear Council Members:

A request for rezoning from R-2A and O-3 to S-1 for property located at #731 Donaghey Avenue, #2121 – #2219 Robinson Avenue, #2116 – #2130 Louvenia Avenue, and #702 and #708 Western Avenue with the legal description:

Smith's Plan to Donaghey Addition of Donaghey Addition to the City of Conway, Arkansas, Faulkner County, as shown on plat of record in Plat Book A, Page 46, to the Faulkner County Records.

Block A: N 103' of Lots 1, 2, 3

Lots 4 – 8

Lot 12 the N 79.35' & the S 90.18'

Lot 13 the N 79.35' & the S 84.18'; less 30' easement

Block B: Lots 1 – 5

Lots 11 – 13

Lot 20 the N 102.4'

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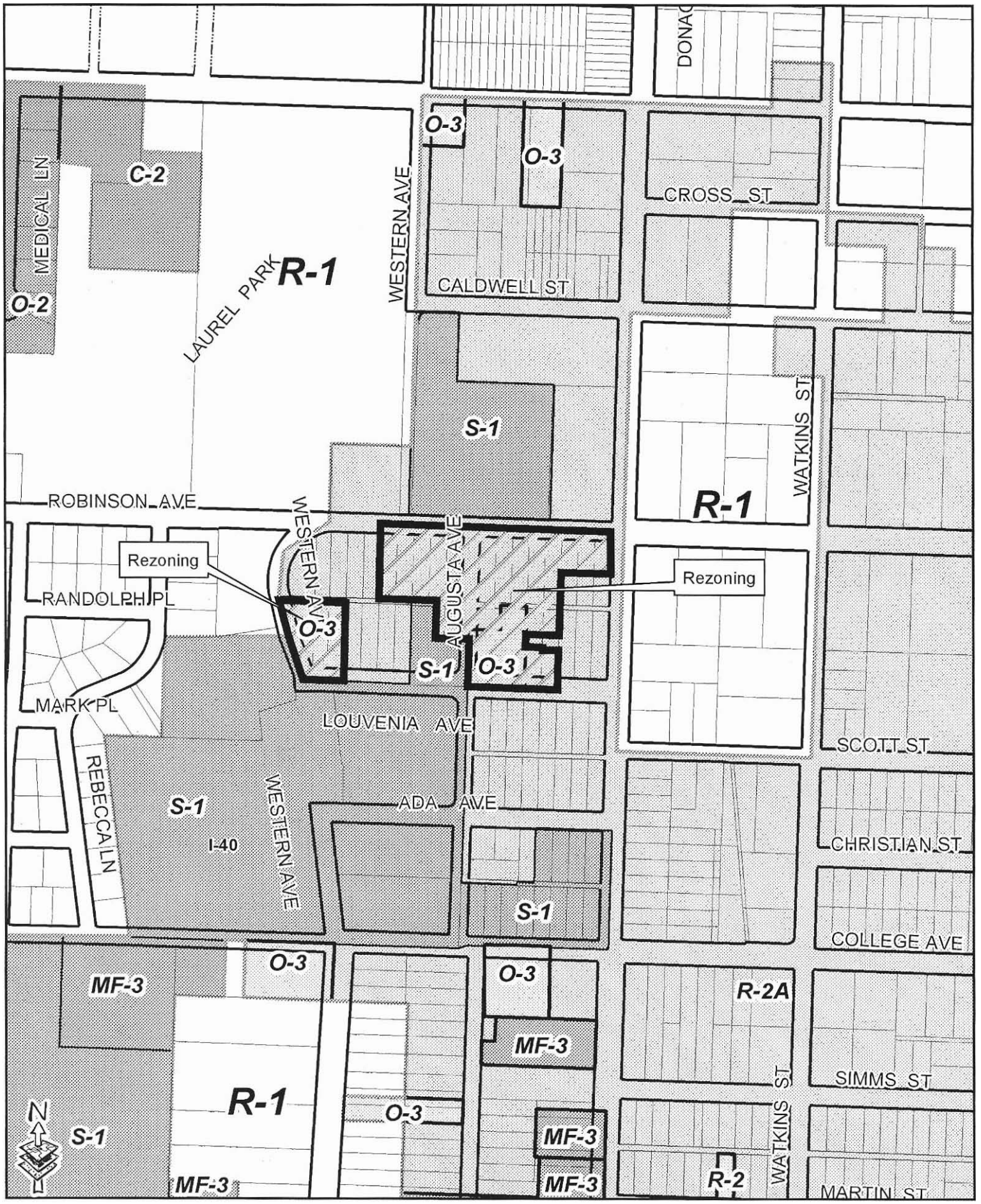
Conway Regional Medical Center Replat to the City of Conway, Arkansas, Faulkner County, as shown on plat of records in Plat Book J, Page 342, to the Faulkner County Records.

Lot 2

was reviewed by the Planning Commission at its regular meeting on February 20, 2007. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation of approval.

Submitted by,

Adam Thomas, Chairman
Planning Commission



ORDINANCE NO. O-07-_____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 708 S. DONAGHEY AVENUE FROM R-1 TO O-2;

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

SECTION 1: That the Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the R-1 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Part of Lots 5 and 6, Block 2, Harlan Park Subdivision, City of Conway, Arkansas, described as beginning at the NE corner of said Lot 5; thence S - 0 degrees 06' E, along the East line of said Lots 5 and 6, 159.36 feet to the North right-of-way of Dave Ward Drive; thence along the right-of-way of Dave Ward Drive as follows: N - 83 degrees 55'17" - W, 86.60 feet; thence N - 45 degrees 03'00" - W, 63.34 feet; thence North, 60.00 feet; thence West, 17.03 feet to the East right-of-way of Donaghey Avenue; thence N - 0 degrees 24'20" - E, 43.85 feet to the NW corner of said Lot 5; thence N - 89 degrees 27'50" E, 147.60 feet to the point of beginning.

to those of O-2, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

SECTION 2: That all ordinances in conflict herewith are repealed to the extent of the conflict.

Passed this 6th day of March, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**CITY OF CONWAY
PLANNING COMMISSION**

1201 Oak Street
Conway, Arkansas 72032
(501) 450-6105

February 28, 2007

Council Members
Conway, AR 72032

Dear Council Members:

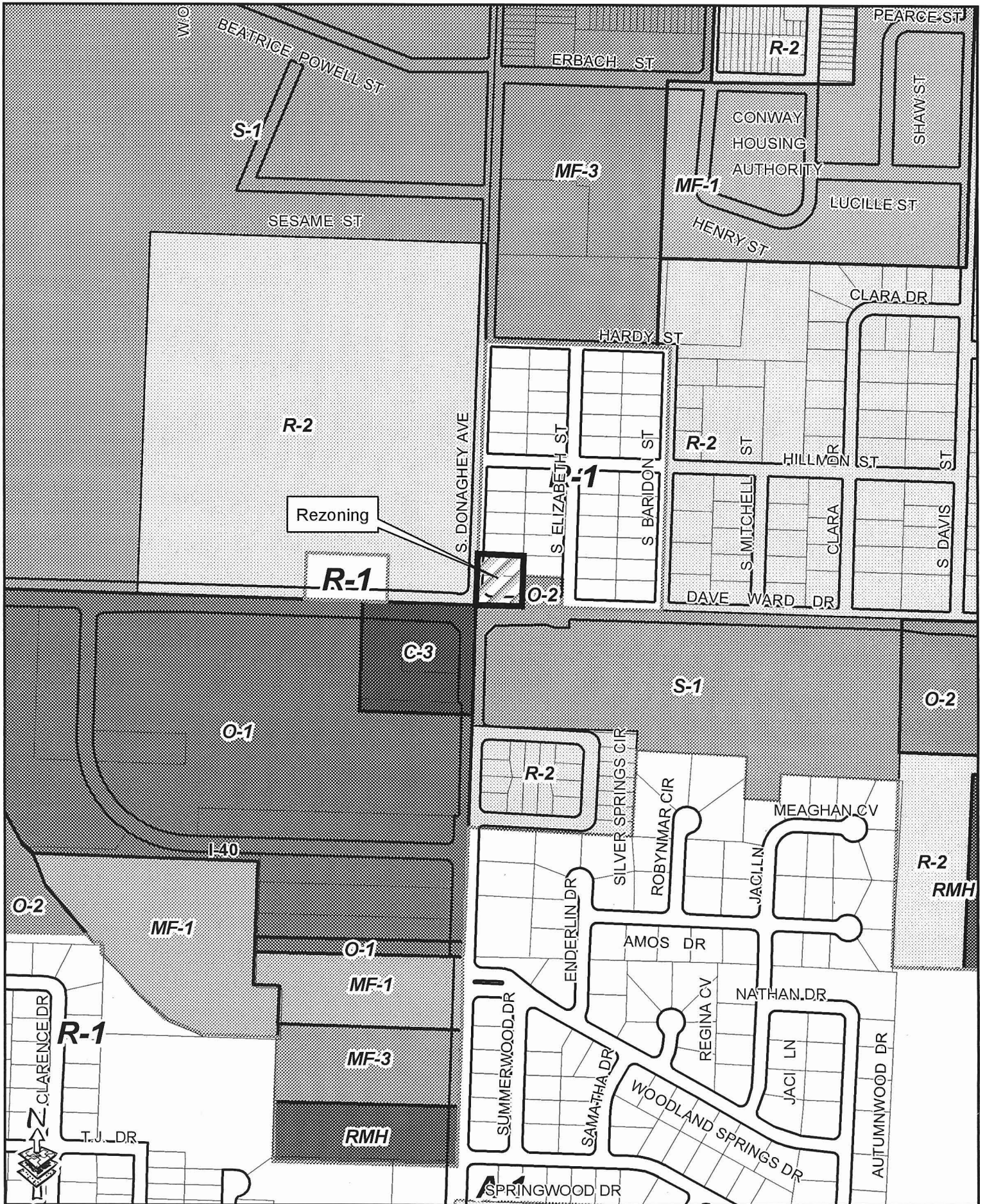
A request for rezoning from R-1 to O-2 for property located at 708 S. Donaghey Avenue with the legal description:

Part of Lots 5 and 6, Block 2, Harlan Park Subdivision, City of Conway, Arkansas, described as beginning at the NE corner of said Lot 5; thence S - 0 degrees 06' E, along the East line of said Lots 5 and 6, 159.36 feet to the North right-of-way of Dave Ward Drive; thence along the right-of-way of Dave Ward Drive as follows: N - 83 degrees 55'17" - W, 86.60 feet; thence N - 45 degrees 03'00" - W, 63.34 feet; thence North, 60.00 feet; thence West, 17.03 feet to the East right-of-way of Donaghey Avenue; thence N - 0 degrees 24'20" - E, 43.85 feet to the NW corner of said Lot 5; thence N - 89 degrees 27'50" E, 147.60 feet to the point of beginning.

was reviewed by the Planning Commission at its regular meeting on February 20, 2007. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation of approval.

Submitted by,

Adam Thomas, Chairman
Planning Commission



ORDINANCE NO. O-07-_____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT #3630, #3640, #3650, #3660, #3670 AND #3780 JEANNA DRIVE FROM A-1 TO MF-2;

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

SECTION 1: That the Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the A-1 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

A part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, T-5-N, R-14-W, Faulkner County, Arkansas, more particularly described as beginning at a found p.k. nail at the NE corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence along the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ N88°31'37"W 213.00 feet to a found iron pin at the point of beginning; thence leaving said North line S02°44'23"W parallel to the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ 200.00 feet to a set $\frac{1}{2}$ " rebar; thence N88°31'37"W 435.00 feet to a set $\frac{1}{2}$ " rebar; thence N02°44'23"E 200.00 feet to a set $\frac{1}{2}$ " rebar on the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence along said North line S88°31'37"E 435.00 feet to the point of beginning containing 2.00 acres more or less. Reserving the South 25.0 feet for public road easement purposes and the North 5.0 feet for utility easement purposes. Subject to all roadways, easements and reservations that are of record or physically in place. Property corners are located in accordance with existing monuments in the area. Visible encroachments, if any, are as shown. This property is not in the 100 year flood plain according to Flood Insurance Rate Map #05045C0130F, panel 130 of 250, effective date March 13, 2001.

to those of MF-2, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

SECTION 2: That all ordinances in conflict herewith are repealed to the extent of the conflict.

Passed this 6th day of March, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**CITY OF CONWAY
PLANNING COMMISSION**

1201 Oak Street
Conway, Arkansas 72032
(501) 450-6105

February 28, 2007

Council Members
Conway, AR 72032

Dear Council Members:

A request for rezoning from A-1 to MF-2 for property located at #3630, #3640, #3650, #3660, #3670, and #3780 Jeanna Drive with the legal description:

A part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, T-5-N, R-14-W, Faulkner County, Arkansas, more particularly described as beginning at a found p.k. nail at the NE corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence along the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ N88°31'37"W 213.00 feet to a found iron pin at the point of beginning; thence leaving said North line S02°44'23"W parallel to the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ 200.00 feet to a set $\frac{1}{2}$ " rebar; thence N88°31'37"W 435.00 feet to a set $\frac{1}{2}$ " rebar; thence N02°44'23"E 200.00 feet to a set $\frac{1}{2}$ " rebar on the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence along said North line S88°31'37"E 435.00 feet to the point of beginning containing 2.00 acres more or less. Reserving the South 25.0 feet for public road easement purposes and the North 5.0 feet for utility easement purposes. Subject to all roadways, easements and reservations that are of record or physically in place. Property corners are located in accordance with existing monuments in the area. Visible encroachments, if any, are as shown. This property is not in the 100 year flood plain according to Flood Insurance Rate Map #05045C0130F, panel 130 of 250, effective date March 13, 2001.

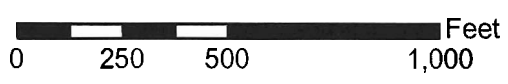
was reviewed by the Planning Commission at its regular meeting on February 20, 2007. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation of approval.

Submitted by,

Adam Thomas, Chairman
Planning Commission



CONWAY COUNTRY C



Edwards Rezoning

MEMORANDUM

TO: MAYOR TAB TOWNSELL
FROM: RONNIE HALL, P.E.
DATE: March 1, 2007
REFERENCE: Engineering Services

RESPONSE TO FEMA FOR FLOODPLAIN ISSUES.

In order to satisfy FEMA's requirements in regard to their 2006 Community Assistance Visit (CAV), we will need assistance from a floodplain specialty consultant. After consideration of my knowledge of consultants in this area, it was my opinion that FTN Associates of Little Rock, Arkansas is best qualified to meet our needs in this area. This firm has years of experience in dealing with Floodplain issues with FEMA and has considerable experience in dealing with the specific floodplains in Conway. Thus, I recommend that we use FTN to assist us in this matter.

I have attached a proposal from FTN Associates of Little Rock to provide as needed assistance in this matter. I am requesting your approval of this proposal.

I believe using a consultant to verify and give guidance in responding to FEMA's requested documentation will allow us to resolve this matter. As you may recall, the need to provide documentation on several projects resulted from FEMA's CAV and our inability to show documentation that buildings were built above the Base Flood Elevations because the documents were destroyed after 3 years by the Permits Department due to the lack of storage space. This practice has been changed with the original building elevation certifications maintained in our office.

HARKRIDER IMPROVEMENTS

I am requesting your approval to secure structural engineering expertise in to address retaining wall issues and overhead sign supports to complete the plans for the Harkrider Project. After consideration of my knowledge of consultants in this area, it was my opinion that Garver Engineers of Little Rock, Arkansas is best qualified to meet our needs in this area. This firm has years of experience in Highway related structural issues and Arkansas State Highway Department standards and practices.

I am requesting you approval to utilize Garver Engineers to provide professional engineering services to design the retaining wall and overhead sign support needed to complete the Harkrider Plans. We estimates the a budget not to exceed \$7,500 for this work.



February 15, 2007

The Honorable Tab Townsell
Mayor, City of Conway
1201 Oak Street
Conway, Arkansas 72032

RE: Engineering Assistance to Resolve Issues arising from a Community Assistance Visit (CAV) by Representatives of the Federal Emergency Management Agency (FEMA).
FTN No. P4240-07-01

Dear Mayor Townsell:

In response to a request made by Mr. Ronnie Hall, City Engineer for Conway, Arkansas (City), we have prepared the following proposal. FTN Associates, Ltd. (FTN) proposes to provide professional engineering services (Services) to the City in addressing various floodplain related issues arising from a 2006 CAV made by representatives of Region VI of FEMA. Those issues were identified in a FEMA letter to the City dated January 9, 2007 (the Letter).

Our Services will be performed on an "as needed" basis and are more specifically defined in Exhibit A, attached to this letter. They are subject to the Terms and Conditions in Exhibit B, also attached to this letter. We request that you provide us with full information as to your requirements including any special or extraordinary considerations for these Services or any special services needed.

You will pay us a fee for our Services on the basis of Time and Materials in accordance with the rates provided in Exhibit C attached to this letter. Since the full scope of Services is undetermined at this time, we propose an initial budget of \$20,000. The final cost of our Services may be more or less. All modifications to the initial budget will be approved by the City in writing prior to the performance of Services beyond those performed under the initial budget. All fees required by FEMA for the submission, review, and/or other actions regarding the resolution of the issues presented in the Letter will be paid directly by the City.

FTN will invoice the City for the actual Services performed. These financial arrangements are offered on the basis of prompt payment of our invoices within 30 days and the orderly and continuous progress of the Project.

We propose to start our Services promptly after receipt of the City's acceptance of this proposal. We will work closely with the City and attempt to complete these Services within the time

The Honorable Tab Townsell, Mayor
February 15, 2007
Page 2

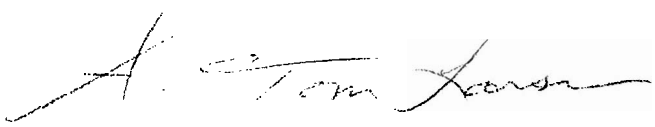
constraints specified by the FEMA. Progress reports, via e-mail, will be provided to Mr. Hall weekly to insure project coordination.

This proposal, including Exhibits A, B and C, which consist of 5 pages, represents the entire understanding between the City and FTN with respect to the Services and may only be modified in writing signed by both of us. If this proposal satisfactorily addresses the City's request, please sign both copies of this letter in the space provided and return one copy to us. This proposal is open for acceptance until March 15, 2007 unless changed by us in writing.

FTN appreciates the opportunity to assist the City with these important Services. Please call Linda Johnson or me at (501) 225-7779 if you have any question relating to this proposal.

Respectfully submitted,
FTN ASSOCIATES, LTD.

Accepted this _____ day of
_____, 2007



By _____
The Honorable Tab Townsell, Mayor
City of Conway, Arkansas

A. Tom Larson, PE
Senior Water Resources Engineer

TAL/ack

EXHIBIT B

Standard Terms and Conditions For FTN Contracts

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom.
4. Indemnification
 - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
 - b. CLIENT does hereby indemnify and save harmless FTN from and against any and all liability and claims of liability of any and every kind and nature including without limitation bodily injury, death, property damage and claims for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract, and CLIENT, at CLIENT's sole expense, shall handle all such claims, defend all lawsuits filed against FTN on account thereof, pay all judgments rendered against FTN therein, and reimburse FTN in cash for all reasonable expense incurred by FTN on account thereof, provided, that if FTN elects

to retain independent counsel, CLIENT shall reimburse FTN for all costs reasonably incurred by FTN to defend itself through attorneys of FTN's choice.

5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
7. Assignment This Agreement shall not be assigned by FTN to any other party unless prior written approval is obtained from CLIENT. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by FTN, not including reimbursable expenses and subconsultants, for all services rendered on the Project.

9. Confidentiality of Information No information concerning this Project shall be released by FTN.
10. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
11. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
12. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
13. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.

EXHIBIT C

2007 Fee Schedule¹ FTN Associates, Ltd.

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 150.00
Professional 6	140.00
Professional 5	120.00
Professional 4	108.00
Professional 3	98.00
Professional 2	87.00
Professional 1	76.00
Technician 4	78.00
Technician 3	65.00
Technician 2	58.00
Technician 1	42.00
Word Processing	49.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing invoicing will be monthly for services completed. Payment is due in full within 30 days of invoice. A service charge of 12 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2007 - December 31, 2007

**AMENDMENT TO AGREEMENT BETWEEN CITY OF CONWAY AND
DELTA BEVERAGE GROUP INC.**

This Amendment (the "Amendment") is entered into on September 14, 2006 and serves to amend that certain Agreement between The City of Conway (the "City") and Delta Beverage Group, Inc. d/b/a PepsiAmericas ("Pepsi") dated August 1, 2002, (the "Agreement").

In consideration of the mutual promises set forth below, the City and Pepsi, intending to be legally bound hereby agree to amend the Agreement as follows:

1. In addition to Pepsi's obligations set forth in the Agreement, Pepsi will provide the City with a scoreboard at an approximate cost of \$3,200.00. During the term of this Amendment, City acknowledges that all rights, title and interest in and to the scoreboard remains with Pepsi. The City agrees to install, maintain and insure the scoreboard, at its sole expense, in good operating condition, normal wear and tear expected, throughout the term of this Amendment. The City also agrees that space on the scoreboard will be allocated to Pepsi for its brands. City shall not permit advertising on the scoreboard for any products or services which compete with Pepsi.
2. The term of this Amendment shall begin on September 14, 2006 and end on July 31, 2012.
3. The City represents and warrants to Pepsi that all appropriate approvals required to enter into the Agreement and this Amendment have been granted and the individuals that executed the Agreement and this Amendment on behalf of the City were and have been duly authorized. The City also agrees that at no time will it challenge, contest, disclaim or deny the authority of the individual who signed the Agreement and this Amendment on behalf of the City or use as a basis to void, cancel, nullify or avoid the Agreement or this Amendment a claim that the individual signing below was not authorized to sign the Agreement or this Amendment on behalf of the City.
3. The terms of this Amendment are intended only to supplement the terms of the Agreement previously executed by the parties. Unless expressly set forth herein, no aspect of the Agreement has been altered by this Amendment. No future changes in the terms of the Agreement or this Amendment shall be valid, except when and if reduced to writing and signed by both Pepsi and the City, by legally authorized officials thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first above written.

City Of Conway

By: _____
Title: _____

Delta Beverage Group, Inc.

By: Jason Ellis 
Title: Senior Territory Sales Manager

ORDINANCE NO. O-07-__

AN ORDINANCE APPROPRIATING FUNDING FOR CIVIL SERVICE EXPENSES, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

WHEREAS, the City of Conway has a need to pay for specialty advertising to reach minority candidates for entry level fire fighter and police officer testing at a cost of \$2,000.00 for which funding has not previously been provided;

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

SECTION 1. The City of Conway shall appropriate \$2,000.00 for specialty advertising for entry level fire fighter and police officer testing services through a General Fund fund balance appropriation.

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.

PASSED this 6th day of March, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

ORDINANCE NO. O-07-_____**AN ORDINANCE AMENDING ORDINANCE NO. O-00-55, WHICH ADOPTED AN AMENDED EMPLOYEE HANDBOOK AND PERSONNEL POLICY FOR THE CITY OF CONWAY; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.**

WHEREAS, the City Council has adopted, pursuant to Ordinance No. O-00-73, an amended handbook to be used for personnel matters for the City; and

WHEREAS, a revision of Section IV, Standards of Conduct, is needed for the fair and impartial implementation of personnel policies.

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

SECTION 1: Section IV, Standards of Conduct, Inclement Weather policy shall be amended as follows:

Policy

Essential employees are required to report for duty. These employees include fire fighters, police officers and CEOC employees. Other employees in safety sensitive positions or otherwise deemed essential may be designated as essential personnel by their department head and/or the Mayor, depending on the specific situation and needs of the City. Essential employees are **NEVER** included in closings of city departments, buildings or services.

In instances of weather causing hazardous conditions, non-essential employees are required to contact their supervisor for instructions regarding job assignments for that particular workday. The Mayor or his designee shall make the decision if city offices are to close due to inclement weather. If an employee's department is open for business, the employee is expected to report for work. However, if in the employee's opinion, the conditions are too hazardous to get to work safely, the employee will be required to use vacation or comp time or take time off without pay. Regardless of the situation, employees are required to provide their supervisor with proper notification if they are unable to report to work.

If the Mayor or his designee announces certain non-essential city departments are closed due to inclement weather, those employees in those departments that were scheduled to work will be paid. This will affect the employees working the 8:00 a.m. to 4:30 p.m. shift on Monday through Friday only.

Essential employees that are scheduled to work and physically work on a day that the Mayor declares non-essential city departments are closed, will receive 8.0 hours of comp time in addition to their regular rate of pay for that day.

The Mayor or his designee may announce that the start time for city offices will be delayed until 10:00 a.m. Employees that report to work at the delayed start time will be paid for 8.0 hours. This will affect the employees working the 8:00 a.m. to 4:30 p.m. shift on Monday through Friday only.

In extreme weather conditions, the Mayor or his designee may determine it to be in the best interests of the City to limit the number of days pay allowed under the inclement weather policy.

SECTION 2: Three (3) copies of the revised section of the Amended Employee Handbook, City of Conway, Personnel Policy shall be and are hereafter kept on file in the Office of the Clerk/Treasurer.

SECTION 3: That all ordinances in conflict herewith are repealed to the extent of the conflict, specifically, Ordinance No. O-00-55 and Ordinance No. O-00-73.

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

PASSED this 6th day of March, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

AN ORDINANCE AMENDING ORDINANCE NO. O-00-55, WHICH ADOPTED AN AMENDED EMPLOYEE HANDBOOK AND PERSONNEL POLICY FOR THE CITY OF CONWAY; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, the City Council has adopted, pursuant to Ordinance No. O-00-73, an amended handbook to be used for personnel matters for the City; and

WHEREAS, a revision of Section III, Matters Affecting the Status of the Employee, is needed for the fair and impartial implementation of personnel policies.

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

SECTION 1: Section III, Matters Affecting the Status of the Employee, Emergency Call Outs and/or Off Duty Court Duty policy shall be amended as follows:

Policy

Emergency Call Out and/or Off Duty Court Duty. Non-exempt employees who are called out for emergency work or for required Court duty during their off duty time will be eligible for Overtime Pay or Compensatory Time for the period of time worked during the emergency or at Court even if they have not physically worked their standard work period. The Department Head is responsible for scheduling and managing required emergency work and Court appearances.

SECTION 2: Three (3) copies of the revised section of the Amended Employee Handbook, City of Conway, Personnel Policy shall be and are hereafter kept on file in the Office of the Clerk/Treasurer.

SECTION 3: That all ordinances in conflict herewith are repealed to the extent of the conflict, specifically, Ordinance No. O-00-55 and Ordinance No. O-00-73.

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

PASSED this 6th day of March, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer