

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 – TBA**

6:30pm -- Council Meeting

Courtroom in District Court Building

810 Parkway, Conway, AR 72034

August 28<sup>th</sup>, 2007

1. **Call to Order**
2. **Roll Call**
3. **Minutes:** August 7<sup>th</sup>, 2007 & August 21<sup>st</sup>, 2007
4. **Recognition of Guests:** *Employee Service Awards*
5. **Public Hearings:**

A. Public hearing to discuss closing four utility/drainage easement in the North Market Plaza P.U.D.

1. Ordinance to close four utility/drainage easements located in the North Market Plaza PUD.

**6. Report of Standing Committees:**

**A. Economic Development (Airport, Conway Corporation, CDC, Downtown Partnership)**

1. Resolution accepting certain real property located at Stanley Russ Road and South Donaghey Avenue from Conway Corporation.
2. Consideration to entering into an agreement with Huitt-Zollars to perform the engineering work required to update the environmental assessment for the relocated of the Conway Airport.

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

1. Resolution setting a public hearing to abandon the existing 15 foot utility easement located along the common lot line between 17 & 18 in the I-40 South Commercial Park.
2. Resolution setting a public hearing to abandon an alley running through Block 2 in the Srygley Addition.

3. Resolution setting a public hearing to abandon a utility easement located in the West Plains Subdivision.
4. Resolution setting a public hearing to abandon the east west alley lying in Block 14 in the Robinson's Plan.
5. Consideration of a parking lot variance for property located at 2350 Sanders Road.
6. Consideration of a parking lot variance for property located at 308 Salem Road, Lot 17 Valley Creek Subdivision, across from Wicket Drive.
7. Ordinance to rezone property at 4555 Prince Street from A-1 to O-2.
8. Ordinance to rezone property located immediately South of the former intersection of Harkrider and closed Clayton Street with an address of 1265 Harkrider from MF-3 to C-3.
9. Ordinance to rezone property located to the southeast of the large curving intersection of Meadowlake Rd and Salem Rd from A-1 and RMH to R-1.
10. Ordinance to rezone property located at 2415 Old Morrilton Highway (Highway 64 West) from R-2 to C-3.
11. Consideration of a conditional use permit for Retail - Restricted for property located along College Avenue and extended between Prince Street and Wescon Lane.
12. Consideration of a conditional use permit for daycare and parking lot for property located at 1260 Markham Street.
13. Ordinance amending Ordinance O-03-136 that requires buildings to be built with their lowest finish floor elevation no less than sixteen inches (16") above grade.
14. Ordinance appropriating funds for the Downtown Conway Sidewalk renovations Phase III (Oak Street - Front Street to Chestnut St.).

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

1. Ordinance appropriating revenue funds to the Conway Sanitation Department.
2. Consideration of a boat dock permit for property located at 60 Lakeview Drive.
3. Consideration of a boat dock permit for property located at 44 Southshore Lane.
4. Consideration to enter into a lease agreement with the Conway School District for five acres of property located on Bob Courtway.

5. Consideration of a proposal from RWA Landscape Architects for the Pompe Park Master Plan.

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

1. Consideration for the CFD to purchase two pick-up trucks with funds from the "pay as you go" portion of the 2006 Sales & Tax use bonds.
2. Ordinance waiving bids for the Conway Fire Department to purchase two pickup trucks.

**7. Old Business**

- A. Ordinance clarifying procedures and permit requirements and providing for third party review of the fire code requirements for building construction or alteration.

**8. New Business**

- A. Ordinance amending Ordinance O-07-85 (ice cream ordinance) as it relates to CDL license.
- B. Ordinance appropriating funds for the City Council to attend the National League of Cities: Congress of the Cities & Exposition in New Orleans, LA.
- C. Consideration to enter into a lease agreement with First State Bank for two hour downtown parking spaces.
- D. Consideration to the move the next regular scheduled City Council meeting (September 11, 2007) to an alternative date.

**Adjournment**

**ORDINANCE O-07-\_\_\_\_\_****AN ORDINANCE TO REDUCE FOUR UTILITY EASEMENTS IN THE NORTH MARKET PLAZA P.U.D. SUBDIVISION; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, a petition was duly filed with the City Council of the City of Conway, Arkansas on the day of , 20 asking the City Council to vacate and abandon The East 10' of a 25' utility/drainage easement along and adjacent to North Market Drive on the West lot line of Lots 5 and 6, the East 10' of a 25' utility/drainage easement along and adjacent to Village Court Drive along the West lot line of Lot 3 and the West 10' of a 25' utility/drainage easement along and adjacent to Market Plaza Drive along the East lot line of Lot 7, all in North Market Plaza P.U.D. Subdivision to the City of Conway. in the North Market Plaza P.U.D portion of the easement designated on the plat of the Addition to the City of Conway.

**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 five (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 that public interest and welfare will not be adversely affected by the 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 its rights, together with the rights of the public generally, in and to the easement designated as follows:

- 1) The East 10' of a 25' utility/drainage easement along and adjacent to Market Plaza Drive along the West lot line of Lot 6, the Northeasterly boundary terminating at the end of curve 16 and the beginning of curve 15, in North Market Plaza P.U.D. Subdivision to the City of Conway as shown on Plat Book K, Page 257, Records of Faulkner County, Arkansas.
- 2) The East 10' of a 25' utility/drainage easement along and adjacent to Market Plaza Drive along the West lot line of Lot 5, the Southeasterly boundary terminating at the end of curve 9 and the beginning of curve 10, in North Market Plaza P.U.D. Subdivision to the City of Conway as shown on Plat Book K, Page 257, Records of Faulkner County, Arkansas.
- 3) The East 10' of a 25' utility/drainage easement along and adjacent to Village Court Drive along the West lot line of Lot 3 North Market Plaza P.U.D. Subdivision to the City of Conway as shown on Plat Book K, Page 257, Records of Faulkner County, Arkansas.

- 4) The West 10' of a 25' utility/Drainage easement along and adjacent to Market Plaza Drive along the East lot line of Lot 7, the Northwesterly boundary terminating at the end of curve 22 and the beginning of curve 21, in North Market Plaza P.U.D. Subdivision to the City of Conway as shown on Plate Book K, Page 257, Records of Faulkner County, Arkansas.

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

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

Passed this 28<sup>th</sup> day of August, 2007

**Approved:**

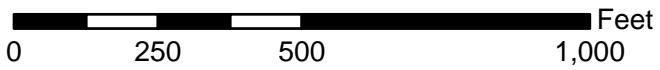
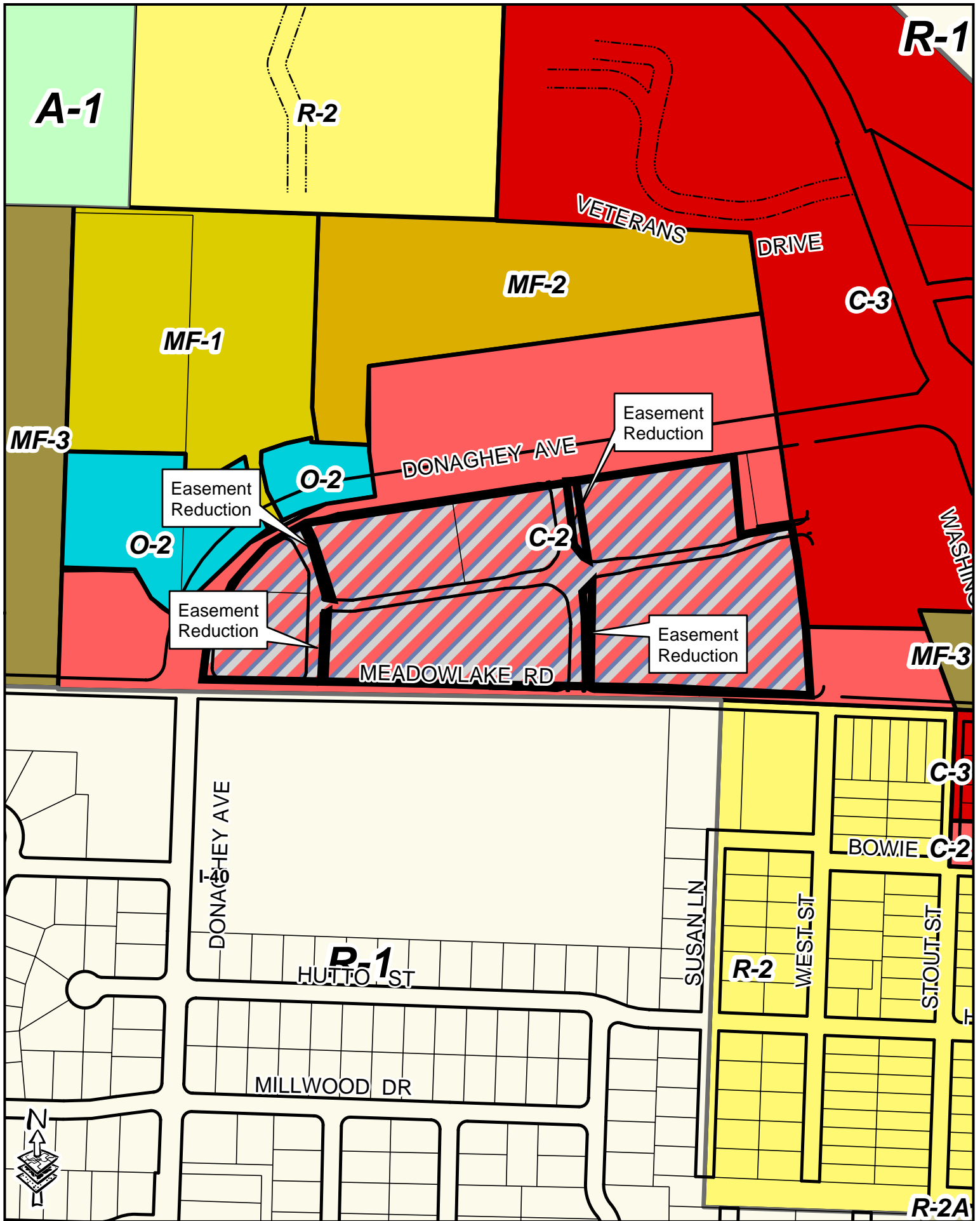
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**Mayor Tab Townsell**

**Attest:**

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



**North Market Plaza PUD  
Easement Reduction**



CenterPoint Energy  
817 North Creek Drive, Conway, AR 72032  
501-377-4791, 501-336-8372 (fax)

**Date:** 08/14/07

**Attention:** Tim Tyler Surveying & Mapping,  
Conway City Planning Department,  
Honorable Tab Townsell - Mayor of Conway

**Subject:** Utility Easement Reduction:  
North Market Plaza, Conway, AR

CenterPoint Energy has no conflict with the reduction of the utility easement in the section described as:

1. The East 10 ft. of the 25 ft. utility easement adjacent to Market Plaza Drive along the West lot line of Lot 6.
2. The East 10 ft. of the 25 ft. utility easement adjacent to Market Plaza Drive along the West lot line of Lot 5.
3. The East 10 ft. of the 25 ft. utility easement adjacent to Village Court Drive along the West lot line of Lot 3.
4. The West 10 ft. of the 25 ft. easement adjacent to Market Plaza Drive along the East lot line of Lot 7.

All as part of the North Market Plaza P.U.D. Subdivision, to the City of Conway, Arkansas, Faulkner County.

See attached drawings.

Sincerely,  
*David Avra*

**David Avra, Marketing Consultant  
CenterPoint Energy, Conway, AR**



**COPY**

**Doc#2007- 17561**

Date 08/21/2007

02:26:59 PM

Filed & Recorded in

Official Records of

Faulkner County

RHONDA LONG

FAULKNER COUNTY CIRCUIT CLERK

Fees \$28.00

by \_\_\_\_\_ D. C.



### CONCURRENCE TO CLOSE DEDICATED UTILITY EASEMENTS

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. AT&T Arkansas, hereby concurs in the closing of the following dedicated public utility easement, to-wit:

The east 10' of a 25' utility and drainage easement along and adjacent to Market Plaza drive along the west lot line of Lot 6, northeasterly boundary terminating at the end of curve 16 and the beginning of curve 15, in North Market Plaza P.U.D. Subdivision to the City of Conway, as shown in Plat Book K at Page 257 in the Records of Faulkner County, Arkansas.

Also, the east 10' of a 25' utility and drainage easement along and adjacent to Market Plaza Drive along the west lot line of Lot 5, the southeasterly boundary terminating at the end of curve 9 and the beginning of curve 10, in North Market Plaza P.U.D. Subdivision to the City of Conway, as shown in Plat Book K at Page 257 in the Records of Faulkner County, Arkansas.

Also, the east 10' of a 25' utility and drainage easement along and adjacent to Village Court Drive along the west lot line of Lot 3, North Market Plaza P.U.D. subdivision to the City of Conway, as shown in Plat Book K at Page 257 in the Records of Faulkner County, Arkansas.

Also, the west 10' of a 25' utility and drainage easement along and adjacent to Market Plaza Drive along the east lot line of Lot 7, the northwesterly boundary terminating at the end of curve 22 and the beginning of curve 21, in North Market Plaza P.U.D. Subdivision to the City of Conway, as shown in Plat Book K at Page 257 in the Records of Faulkner County, Arkansas.

Signed and executed this 15<sup>TH</sup> day of August, 2007.

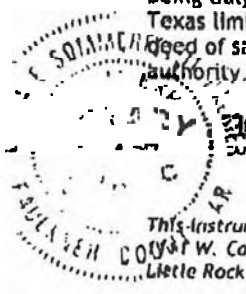
By: F. Jean Davis  
F. Jean Davis, Director-Engineering/Construction

#### CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF PULASKI

On this the 15<sup>TH</sup> day of August, 2007, before me, the undersigned authority, duly commissioned and qualified in and for the state and county set forth above, personally came and appeared F. Jean Davis, who, after being duly sworn, declared that he is the Director-Engineering/Construction for Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. AT&T Arkansas, and that he executed the foregoing instrument as the act and deed of said company of his own free will and for the purposes and considerations therein expressed and with due authority.

In witness whereof I hereunto set my hand and official seal.



This instrument prepared by AT&T  
101 W. Capitol, Room 941  
Little Rock, AR 72201 (501-373-5255)

Lynn E. Sommerfeldt Palmer  
Lynn E. Sommerfeldt Palmer  
Notary Public in & for Faulkner Co., AR  
My commission expires August 10, 2011

**Brandi Reynolds**

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**From:** Leslie Guffey [leslie.guffey@conwaycorp.com]  
**Sent:** Monday, August 06, 2007 7:22 AM  
**To:** brandi@tylersurveying.com  
**Cc:** Greg Dell  
**Subject:** RE: North Market Plaza

Brandi,  
Conway Corporation does not have any issues with the closures of the easements that you requested in you letter dated July 26, 2007. However, the existing sewer easement over the existing line does not appear on the last plat we received with the above dated letter. That easement must be kept in tact for this project. Please make sure that easement is on the final plat.

Thanks,  
Leslie Guffey

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**From:** Liz Nixon On Behalf Of Greg Dell  
**Sent:** Friday, July 27, 2007 8:24 AM  
**To:** Leslie Guffey  
**Subject:** FW: North Market Plaza

-----Original Message-----

**From:** Brandi Reynolds [mailto:brandi@tylersurveying.com]  
**Sent:** Thursday, July 26, 2007 4:01 PM  
**To:** street@conwaycorp.net; Greg Dell; 'Randy Neal'; 'Avra, David H.'  
**Cc:** david@tylersurveying.com  
**Subject:** North Market Plaza

*Please find the attached easement closure request.*

*Thank you!!*

*Brandi Reynolds*

Field Operations Assistant

TIM TYLER SURVEYING \* MAPPING, INC.  
240 Skyline Drive, Suite 3000  
Conway, AR 72032  
Phone# (501) 329-1400  
Direct Fax# (501) 327-3972

Email: [brandi@tylersurveying.com](mailto:brandi@tylersurveying.com)  
Office Email: [survey@tylersurveying.com](mailto:survey@tylersurveying.com)  
Website: [www.tylersurveying.com](http://www.tylersurveying.com)

"Yesterday is a cancelled check; Tomorrow is a promissory note;  
Today is the only cash you have so spend it wisely!"



**RESOLUTION NO. R-07-\_\_**

**A RESOLUTION ACCEPTING CERTAIN REAL PROPERTY FROM CONWAY CORPORATION.**

**WHEREAS**, Conway Corporation owns the following real property located at Stanley Russ Road and South Donaghey Avenue:

A part of the SW ¼ SW ¼ of Section 24 T-5-N, R-14-W, Faulkner County, Arkansas; more particularly described as follows: Beginning at a found reading in road at the NW corner of said SW ¼ SW ¼; thence along the West line of said SW ¼ SW ¼ S00°03'19"W 213.50 feet; thence leaving said West line S89°56'41"E 28.82 feet to a set ½" rebar for the point of beginning, said point being on the East right of way of South Donaghey Avenue; thence along said right of way to a point N03°29'19"E 87.60 feet to a set ½" rebar; thence to a point N01°41'06"E 93.92 feet to a set ½" rebar; thence leaving said right of way S89°05'08"E 350.09 feet to a set ½" rebar, thence S18°35'54"W 150.68 feet to a set ½" rebar, thence S42°34'48"W 120.45 feet to a set ½" rebar; thence S66°44'26"W 151.79 feet to a set ½" rebar on the Northeasterly right of way of Stanley Russ Road; thence along said right of way to a point N37°36'05"W 146.06 feet to the point of beginning containing 1.75 acres, more or less.

**WHEREAS**, Conway Corporation is authorized to deed said property to the City of Conway.

**WHEREAS**, the City of Conway is authorized, pursuant to Ark. Code Ann. § 14-54-301, to acquire and hold real estate as is necessary and proper for the administration of the affairs of municipal corporations and to otherwise accept the above-described lands.

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

**SECTION 1:** That the City Council of the City of Conway hereby agrees to accept the above-described lands upon the authorized execution of a deed from Conway Corporation for the purpose of constructing and maintaining a fire station.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

\_\_\_\_\_  
Mayor Tab Townsell

ATTEST:

\_\_\_\_\_  
Michael O. Garrett  
City Clerk/Treasurer

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: August 21, 2007

REFERENCE: Conway Airport Environmental Assessment

The FAA has accepted the City's "Land Use and Development Control Plan for the vicinity of Relocated Conway Airport - Lollie Bottoms Site" as adequately addressing the waterfowl and wildlife hazard issue. This allows us to proceed with completion of the Environmental Assessment. I have attached an e-mail from Glenn Boles with the FAA which outlines the revisions and updates needed in the Environmental Assessment.

I have also attached for your approval a Proposal from Huitt-Zollars for an estimated amount of \$30,830 to perform the engineering work required to update the Environmental Assessment and assist in the public hearing.

## RESOLUTION NO. R-07-\_\_\_\_\_

**A RESOLUTION SETTING A PUBLIC HEARING TO ABANDON A PUBLIC UTILITY EASEMENT IN THE I-40 SOUTH COMMERCIAL PARK, BETWEEN LOTS 17&18; AND FOR OTHER PURPOSES.**

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by Nabholz Properties Inc. & Philip Pinter to abandon a Public Utility Easement in the I-40 South Commercial Park, located specifically between lots 17 & 18 within the corporate limits of the City of Conway, Arkansas; and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the \_\_\_\_\_ day of September, 2007 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

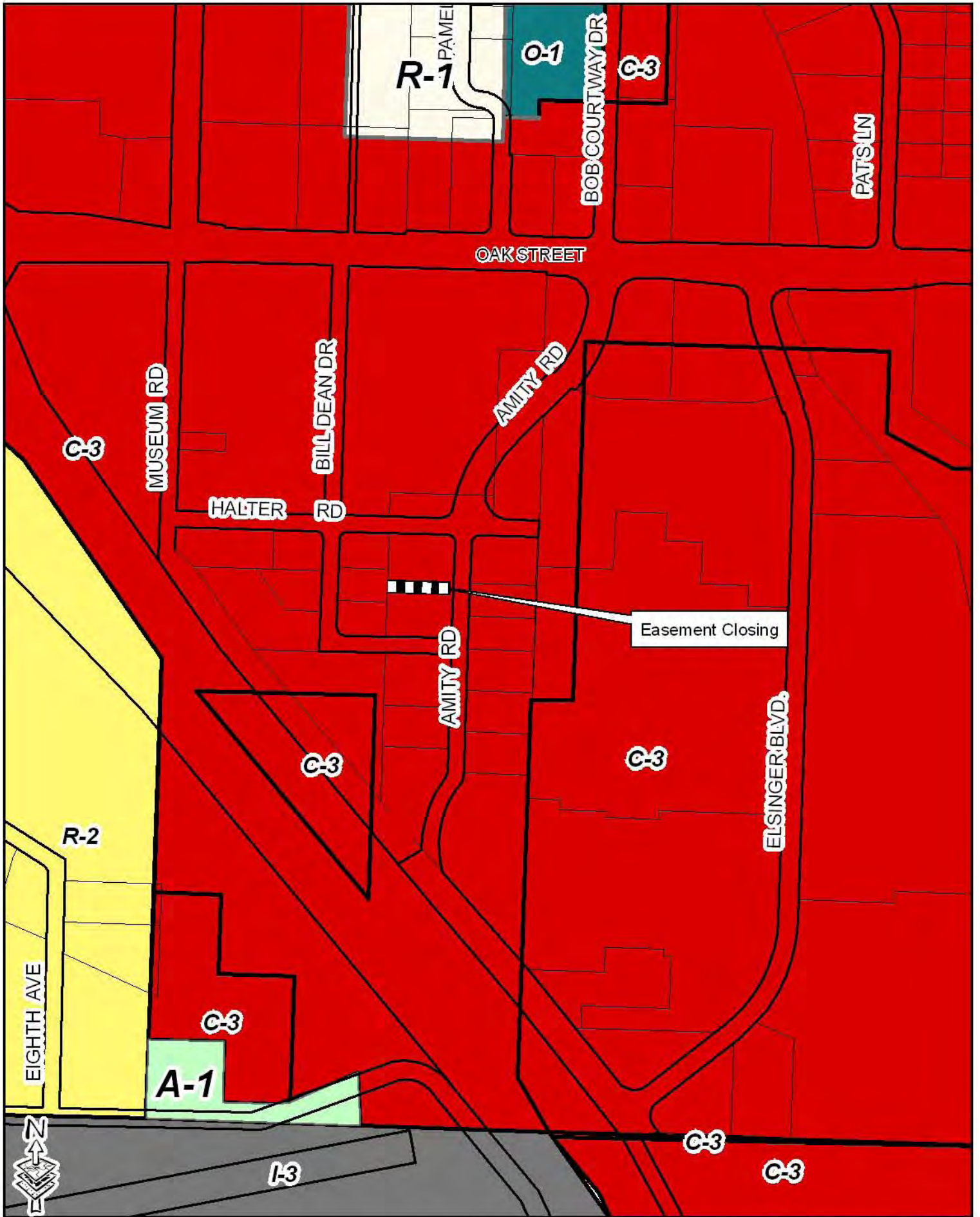
PASSED this 28<sup>th</sup> day of August, 2007

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Mayor Tab Townsell**

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



**Lots 17 and 18 Lachowski / I-40 Subdivision  
Easement Closing**

## RESOLUTION NO. R-07-\_\_\_\_

**A RESOLUTION SETTING A PUBLIC HEARING TO ABANDON AN ALLEY  
RUNNING THROUGH BLOCK 2 IN THE SRYGLEY ADDITION; AND FOR  
OTHER PURPOSES.**

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by Nabholz Construction Corp. to abandon a 17' alley running through Block 2 in the Srygley Addition within the corporate limits of the City of Conway, Arkansas; and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the \_\_\_\_ day of September, 2007 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 28<sup>th</sup> day of August, 2007.

**APPROVED:**

**ATTEST:**

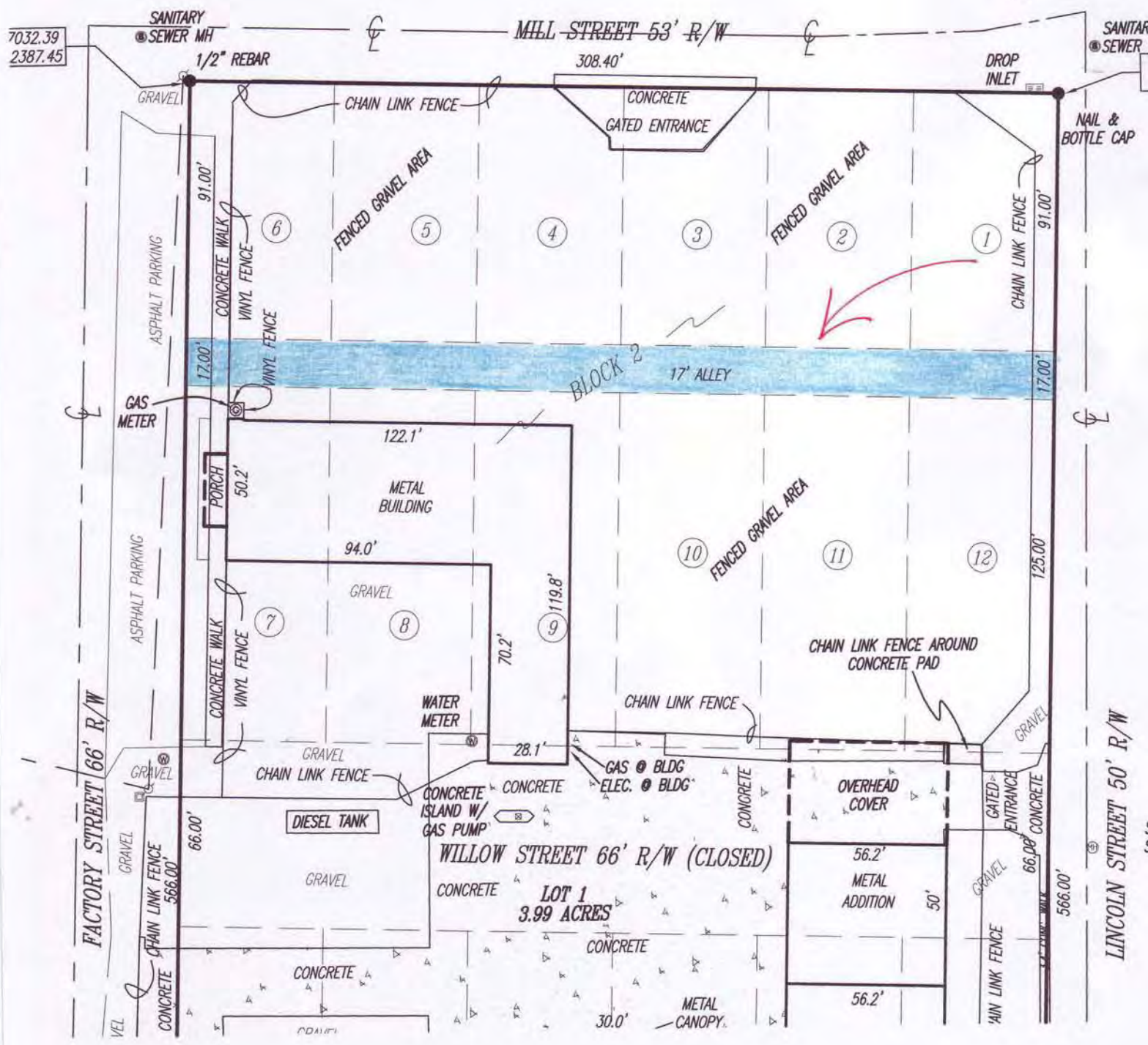
\_\_\_\_\_  
**Mayor Tab Townsell**

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

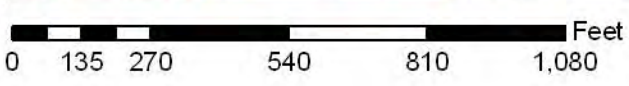
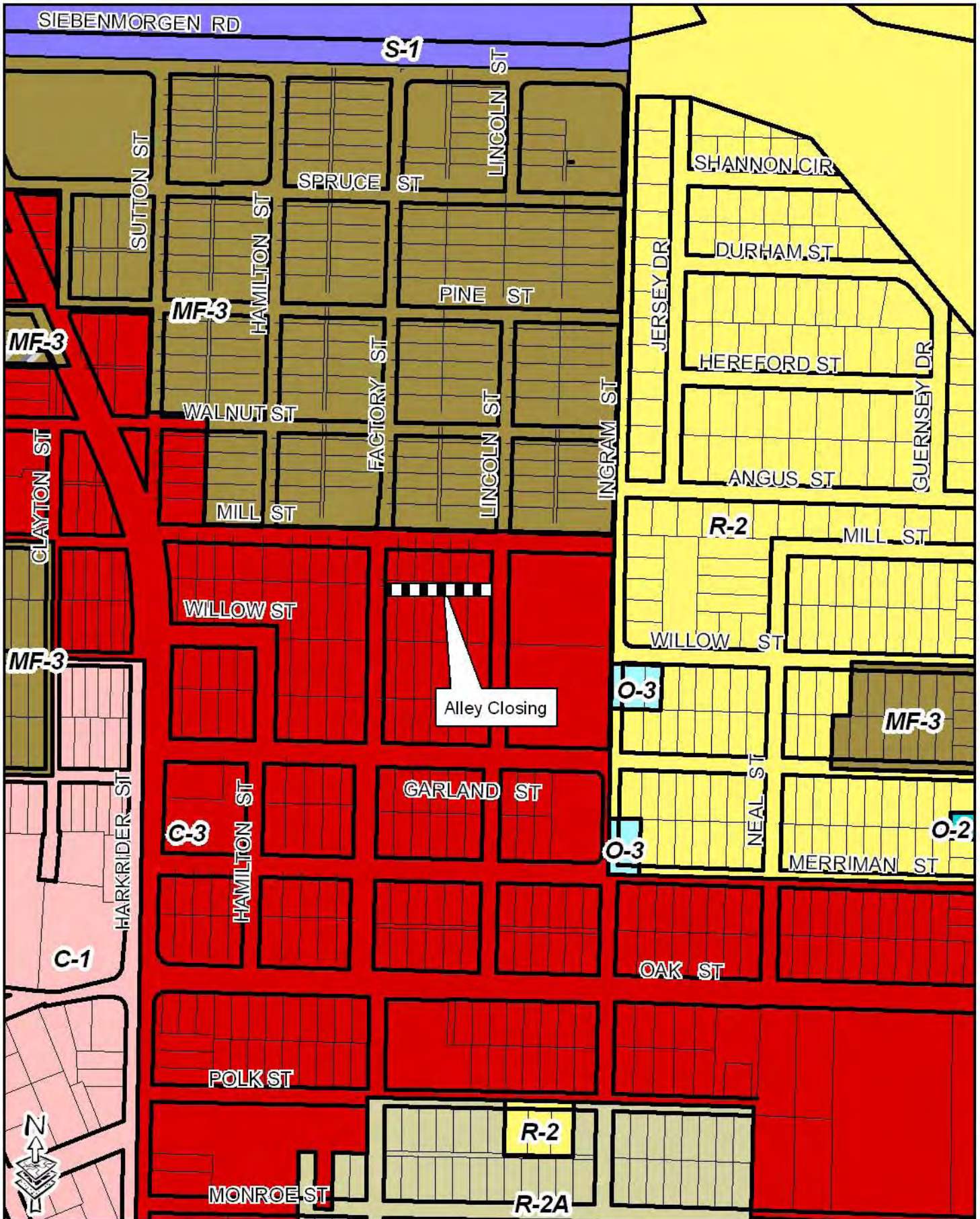


# SRYGLEY ADDITION REPLAT

A REPLAT OF BLOCKS 2 & 7 SRYGLEY ADDITION  
CONWAY, ARKANSAS







Nabholz  
Alley Closing

## RESOLUTION NO. R-07-\_\_\_\_

**A RESOLUTION SETTING A PUBLIC HEARING TO CLOSE A UTILITY EASEMENT LOCATED IN THE WEST PLAINS SUBDIVISION; AND FOR OTHER PURPOSES.**

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by Bobby Spradlin/Tim Tyler Surveying & Mapping, Inc. to abandon the East 15.0 feet of Lots 2 & 3 of West Plains Subdivision, less & except the East 15.0 feet of the North 80.05 feet of Lot 2 West Plains Subdivision and also less & except the East 15.0 feet of the South 15.0 feet of Lot 3 in the West Plains Subdivision within the corporate limits of the City of Conway, Arkansas; and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the \_\_\_\_ day of September , 2007 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

PASSED this 28<sup>th</sup> day of August, 2007.

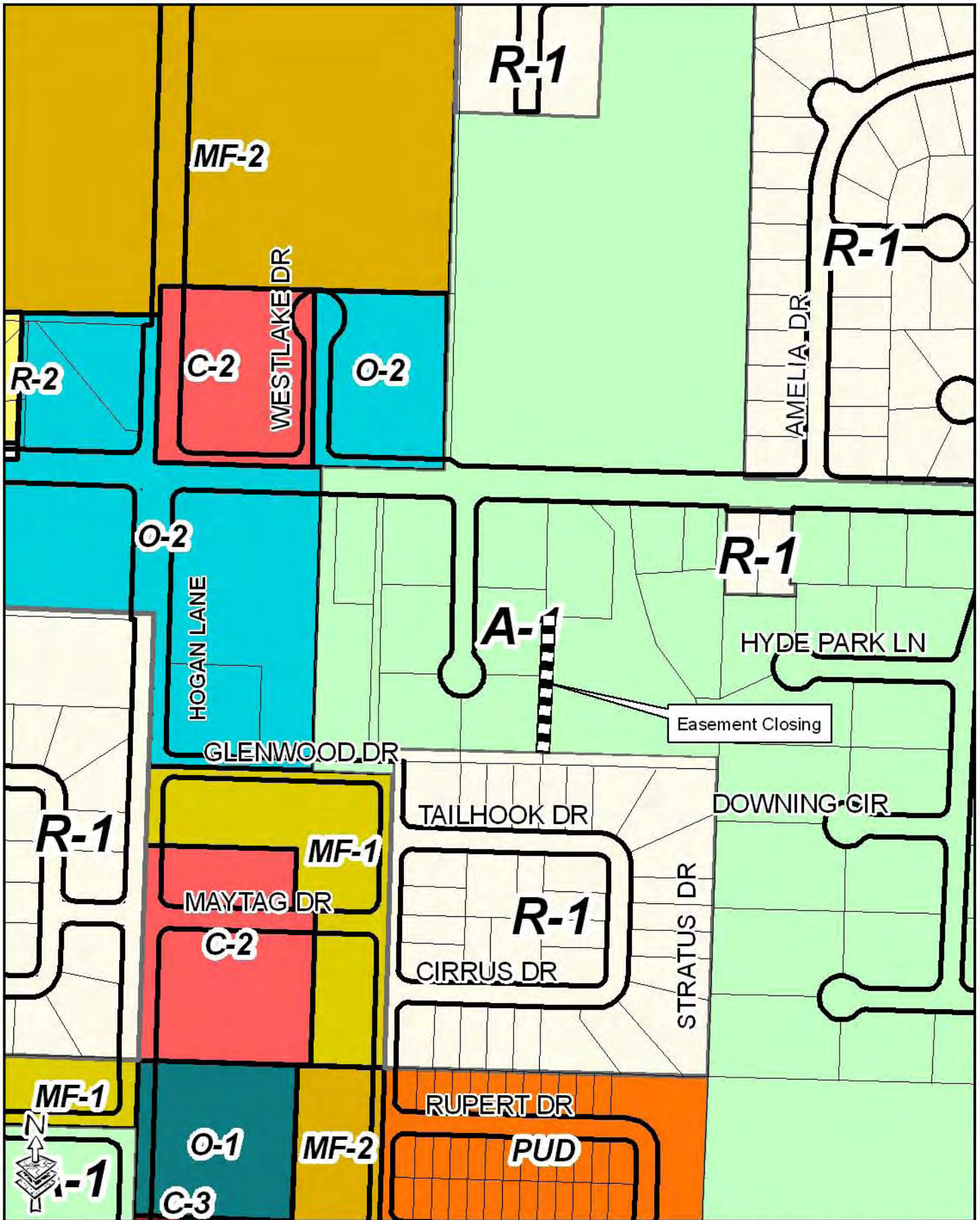
**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Mayor Tab Townsell**

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





**West Plains Subdivision  
Easement Closing**

## RESOLUTION NO. R-07-\_\_\_\_

**A RESOLUTION SETTING A PUBLIC HEARING TO ABANDON THE EAST WEST ALLEY LYING IN BLOCK 14 IN THE ROBINSON'S PLAN; AND FOR OTHER PURPOSES.**

**WHEREAS**, a request has been filed with the City Council of the City of Conway, Arkansas to abandon that portion of an east west alley lying in Block 14 Robinson's Plan, abutting lots 2 1/2 , 3, 8 1/2 , 9, 9 1/2 within the city limits of the City of Conway, Arkansas; and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the \_\_\_\_ day of September, 2007 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 28<sup>th</sup> of August, 2007

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Mayor Tab Townsell**

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

**Parking Lot Variance**

DN: PVR2007AUG01  
 ID: PVR2007AUG01  
 GL: 61331SW

**Patel Parking Lot Variance****REQUESTED VARIANCE(S)**

Allow a curb cut less than 20 feet from the side property line

**APPLICANT'S  
NAME(S)**

Feroz Patel

**PRESENT  
ZONING**

C-3

**ABUTTING  
ZONING**

C-3

**LOCATION**

This property is located at 2350 Sanders Road immediately south of the Holiday Inn Express. Lot 2A

**DIMENSIONS**

0 feet of frontage along Sanders Street

440 feet maximum east-west depth

158 feet maximum north-south depth

**AREA**

1.39 acres

**STREET(S) ABUTTING THE LOT AND THEIR CLASSIFICATIONS**

Lot is accessed from Sanders Street by a 45 foot access easement

**STRUCTURES ON THE PROPERTY**

None

**SUBMITTED JUSTIFICATION FOR THE VARIANCE**

The variance is requested in anticipation of the construction of a 3 story, 67 unit La Quinta Inn

**NOTIFICATION REQUIREMENTS**

In compliance

**COMMENTS**

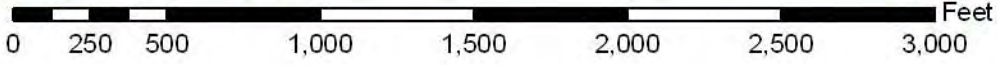
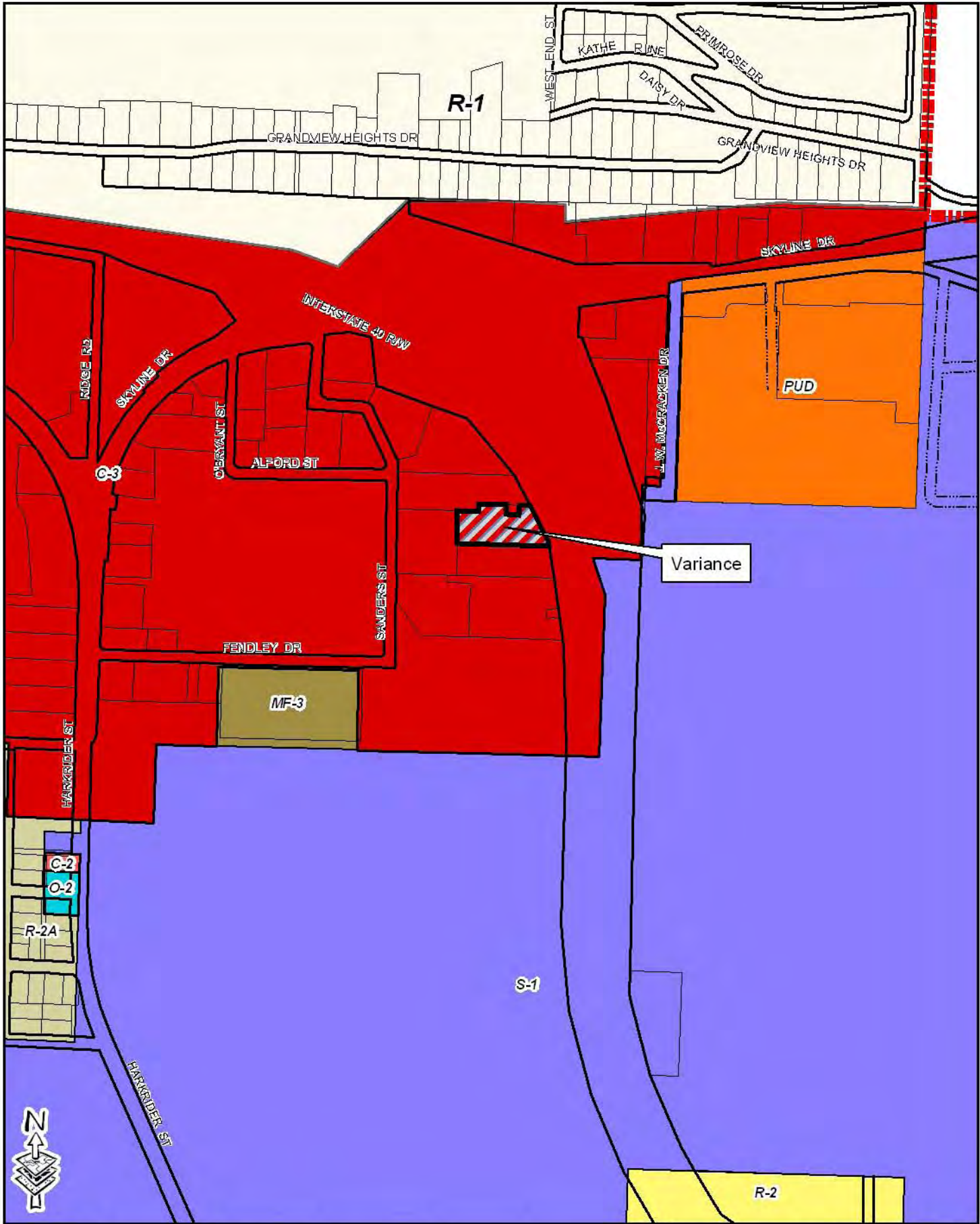
This property is accessed from Sanders Street via a 45 foot access easement. The proposed curb cut is located on the north side of Lot 4, the adjacent lot to the west. This curb cut will allow a drive to be constructed accessing the La Quinta lot. A variance is needed due to the curb cut location would be less than the required 20 feet from the north lot line of Lot 4.

The access to the La Quinta will also provide cross access to the Holiday Inn Express from the La Quinta parking lot. Another private drive running north-south will also be constructed from the La Quinta parking lot to the existing east-west private drive now serving Outback Steakhouse. The existing curb cut for the Holiday Inn Express is approximately 90 feet to the north of this proposed curb cut.

**ENCLOSURES**

A map of the area, plat, and site plan





Patel (La Quinta)  
Parking Lot Variance

BOWMAN REALTY, LLC  
4221 Richards Road  
N.R. AR 71117



LOT-5 McCRACKEN SUB.

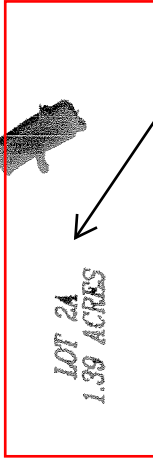
HOLIDAY INN EXPRESS  
LOT 1A  
2.54 ACRES

TRISPEY LING



Sold

LOT 4  
2.12 ACRES

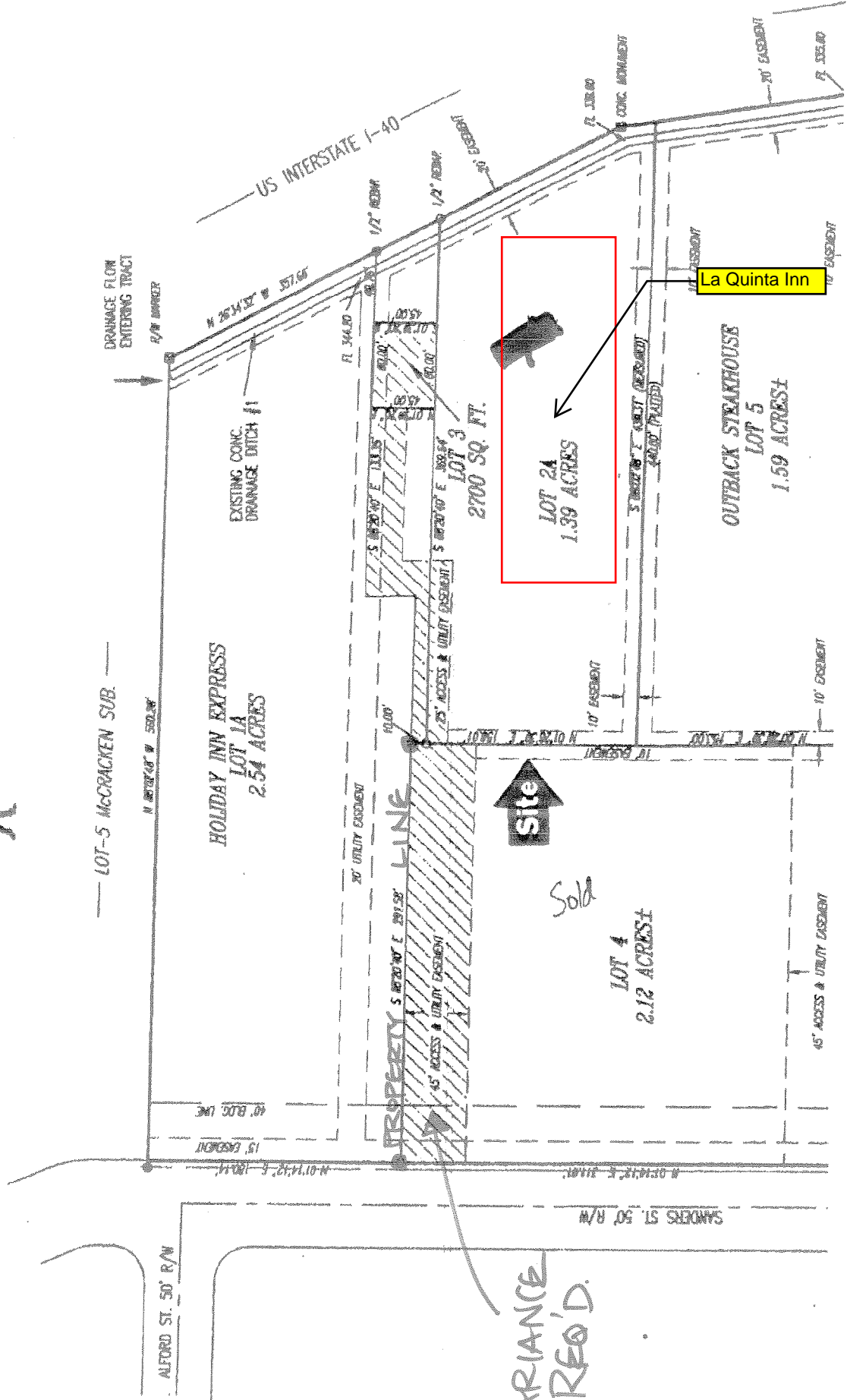


LOT 2A  
1.39 ACRES

La Quinta Inn

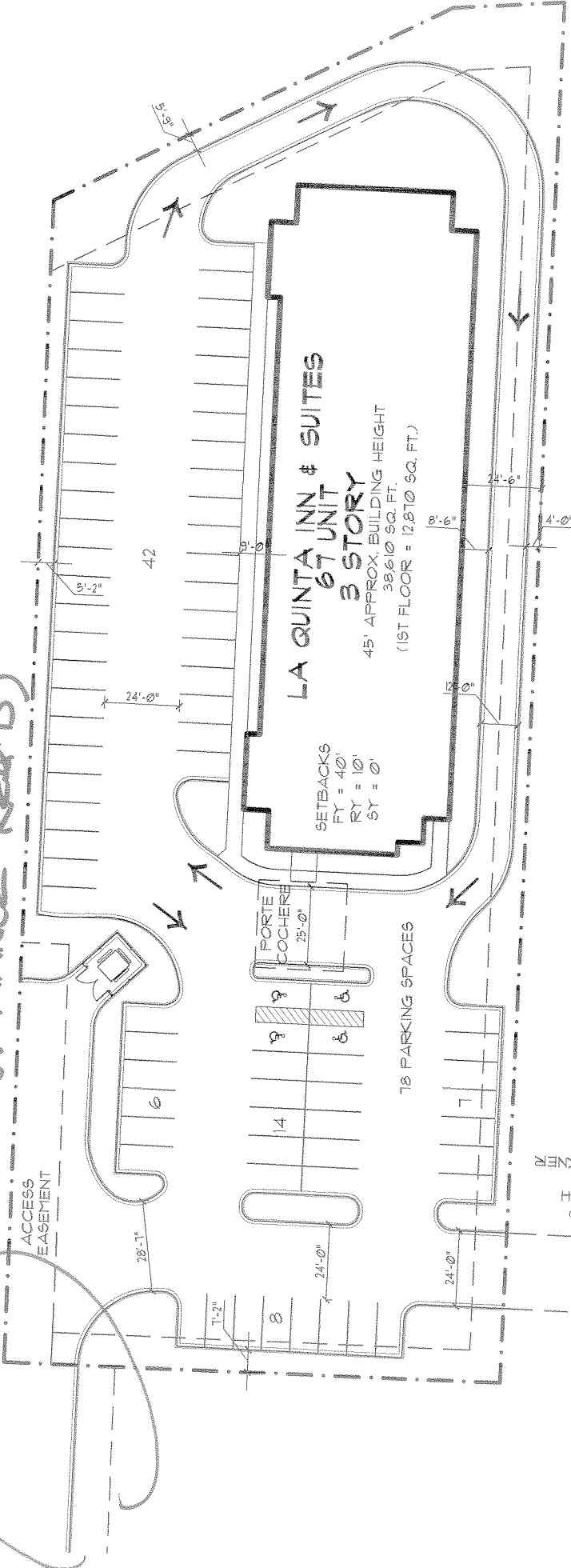
OUTBACK STEAKHOUSE  
LOT 5  
1.59 ACRES

VARIANCE  
REQ'D.





CURB CUT W/IN  
20' OF SIDE LOT LINE  
(VARIANCE REQ'D)



**SITE PLAN REVIEW** (FOR PROPOSED HOTEL)  
SCALE: 1" = 30'-0"  
0 5 10 25 50 100 FEET  
71 PARKING SPACES  
74 PARKING SPACES REQ'D

(AS NEEDED FOR ACCESS)  
A CROSS ACCESS EASEMENT ON CVTR, AND  
BOUNDARY LINE OF LOT 5 OF McCracken  
SUBDIVISION OF THE CITY OF CONWAY, FALKNER  
COUNTY, ARKANSAS.

# RICHARD HUMISTON ARCHITECT

523 GARRISON AVE. SUITE 102  
FORT SMITH, AR 72901  
(479) 785-4355  
fax: (479) 785-4855  
r.humiston@sbcglobal.net

**Parking Lot Variance**

DN PVR2007AUG02  
 ID: PVR2007AUG02  
 GL: 51411SW

**Massey Parking Lot Variance****REQUESTED VARIANCE(S)**

Allow a curb cut less then 20 feet from the side property line

**APPLICANT'S  
NAME(S)**

Roy Massey

**PRESENT  
ZONING**

C-3

**ABUTTING  
ZONING**

C-3

**LOCATION**

This property is located at 308 Salem Road, Lot 17 Valley Creek Subdivision, across from Wicket Drive.

**DIMENSIONS**

101 feet of frontage along Salem Road  
 455 feet maximum east-west depth

**AREA**

1.79 acres

**STREET(S) ABUTTING THE LOT AND THEIR CLASSIFICATIONS**

Salem Road minor arterial

**STRUCTURES ON THE PROPERTY**

None

**SUBMITTED JUSTIFICATION FOR THE VARIANCE**

The variance is requested in anticipation of the construction of an 11 unit apartment complex

**NOTIFICATION REQUIREMENTS**

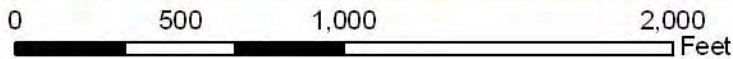
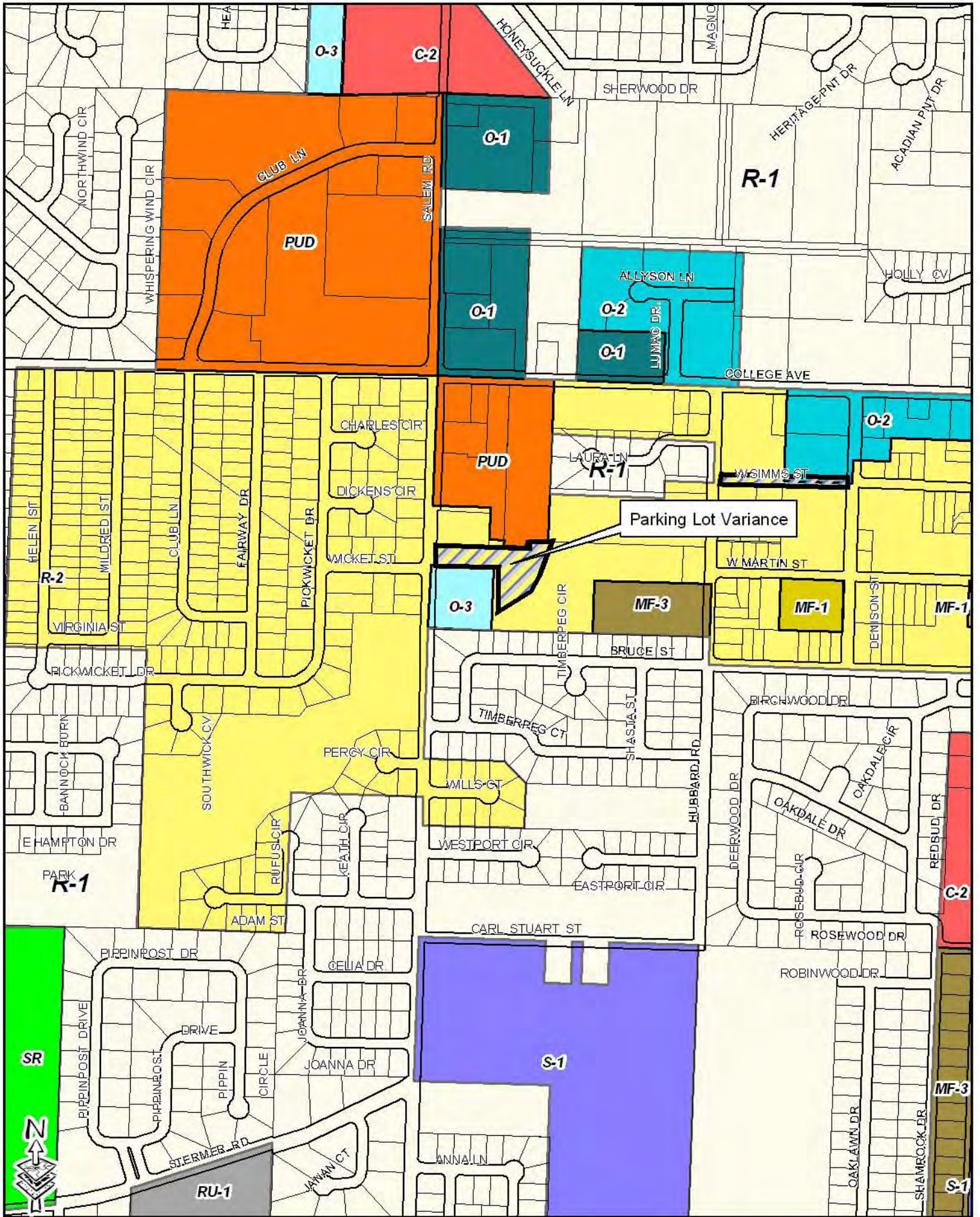
In compliance

**COMMENTS**

This property has approximately 100 feet of frontage along Salem Road. This frontage is narrow and the applicant is seeking a variance to allow the drive to be less than 20 feet from the north side property line. This would allow an access drive to the development off Salem. The applicant sought a shared joint access with the church to the north, but the church would not reach an agreement. Some discussion was had during the recent conditional use process to require a bridge and drive to the east. This was deemed undesirable. There is no opportunity for cross access to the south.

**ENCLOSURES**

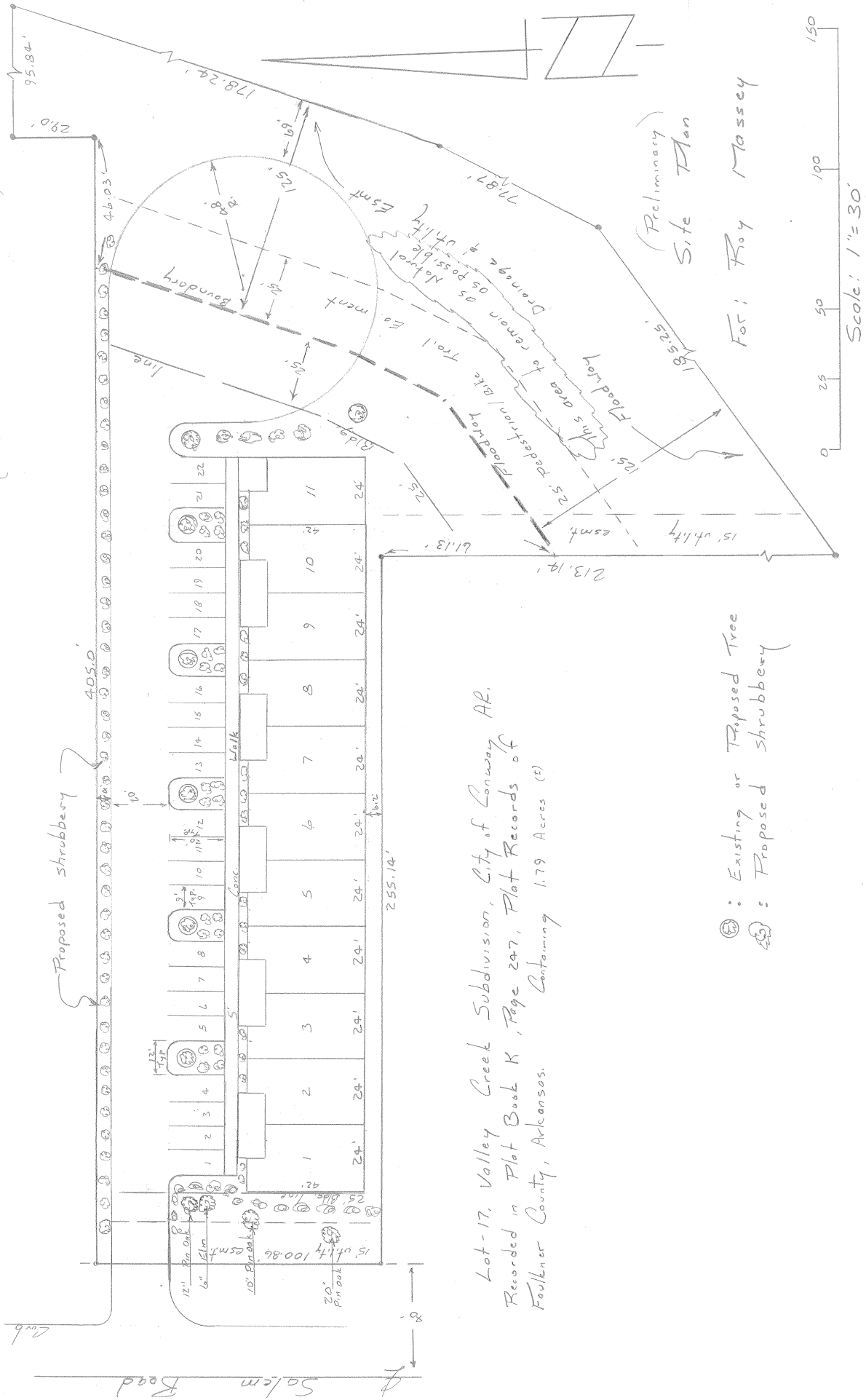
A map of the area and site plan



**Massey Parking Lot Variance**



(Min. F.F. Elev. = 295.5)



Lot-17, Valley Creek Subdivision, City of Conway AR.  
 Recorded in Plot Book K, Page 247, Plat Records of  
 Faulkner County, Arkansas. Containing 1.79 Acres (±)

- ⊙ : Existing or Proposed Tree
- ⊕ : Proposed Shrubbery

## ORDINANCE NO. O-07-\_\_\_\_\_

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY AT 4555 PRINCE STREET FROM A-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 A-1 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Being a part of the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, T5N, R14W, Faulkner County, Arkansas; more described as beginning at a found stone at the SE corner of said NW $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence along the East line of said NW $\frac{1}{4}$  SW $\frac{1}{4}$  N02°00'48"E 461.86 feet to the point of beginning at a found  $\frac{1}{2}$ " rebar; thence leaving said East line N88°57'13"W 645.13 feet (deeded West 643.50 feet) to the centerline of Prince Street (formerly State Hwy #60); thence along said centerline to a point N31°14'11"E 592.24 feet (deeded N30°E); thence leaving said centerline S88°47'42"E 355.96 feet (deeded 350.66 feet) to a found  $\frac{1}{2}$ " rebar at the NW corner of Lot-4 Westin Office Park Subdivision, on the East line of said NW $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence along said East line S02°00'48"W 511.00 feet (deeded South) to the point of beginning containing 5.8 acres more or less.

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 28<sup>th</sup> DAY OF August, 2007**

**Approved:**

\_\_\_\_\_  
**TAB TOWNSELL, MAYOR**

**Attest:**

\_\_\_\_\_  
**MICHAEL O. GARRETT, CITY CLERK**



CONWAY PLANNING COMMISSION

1201 OAK STREET • CONWAY, AR 72032

(501) 450-6105

August 21, 2007

Council Members  
Conway, AR 72032

Dear Council Members:

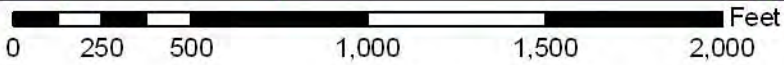
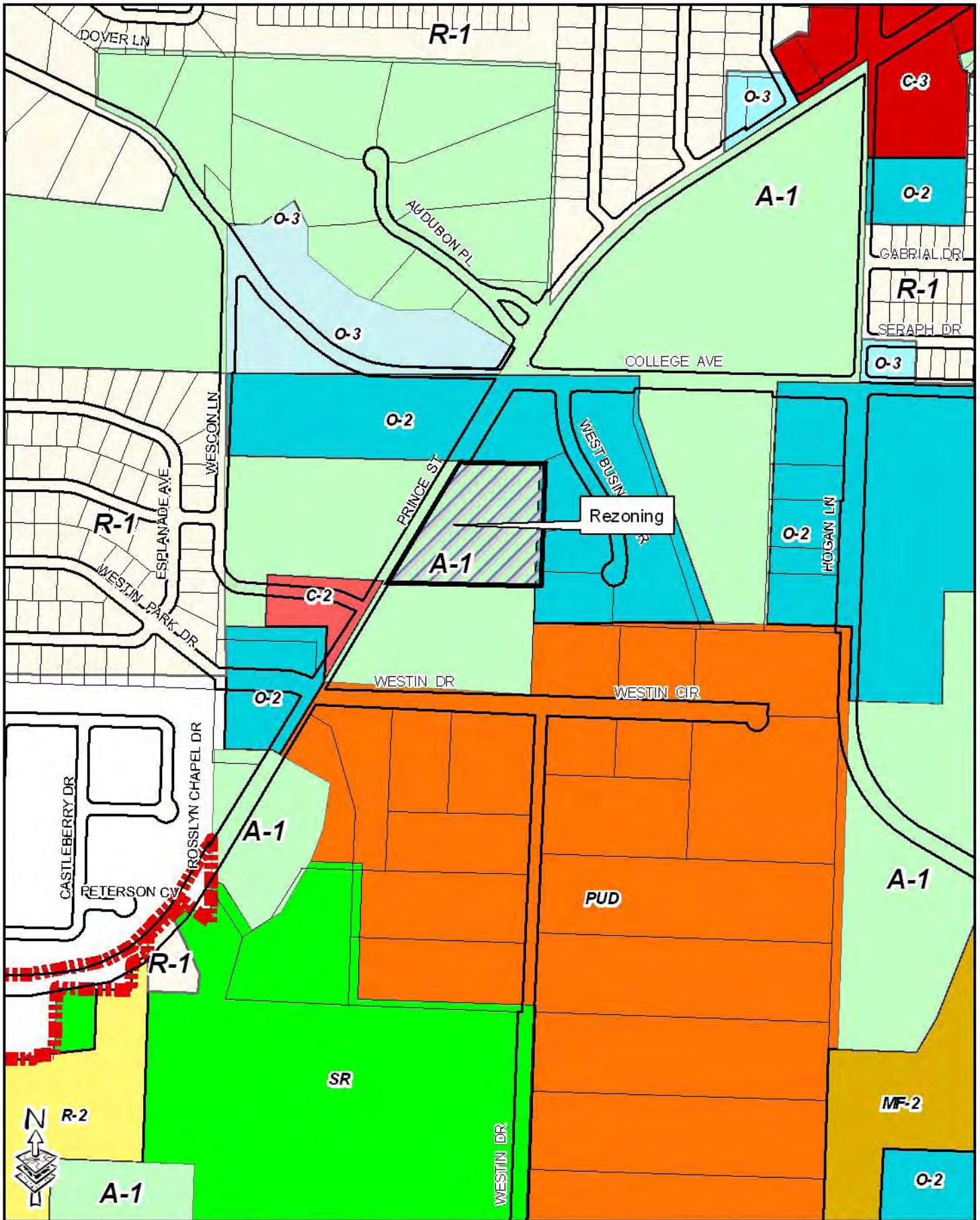
A request for rezoning from A-1 to O-2 for property located at 4555 Prince Street (former Pruett property) with the legal description:

Being a part of the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, T5N, R14W, Faulkner County, Arkansas; more described as beginning at a found stone at the SE corner of said NW $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence along the East line of said NW $\frac{1}{4}$  SW $\frac{1}{4}$  N02°00'48"E 461.86 feet to the point of beginning at a found  $\frac{1}{2}$ " rebar; thence leaving said East line N88°57'13"W 645.13 feet (deeded West 643.50 feet) to the centerline of Prince Street (formerly State Hwy #60); thence along said centerline to a point N31°14'11"E 592.24 feet (deeded N30°E); thence leaving said centerline S88°47'42"E 355.96 feet (deeded 350.66 feet) to a found  $\frac{1}{2}$ " rebar at the NW corner of Lot-4 Westin Office Park Subdivision, on the East line of said NW $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence along said East line S02°00'48"W 511.00 feet (deeded South) to the point of beginning containing 5.8 acres more or less.

was reviewed by the Planning Commission at its regular meeting on August 20, 2007. The Planning Commission voted 10 – 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 IMMEDIATELY SOUTH OF THE FORMER INTERSECTION OF HARKRIDER STREET AND CLOSED CLAYTON STREET WITH THE ADDRESS 1265 HARKRIDER FROM MF-3 TO C-3;**

**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 MF-3 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Lot 10 Block 7 Jones Addition

to those of C-3, 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 28<sup>th</sup> DAY OF August, 2007**

**Approved:**

\_\_\_\_\_  
**TAB TOWNSELL, MAYOR**

**Attest:**

\_\_\_\_\_  
**MICHAEL O. GARRETT, CITY CLERK**





CONWAY PLANNING COMMISSION  
1201 OAK STREET • CONWAY, AR 72032  
(501) 450-6105

August 21, 2007

Council Members  
Conway, AR 72032

Dear Council Members:

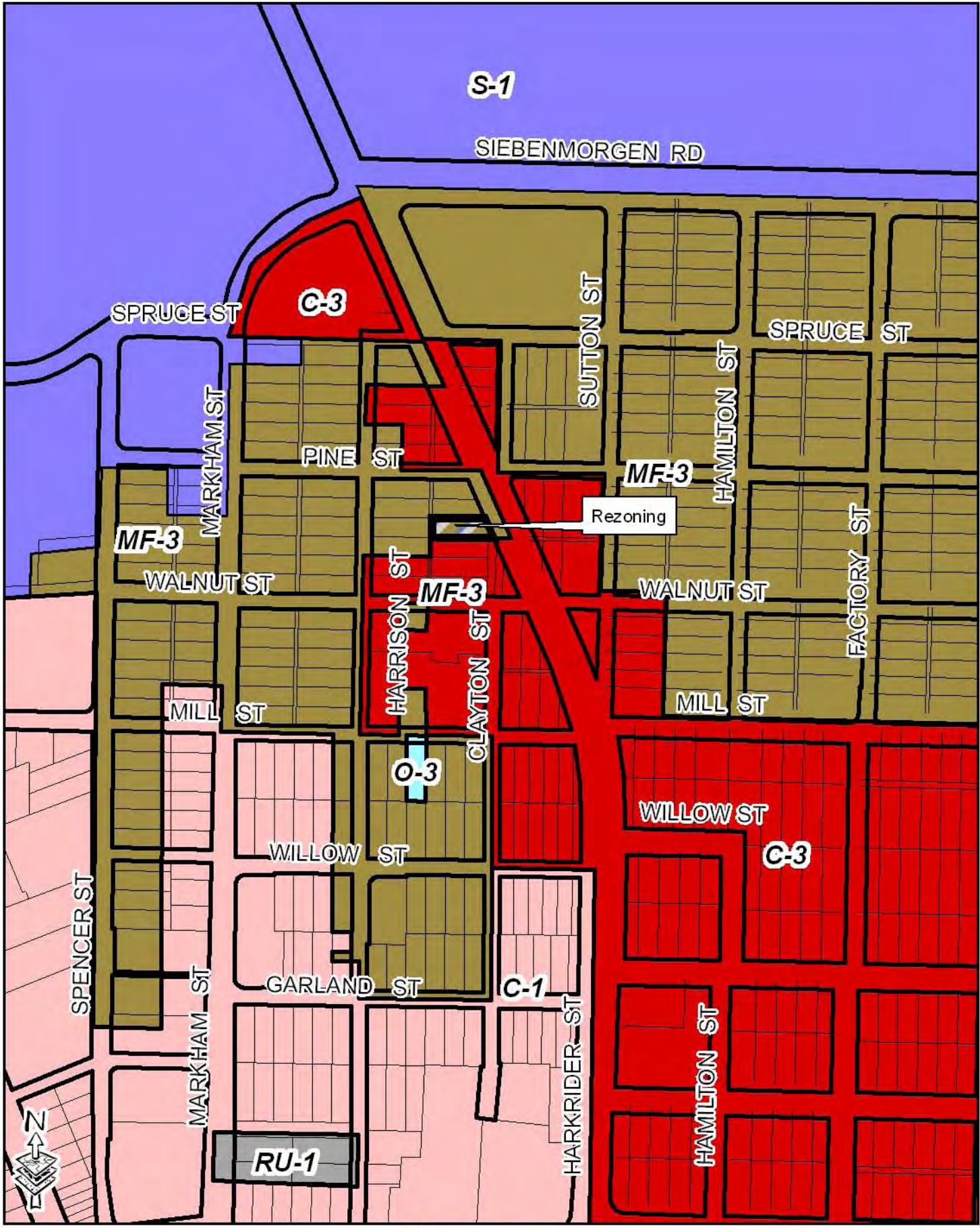
A request for rezoning from MF-3 to C-3 for property located immediately south of the former intersection of Harkrider Street and closed Clayton Street addressed as 1265 Harkrider and having the legal description:

Lot 10 Block 7 Jones Addition

was reviewed by the Planning Commission at its regular meeting on August 20, 2007. The Planning Commission voted 10 – 0 that the request be sent to the City Council with a recommendation of approval.

Submitted by,

Adam Thomas, Chairman  
Planning Commission



0 250 500 1,000 Feet

Shaver Rezoning

## ORDINANCE NO. O-07-\_\_\_\_\_

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED TO THE SOUTHEAST OF THE LARGE CURVING INTERSECTION OF MEADOWLAKE ROAD AND SALEM ROAD FROM A-1 AND RMH TO R-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 and RMH symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Part of the S $\frac{1}{2}$  SW $\frac{1}{4}$ , Section 35, Township 6 North Range 14 west, Faulkner County, Arkansas, described as commencing at the NW corner of said S $\frac{1}{2}$  SW $\frac{1}{4}$ , and run North 89 degrees 41 minutes 54 seconds East along the North line of said S $\frac{1}{2}$  SW $\frac{1}{4}$ , 1241.78 feet to the point of beginning; thence continue North 89 degrees 41 minutes 54 seconds East, 593.39 feet; thence South 0 degree 20 minutes 34 seconds East along the West line of Hunters Cove Subdivision, 1021.23 feet to the North right of way of Union Pacific Railroad; thence North 66 degrees 22 minutes 57 seconds West along said right of way, 1417.96 feet; thence leaving said right of way, North 23 degrees 54 minutes 41 seconds East, 111.59 feet; thence North 14 degrees 02 minutes 30 seconds East, 77.94 feet; thence North 34 degrees 33 minutes 20 seconds East, 103.56 feet; thence North 52 degrees 59 minutes 03 seconds East, 160.11 feet; thence North 79 degrees 43 minutes 33 seconds East, 269.02 feet; thence North 87 degrees 51 minutes 00 second East, 185.02 feet; thence North 0 degree 59 minutes 32 seconds East, 35.80 feet to the point of beginning. Containing 20.00 acres, more or less.

to those of R-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 28<sup>th</sup> DAY OF August, 2007**

**Approved:**

\_\_\_\_\_  
**TAB TOWNSELL, MAYOR**

**Attest:**

\_\_\_\_\_  
**MICHAEL O. GARRETT, CITY CLERK**



CONWAY PLANNING COMMISSION

1201 OAK STREET • CONWAY, AR 72032

(501) 450-6105

August 21, 2007

Council Members  
Conway, AR 72032

Dear Council Members:

A request for rezoning from A-1 and RMH to R-1 for property located to the southeast of the large curving intersection of Meadowlake Road and Salem Road with the legal description:

Part of the S $\frac{1}{2}$  SW $\frac{1}{4}$ , Section 35, Township 6 North Range 14 west, Faulkner County, Arkansas, described as commencing at the NW corner of said S $\frac{1}{2}$  SW $\frac{1}{4}$ , and run North 89 degrees 41 minutes 54 seconds East along the North line of said S $\frac{1}{2}$  SW $\frac{1}{4}$ , 1241.78 feet to the point of beginning; thence continue North 89 degrees 41 minutes 54 seconds East, 593.39 feet; thence South 0 degree 20 minutes 34 seconds East along the West line of Hunters Cove Subdivision, 1021.23 feet to the North right of way of Union Pacific Railroad; thence North 66 degrees 22 minutes 57 seconds West along said right of way, 1417.96 feet; thence leaving said right of way, North 23 degrees 54 minutes 41 seconds East, 111.59 feet; thence North 14 degrees 02 minutes 30 seconds East, 77.94 feet; thence North 34 degrees 33 minutes 20 seconds East, 103.56 feet; thence North 52 degrees 59 minutes 03 seconds East, 160.11 feet; thence North 79 degrees 43 minutes 33 seconds East, 269.02 feet; thence North 87 degrees 51 minutes 00 second East, 185.02 feet; thence North 0 degree 59 minutes 32 seconds East, 35.80 feet to the point of beginning. Containing 20.00 acres, more or less.

was reviewed by the Planning Commission at its regular meeting on August 20, 2007. The Planning Commission voted 10 – 0 that the request be sent to the City Council with a recommendation of approval.

Submitted by,

Adam Thomas, Chairman  
Planning Commission



R-2

A-1

Rezoning

MEADOWLAKE RD

RMH

RU-1

R-2

BRIERSPRINGS DR

A-1

R-1

SPRING DR

SUMMERSET DR

R-1

A-1

ROSEMONT DR

MF-1

R-2

KENT LN

RIDGEWOOD DR

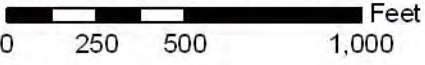
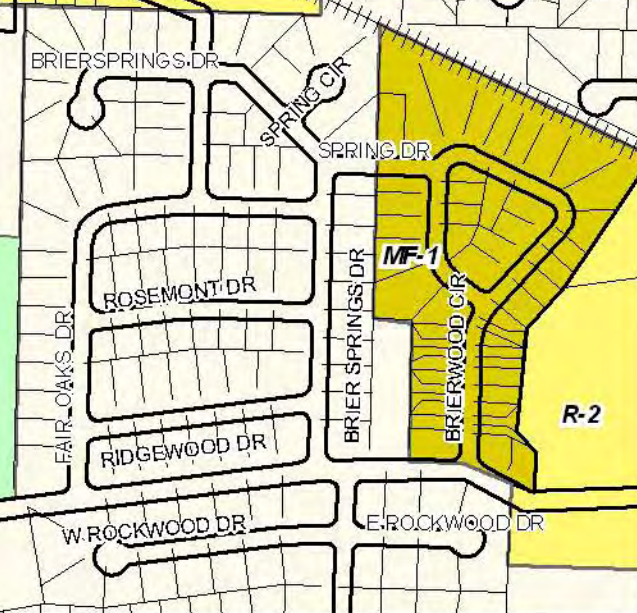
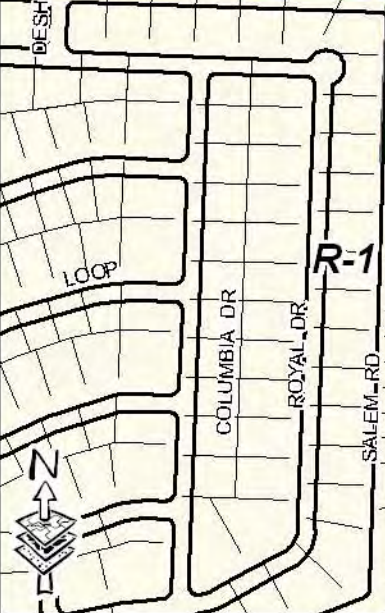
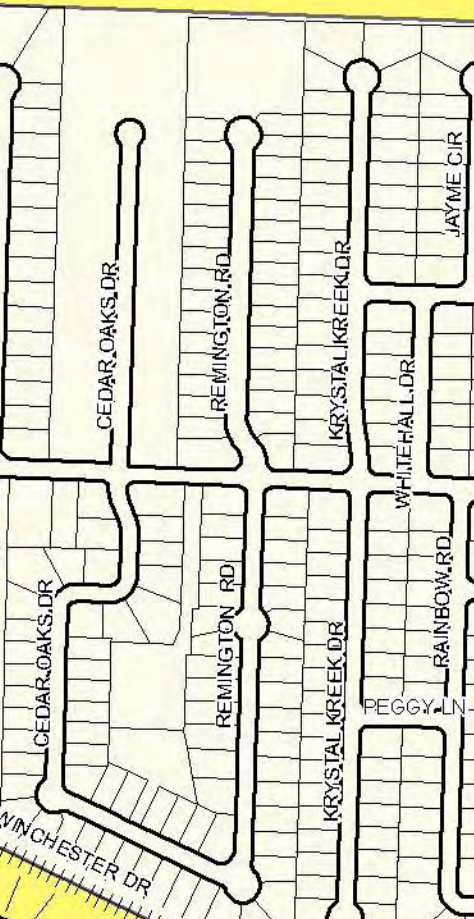
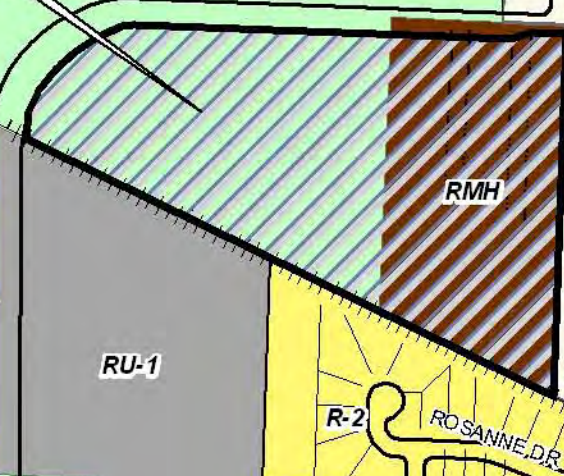
BRIER SPRINGS DR

BRIERWOOD CIR

LONDONDERRY LN

W. ROCKWOOD DR

E. ROCKWOOD DR



MCMCH, LLC Rezoning

## ORDINANCE NO. O-07-\_\_\_\_\_

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 2415 OLD MORRILTON HIGHWAY (HIGHWAY 64 WEST) FROM R-2 TO C-3;**

**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-2 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

A part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 35, Township 6 North, Range 14 West, Faulkner County, Arkansas described as beginning at a point which is 224.2 feet West of the SE corner of said SW¼ of the NE¼ and run thence North 897.6 feet to the H.S. Highway No. 64; thence West along said highway 244.4 feet; thence South 897.6 feet; thence East 244.2 feet to the point of beginning containing 5.03 acres more or less of which **only** the northern 3.9 acres are to be zoned C-3; and **LESS AND EXCEPT** the southern 200 feet (in south to north length) containing 1.1 acres more or less that are to remain zoned R-2.

to those of C-3, 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 28<sup>th</sup> DAY OF August, 2007**

**Approved:**

\_\_\_\_\_  
**TAB TOWNSELL, MAYOR**

**Attest:**

\_\_\_\_\_  
**MICHAEL O. GARRETT, CITY CLERK**



CONWAY PLANNING COMMISSION  
1201 OAK STREET • CONWAY, AR 72032  
(501) 450-6105

August 21, 2007

Council Members  
Conway, AR 72032

Dear Council Members:

A request for rezoning from R-2 to C-3 for property located 2415 Old Morrilton Highway (Highway 64 West) with the legal description:

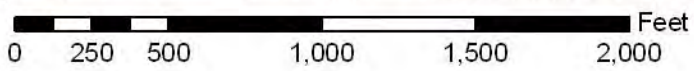
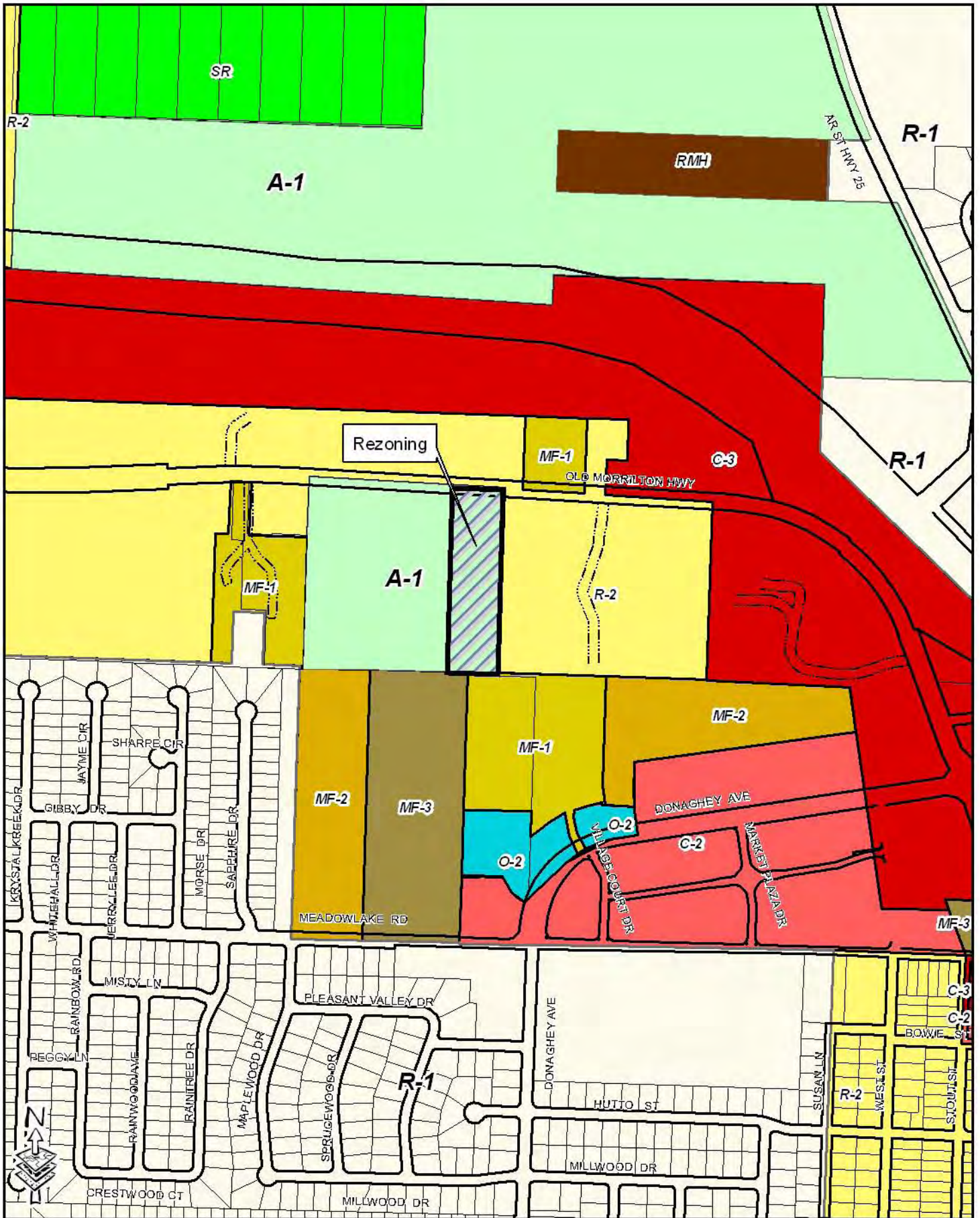
A part of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 35, Township 6 North, Range 14 West, Faulkner County, Arkansas described as beginning at a point which is 224.2 feet West of the SE corner of said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and run thence North 897.6 feet to the H.S. Highway No. 64; thence West along said highway 244.4 feet; thence South 897.6 feet; thence East 244.2 feet to the point of beginning containing 5.03 acres more or less of which **only** the northern 3.9 acres are to be zoned C-3; and **LESS AND EXCEPT** the southern 200 feet (in south to north length) containing 1.1 acres more or less that are to remain zoned R-2.

was reviewed by the Planning Commission at its regular meeting on August 20, 2007. The Planning Commission voted 7 – 2 – 1 that the request be sent to the City Council with a recommendation of approval. Commissioners Adam Thomas and Todd Smithhart voted against the motion to recommend approval of this rezoning to the City Council while Commissioner Terry Sossong abstained from voting.

Submitted by,

Adam Thomas, Chairman  
Planning Commission





Sellers / Padgett Rezoning





August 21, 2007

Council Members  
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit for **Retail – Restricted** for property located along College Avenue extended between Prince Street and Wescon Lane addressed as 4500, 4550, 4600, 4660, 4665, 4700, 4735, and 4770 College Avenue with the legal description:

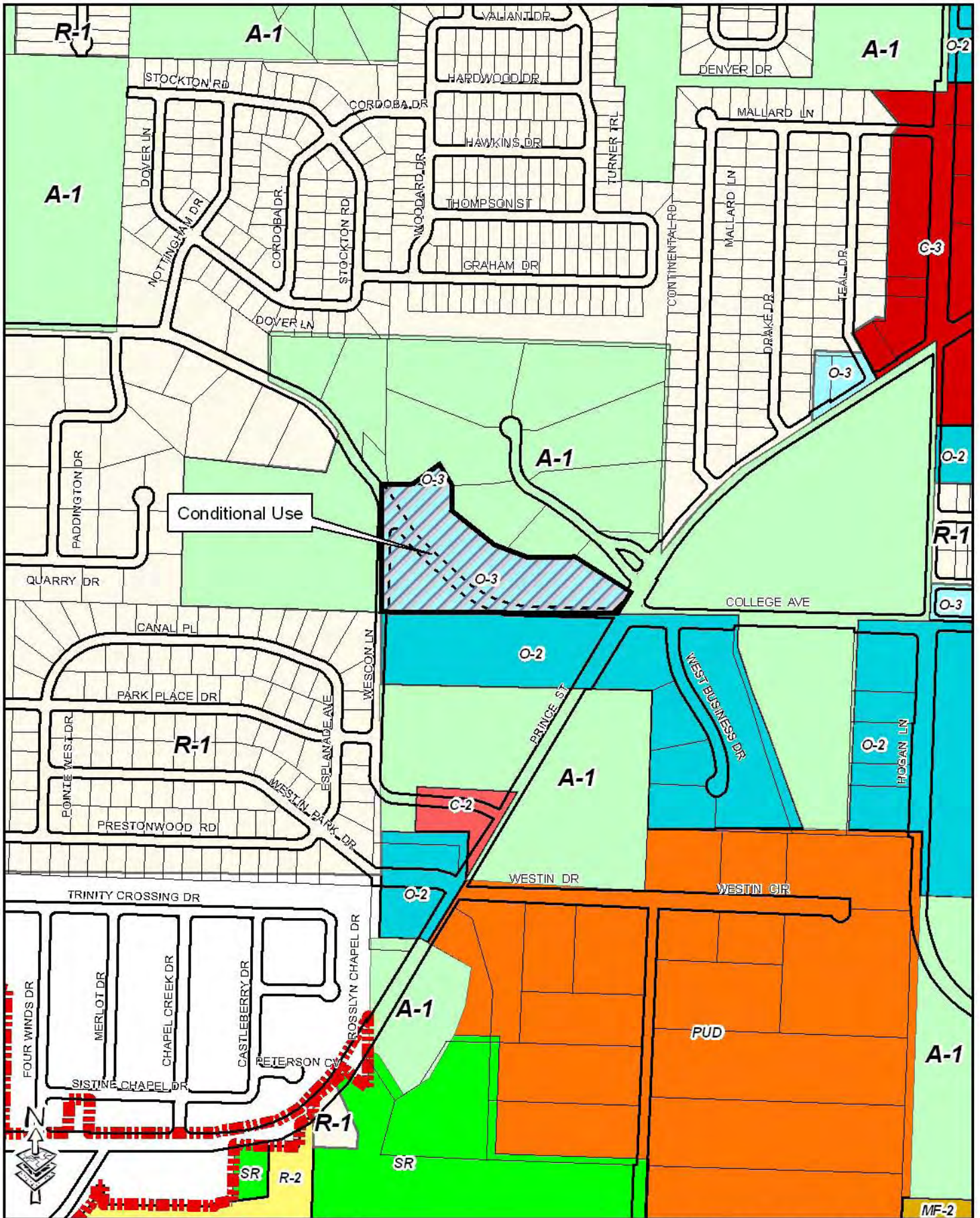
Lots 12-19, The Crossing at Audubon, Plat Book K at Page 158 in the Plat Records of Faulkner County, Arkansas, lying on either side of College Avenue between Prince Street and Wescon Lane, City of Conway, Arkansas.

was reviewed by the Planning Commission at its regular meeting on August 20, 2007. The Planning Commission voted 10 – 0 that the request be sent to the City Council with a recommendation of approval with the following conditions attached.

- 1) Development must conform to new proposed design standards. The standards include regulations concerning:
  - A. Tree Preservation
  - B. Site Coverage
  - C. Architectural Characteristics (Massing, Façade, Large Box-like Structures)
  - D. Curb Cuts, Parking Access, Cross Access
  - E. Screening and Fencing (Including Service Areas)
  - F. Landscaping
  - G. Lighting
  - H. Sidewalks
- 2) Buildable square footages will be limited to 45% restricted retail and 55% O-3 uses.
- 3) A 20-foot buffer shall be provided and maintained along the north property line.
- 4) Curb cuts shall be limited to three (3) curb cuts to the north and one (1) to the south.
- 5) Bike trail shall be rerouted wherever possible to avoid bicycle traffic crossing and/or intersecting with vehicle traffic.

Submitted by,

Adam Thomas, Chairman  
Planning Commission



0 250 500 1,000 1,500 Feet

**Adkisson Conditional Use**



August 21, 2007

Council Members  
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit for **Day Care and Parking Lot** for property located at 1260 Markham Street on the east side of Markham Street one lot north of the intersection of Markham and Walnut Streets with the legal description:

Lots 4 and 5, Block 6, Jones Addition to the City of Conway,  
Faulkner County, Arkansas.

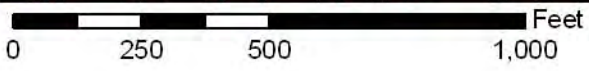
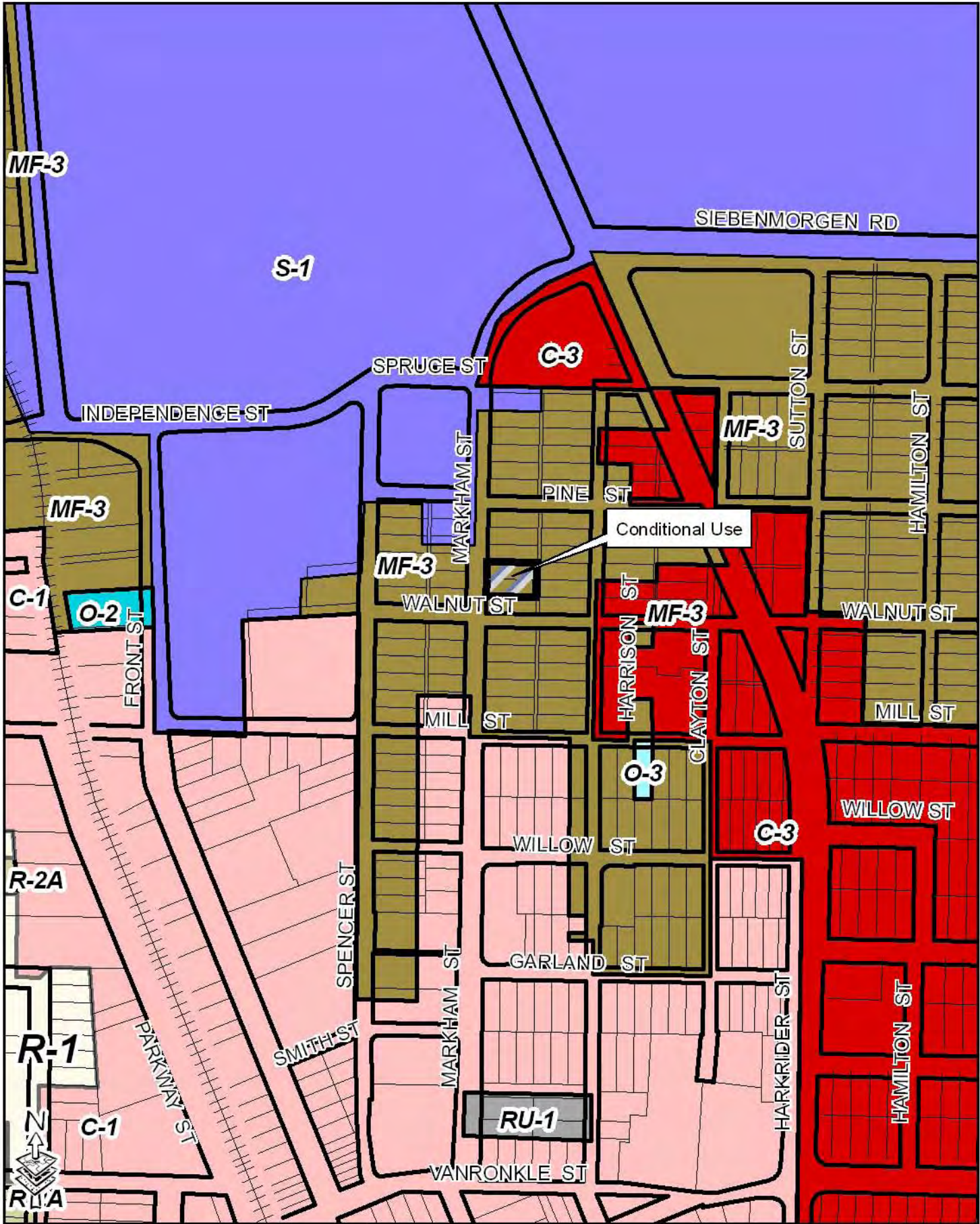
was reviewed by the Planning Commission at its regular meeting on August 20, 2007. The Planning Commission voted 10 – 0 that the request be sent to the City Council with a recommendation of approval with the following conditions attached.

- 1) Old Conway Design Review Board standards apply to this project.
- 2) As required by Section 601.10 of the Zoning Ordinance, all outdoor play areas shall be fenced with a privacy fence not less than 6 feet high.
- 3) Additional privacy fencing not less than 6 feet high shall screen adjoining residences.
- 4) As required by Section 601.10 of the Zoning Ordinance, signage is limited to a non-illuminated wall sign no more than 4 square feet in area. No free standing or other signs are permitted.
- 5) As required by Section 601.10 of the Zoning Ordinance, the maximum number of children allowed is fifty-seven (57).
- 6) Hours of operation shall be 6:00 a.m. to 6:00 p.m., Monday through Friday.
- 7) No outdoor speaker system allowed.

Submitted by,

Adam Thomas, Chairman  
Planning Commission





Walton Conditional Use

## ORDINANCE O-07-\_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE O-03-136; REQUIRING BUILDINGS IN CONWAY TO BE BUILT WITH THEIR LOWEST FINISH FLOOR ELEVATION NO LESS THAN SIXTEEN INCHES ABOVE GRADE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;**

**WHEREAS;** many area within the City of Conway are subject to repetitive flooding, and;

**WHEREAS;** much of the flooding of buildings could be avoided if the finish floors of the building were built no less than 16" above the abutting exterior grade;

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

**Section 1:** That for all single family residences and duplexes in Conway for which the foundation has not yet been constructed and approved upon passage of this ordinance, the elevation of finish floor of the lowest inhabitable floor (excluding basements as defined in the Zoning Ordinance of the City of Conway) must be no less than sixteen (16) inches above the abutting exterior rough grade of the ground *except for projects that have a Grading and Drainage Plan, conforming to the requirements below, prepared and sealed by a Professional Engineer.*

*A Grading and Drainage Plan shall present a specific finished floor elevation and detailed specific finish surface elevation around the building such that the finished surface around the building slopes downward away from the building and into a public drainage course designed for the subdivision or to a natural drainage way of adequate size to convey the stormwater. The area surrounding the building shall be shaped to provide positive drainage and shall prevent ponding on the lot. The finished ground adjacent to the building shall be no less than 8" below finish floor elevation and shall slope away from the building at a constant grade of at least 2% to a point 12" below the finish floor elevation. In no case shall the result of any lot grading cause additional flooding to adjacent properties. Where the Grading and Drainage Plan alternative is utilized, an As Built Survey prepared and sealed by a Professional Engineer or Professional Land Surveyor shall be furnished to the Permits Department prior to issuance of a building occupancy permit. The As Built Survey shall contain a certification that the finish elevations conform with the Proposed Grading and Drainage Plan for the site and the requirements of the ordinance.*

For all other buildings, adequate information must be provided to the City Engineer to establish that other buildings are equally protected against flooding or the same requirements as established above for single family residences and duplexes must be met for those buildings.

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

Section 3: That this ordinance is necessary for 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

PASSED this 28<sup>th</sup> day of August, 2007

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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

## **MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: August 21, 2007

REFERENCE: Building Finished Floor Elevation Ordinance Revision

I have reviewed the revisions proposed by Rauch Coleman for Ordinance O-03-136 concerning finished floor elevation in relation to finished ground surface.

The proposed ordinance revision would allow an alternative to the 16" (2 blocks high) minimum floor above finished ground. The alternative would allow the builder to have an engineer develop a grading plan that would assure that the finished ground surface sloped away from the building to ground elevation no less than 12" below finished floor elevation at all points around the building. The finished floor would be a minimum of 8" above the finished ground surface adjacent to the building. An As-Built survey would be required to confirm that the building and grading around the building was as shown on the approved plan.

It is my opinion that this proposed revision would provide adequate assurance that surface water would be routed away from the building without causing damage to the building.

This ordinance would not change the fact that the floor elevation must be built 2 feet above any 100 year flood elevation that may have been established for the site.



July 31, 2007

Mayor Tab Townsell  
City of Conway  
1201 Oak Street  
Conway, AR 72032

Dear Mayor Townsell,

Per earlier discussions concerning Ordinance 0-03-136, "An Ordinance Requiring Buildings In Conway To Be Built With Their Lowest Finish Floor No less Than Sixteen Inches Above Grade", we have prepared a revised version that we wish to present to the City Council. We are aware of the City's concern that the 16" remain as a minimum separation from the finish floor of the building and the surrounding grades. We have found that with proper drainage on the lot and throughout the development, a full 16" should not be necessary on each lot and may even be a detriment for smaller or sloped lots with homes targeted toward the elderly or physically challenged. The revised ordinance allows a practical option for builders willing to spend the extra effort on the lot before starting the foundation of the building. The result of placing the fill on the lot before the foundation is constructed is often better than placing the fill on the lot after the foundation is in place which is what the current ordinance promotes. This revised language allows residential builders the same flexibility that the current ordinance affords to builders of multi family, commercial, office or industrial construction when utilizing an engineer to ensure proper grading and drainage. The current Ordinance seems to have been prepared to protect homebuyers from builders that are not willing to pursue proper lot grading and it penalizes the builders that routinely grade the lot properly before construction of the home.

We trust you will understand the purpose behind this request and allow this request to proceed to the council for review.

Respectfully

A handwritten signature in black ink that reads "Kim J. Hesse". The signature is written in a cursive style with a large, stylized "K" and "H".

Kim J. Hesse, Director  
Rausch Coleman Land Development



② City of Conway (am)

29556

ORDINANCE NO. 0-03-136

AN ORDINANCE REQUIRING BUILDINGS IN CONWAY TO BE BUILT WITH THEIR LOWEST FINISH FLOOR NO LESS THAN SIXTEEN INCHES ABOVE GRADE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

WHEREAS; many areas within the City of Conway are subject to repetitive flooding, and;

WHEREAS; much of the flooding of buildings could be avoided if the finish floors of the buildings were built no less than 16 inches above the abutting exterior grade;

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

Section 1: That for all single family residences and duplexes in Conway for which the foundation has not yet been constructed and approved upon passage of this ordinance, the elevation of the finish floor of the lowest inhabitable floor (excluding basements as defined in the Zoning Ordinance of the City of Conway) must be no less than sixteen (16) inches above the abutting exterior rough grade of the ground. For all other buildings, adequate information must be provided to the City Engineer to establish that the other buildings are equally protected against flooding or the same requirements as established above for single family residences and duplexes must be met for those buildings.

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

Section 3: That 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.

PASSED this 23<sup>RD</sup> day of September, 2003.

APPROVED:

*Tab Townsell*

Mayor Tab Townsell

ATTEST:

*Michael O. Garrett*

City Clerk Michael O. Garrett

Doc#2003- 29279

Date 11/18/2883

02:50:27 PM

Filed & Recorded in

Official Records of

Faulkner County

SHARON RIMMER

FAULKNER COUNTY CIRCUIT CLERK

Fees \$11.88

by

230040

*[Signature]*

D.C.



ORDINANCE NO. O-07-\_\_\_\_

**AN ORDINANCE APPROPRIATING FUNDS FOR THE DOWNTOWN CONWAY SIDEWALK RENOVATION - PHASE III (OAK STREET - FRONT STREET TO CHESTNUT STREET); AND FOR OTHER PURPOSES:**

**WHEREAS**, the low bid was accepted from Paladino Nash for the Downtown Conway Sidewalk Renovation (Oak Street - Front St to Chestnut St) Phase III in the amount of \$269,422; and

**WHEREAS**, funding for the project will include a federal grant in the amount of \$198,000 from the U. S. Department of Housing and Urban Development with the remaining balance of \$71,423 taken from Street Department Fund Balance reserves.

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

**SECTION 1.** The City of Conway shall appropriate \$71,423 from the Street Balance Fund Appropriation Account (02.990), to Downtown Sidewalks III (02.293.767).

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

**PASSED** this 28<sup>th</sup> day of August, 2007.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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

ORDINANCE NO. O-07-\_\_\_\_\_

**AN ORDINANCE APPROPRIATING REVENUE FUNDS TO THE CONWAY SANITATION DEPARTMENT, AND FOR OTHER PURPOSES:**

**WHEREAS**, the Conway Sanitation Department requests a revenue appropriation of \$ 1,777.71 to repair a garbage truck involved in an accident; and

**WHEREAS**, funds in the amount of \$1,777.71 were received by The Vision Insurance Group, LLC to be used for said purpose;

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

**SECTION 1.** The City of Conway shall appropriate \$1,777.71 from the Sanitation Enterprise Fund Insurance Proceeds account (50.512) to the Equipment Repairs Operating Account (50.118.235).

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

**PASSED** this 28<sup>th</sup> day of August, 2007.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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

APPLICATION FOR PRIVATE PIER OR BOAT HOUSE

(Please type or print)

FIRST NAME & INITIAL John R. LAST NAME Brownlee

INITIAL & MIDDLE NAME \_\_\_\_\_

MAILING ADDRESS 60 Lakeview Drive

CITY Conway STATE AR ZIP CODE 72032

LAKE STREET ADDRESS Same as above

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

HOME PHONE 501 327-7060 BUSINESS PHONE 501 296-1920

I am applying for a permit to cover the following:

(Please check) DOCK/PIER  SINGLE BOAT HOUSE \_\_\_\_\_ JT. BOAT HOUSE \_\_\_\_\_

The structure is to be constructed on Beaverfork Lake, Sub-Division Lakeview Acres  
Lot(s) 1, Block(s) 5, with materials composed of:  
WOOD , METAL \_\_\_\_\_, FIBERGLASS \_\_\_\_\_, OTHER \_\_\_\_\_

The Lake Beaverfork Caretaker may contact me to arrange to inspect my property and plans:

(phone) 501 327-7060 (address) 60 Lakeview Drive

Attached is a rough sketch of the structure I propose to build, indicating dimensions and distance from shoreline of lake. Enclosed is my remittance of \$ \_\_\_\_\_ to cover the permit.

I agree to comply with all items listed in the POLICIES ON LAND USE AROUND BEAVERFORK LAKE. I agree to remove the structure, if abandoned. I understand that I must renew my permit annually. Failure to comply with commission codes and regulations will result in cancellation of this permit and the removal of the structure.

DATE 8/23/2006  
Month Day Year

John R. Brownlee  
Applicant(s) Signature  
\_\_\_\_\_  
Applicant(s) Signature

City Engineer Approval \_\_\_\_\_  
Lake Beaverfork Caretaker Approval \_\_\_\_\_  
Building Inspector Approval \_\_\_\_\_

Donna Holt Date 8-9-07  
[Signature] Date 09/02/06  
[Signature] Date 7-7-06

*based on structural certification by Rick Sowell - Sowell & Russell Architects*

**BOTH PROPERTY OWNERS MUST SIGN ON A JOINT BOAT HOUSE**

Complete Application form and return to: City of Conway  
Parks & Recreation Department  
Conway, AR 72032

APPLICATION FOR PRIVATE PIER OR BOAT HOUSE

(Please type or print)

FIRST NAME & INITIAL Jeffrey J. LAST NAME Hardy

INITIAL & MIDDLE NAME J Joseph

MAILING ADDRESS 44 Southshore Lane

CITY Conway STATE AR ZIP CODE 72032

LAKE STREET ADDRESS Same as above

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

HOME PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_

I am applying for a permit to cover the following:

(Please check) DOCK/PIER  SINGLE BOAT HOUSE  JT. BOAT HOUSE

The structure is to be constructed on Beaverfork Lake, Sub-Division \_\_\_\_\_, Lot(s) \_\_\_\_\_, Block(s) \_\_\_\_\_, with materials composed of: WOOD , METAL , FIBERGLASS , OTHER

The Lake Beaverfork Caretaker may contact me to arrange to inspect my property and plans:

(phone) 501551-1671 (address) Same as above

Attached is a rough sketch of the structure I propose to build, indicating dimensions and distance from shoreline of lake. Enclosed is my remittance of \$ \_\_\_\_\_ to cover the permit.

I agree to comply with all items listed in the POLICIES ON LAND USE AROUND BEAVERFORK LAKE. I agree to remove the structure, if abandoned. I understand that I must renew my permit annually. Failure to comply with commission codes and regulations will result in cancellation of this permit and the removal of the structure.

Jeffrey J. Hardy  
Applicant(s) Signature

DATE \_\_\_\_\_  
Month Day Year

\_\_\_\_\_  
Applicant(s) Signature

City Engineer Approval \_\_\_\_\_ Date \_\_\_\_\_

Lake Beaverfork Caretaker Approval \_\_\_\_\_ Date 1-21-07

Building Inspector Approval Ben D. Debra Date 8-20-07

**BOTH PROPERTY OWNERS MUST SIGN ON A JOINT BOAT HOUSE**

Complete Application form and return to: City of Conway  
Parks & Recreation Department  
Conway, AR 72032

## REAL ESTATE LEASE AGREEMENT

This agreement made and entered into by and between the Conway School District, hereinafter referred to as "Lessor" and the City of Conway, hereinafter referred to as "Lessee" and,

WHEREAS, the Lessor is the owner of the following described property, located in Conway District #1, Faulkner County, Arkansas, to wit:

Part of the NW 1/4 SW 1/4 and NE 1/4 SW 1/4 Section 5, Township 5 North, Range 13 West, Faulkner County, Arkansas being more particularly described as follows: Commencing at the Northeast corner of said NW 1/4 SW 1/4 and running thence North 89 degrees 43 minutes 40 seconds West, along the North line of said NW 1/4 SW 1/4, 88.92 feet to the Westerly right of way of Bob Courtway Drive said point being the point of beginning; thence run along said right of way the following: run along an arc to the Left having a chord bearing and distance of South 4 degrees 25 minutes 7 seconds East, 117.05 feet and radius of 380.00 feet; thence along an arc to the Left having a chord bearing and distance of South 29 degrees 13 minutes 18 seconds East 97.23 feet, and radius of 382.50 feet; thence South 34 degrees 20 minutes 13 seconds East 30.26 feet; thence along an Arc to the right having a chord bearing and distance of South 22 degrees 05 minutes 54 seconds East, 162.21 feet and radius of 627.08 feet; thence South 14 degrees 5 minutes 5 seconds East, 255.16 feet; thence along an arc to the right having a chord bearing and distance of South 12 degrees 56 minutes 50 seconds East, 70.67 feet and Radius of 525.13 feet thence leaving said right of way run North 89 degrees 43 minutes 40 seconds West, 412.27 feet to the West line of the East 300.00 feet of said NW 1/4 SW 1/4; thence run North 00 degrees 56 minutes 09 seconds West, along said West line, 692.33 feet to the North line of said NW 1/4 SW 1/4; thence run South 89 degrees 43 minutes 40 seconds East, 211.08 feet to the point of beginning. Said tract contains 5.00 Acres more or less.

NOW THEREFORE, for and in consideration of the promises hereinafter set forth, the parties agree as follows:

1. Lessor does hereby lease to the Lessee the above described property and the Lessee does hereby accept the above described property under the terms and conditions set forth herein.
2. Lessee does hereby accept the property as is, where is.
3. Lessee does hereby further agree to pay to the Lessor the sum of One Dollar



(\$1.00) per year, payable on the date of the execution of this lease and to continue on the anniversary date each year thereafter.

4. That the terms of this lease are for ninety nine (99) years, with the option granted to the Lessee to renew subject to any changes, conditions or terms that may be required by the Lessor.

5. Lessee agrees to use the property for community purposes to be used in such a manner that it will be beneficial to and available for use to the citizens of Conway as a park or for other similar public purposes.

6. Lessee agrees that Lessor is not making any warranties as to the condition of the property other than as to title.

7. The parties agree that this property is subject to approval of city counsel and the Conway school board.

8. That all prior agreements between these parties concerning the above described property are cancelled and held for naught.

WITNESS OUR HANDS on this 16 day of August, 2007.

CONWAY SCHOOL DISTRICT

BY: 

CITY OF CONWAY

BY: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me a Notary Public on this \_\_\_\_ day of \_\_\_\_\_, 2007.



**PROPOSAL FOR  
CITY OF CONWAY  
POMPE PARK MASTER PLAN  
CONWAY, ARKANSAS  
JULY 31, 2007**

**CLIENT:** CITY OF CONWAY  
Attn: Tab Townsell, Mayor  
1201 Oak Street  
Conway, AR 72034  
(501) 450-6110 ph

**DESIGNERS:** ROBERTS & WILLIAMS ASSOCIATES, INC.  
Attn: Mr. Barry R. Williams, ASLA  
1501 N. University, Suite 430  
Little Rock, AR 72207

Pursuant to your request, Roberts & Williams Associates is pleased to provide this proposal for the master planning process for the project referenced above.

**ASSUMPTIONS:** The drawings generated for the master plan phase of the project will not be sufficient for construction documents and this contract does not make any provisions for preparing these construction documents. Construction documents can be provided as an additional service under a separate contract if desired.

**SCOPE OF SERVICES:** Roberts & Williams Associates, Inc. and its sub-consultants agree to provide the following services for this project as shown in Attachment A – Scope of Services.

**FEE SCHEDULE:** Roberts & Williams Associates, Inc. and its sub-consultants agree to provide the scope of services for the fees outlined in Attachment B – Fee Schedule.

**REIMBURSABLE EXPENSES**

All expenses including but not limited to printing, plotting, blueprinting, and mileage (calculated @ \$0.44/mile) incurred in the performance of this Agreement by consultants are reimbursable by the client and shall be billed monthly.

**DRAWING AND MEDIA FORMAT**

1. Final drawings shall be 24"x 36" in size full color renderings.
2. CADD drawings shall be .dwg format with color work being produced in Photoshop and transmitted by e-mail or burned to CD if necessary.

**TERMS AND CONDITIONS OF PAYMENT**

Payment for reimbursable expenses incurred and compensation for our services will be billed on a monthly basis directly proportional to the amount of time spent on work completed at the time of billing. Invoices are due within thirty days of receipt. Any amount that is thirty days past due is subject to a service charge of 1.5% per month until receipt of payment. In the event of project suspension, client agrees to notify Roberts & Williams Associates in writing and pay for all work completed to date. Failure to pay any invoice will be a material breach of this Agreement. In the event that either party suspends or terminates this Agreement, client agrees to notify consultant in writing and pay for all work completed and expenses incurred to the date of suspension or termination. This section shall survive suspension, termination of this Agreement and/or completion of the services.

**CHANGES IN THE SCOPE OF SERVICES**

It is understood and agreed by the parties that there may be changes in services and time of performance made from time to time. It is mutually agreed upon by consultant and client that any changes in the scope of service or time of performance shall be confirmed in writing. The parties further understand and agree that changes in the scope of services or extension of schedule may effect previously agreed upon total compensation.

1 of 3  
**ROBERTS & WILLIAMS ASSOCIATES**

1501 N. UNIVERSITY, STE 430 LITTLE ROCK, ARKANSAS 72207 501/280-0123 FAX 501/280-0114

#### **BUYER FURNISHED ITEMS AND PERSONNEL**

Client agrees to timely furnish, at client's own expense, all information, items, and personnel required to be furnished by client at the times set forth in this Agreement as a part of Attachment A – Scope of Services.

#### **PROPRIETARY RIGHTS**

All work product which is originated and prepared specifically for client by consultants under this Agreement shall belong exclusively to client. Consultants will take all reasonable actions at client's request and expense (including payment to consultants for consultant's time at consultant's standard hourly rates then in effect) to assist client in perfecting and protecting client's title to such work product. All of consultant's work product which was first prepared prior to this Agreement, which is prepared while consultant's engagement is ongoing for others, or which is prepared subsequent to the termination of our engagement under this Agreement, shall remain consultant's exclusive property. Consultants also reserve the right to perform similar services for ourselves or others.

#### **SCHEDULE**

Consultants will use reasonable efforts to complete all work to be performed by consultants in accordance with any time schedule in this Agreement. However, any schedule is approximate only. Consultants will not be liable for delays or failures due to causes beyond our reasonable control, including without limitation, acts of God, acts of Client, acts of government, fires, strikes, floods, epidemics, earthquakes, quarantine restrictions, war, riots, equipment failure, or any similar or dissimilar cause. In the event of a delay for causes beyond our reasonable control, any schedule shall be extended by an amount of time equal to the delay.

#### **WARRANTY AND DISCLAIMER**

Consultants warrant that all consulting will be performed by personnel as described in the Schedule for Professional Rates. Due to the variables in performing consulting work, consultants make no warranty concerning the successful completion of any project described in the work statement. The warranties set forth in this Agreement are exclusive and in lieu of all other warranties express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose.

#### **SUSPENSION AND TERMINATION OF AGREEMENT**

Either party may suspend this Agreement effective any time by giving the other party notice specifying what would otherwise be a breach or deficiency in the performance of this Agreement and allow the other party 30 (Thirty) days to effect a cure of the deficiency. Notwithstanding the foregoing, either party may terminate or suspend this Agreement for convenience and without cause effective any time by giving the other party at least 60 (Sixty) days prior notice of such termination and by paying said party all reimbursable expenses and compensation for services due and owing up to that date as set forth herein.

#### **INDEPENDENT CONTRACTOR**

All the services shall be performed by consultants as independent contractors. Consultants are not employees, partners, joint venture's, or agents. Consultants shall not make any representations or commitments on client's behalf without prior written consent.

#### **NOTICES**

All notices shall be sent by certified mail or by personal delivery, to the following address:

If to client:       TAB TOWNSELL, MAYOR  
                          CITY OF CONWAY  
                          1201 OAK STREET  
                          CONWAY, AR 72034

If to consultant:  ROBERTS & WILLIAMS ASSOCIATES, INC.  
                          MR. BARRY R. WILLIAMS  
                          1501 N. UNIVERSITY, SUITE 430  
                          LITTLE ROCK, AR 72207

Notification addresses may be changed at any time by notice. Notice shall be effective 5 (five) days after deposit in the U.S. Mail, postage prepaid and property addressed, or upon delivery in the case of personal delivery.

**LIABILITY**

The amount of consultant's liability to client, whether based on consultant's breach of contract, breach of warranty, indemnity, negligence, strict liability in tort, or otherwise, shall not exceed the total estimated cost set forth in this Agreement. In no event shall consultant's be liable to client's for any special, indirect, or consequential damages including without limitation, lost revenues, or profits arising out of, resulting from, or in any way connected with this Agreement or the services even if consultants are advised of the possibility of such damages.

Roberts & Williams Associates shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to any hazardous materials. The identification of underground cables, conduits, wires, etc. is the responsibility of the client and contractor. Roberts & Williams Associates shall have no responsibility for underground damage.

**LEGAL FEES**

In the event of a breach of any of the conditions of this agreement by either party, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in litigation or arbitration.

**GENERAL**

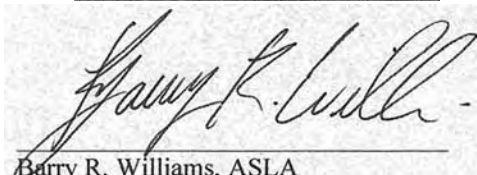
The terms and conditions of the paragraph entitled "Terms and Conditions of Payment" as set forth above shall survive termination of this Agreement and completion of the Services. This Agreement and any rights under it may not be assigned by client, nor may client delegate any duties, or subcontract any work without consultant's prior written consent. Any unauthorized attempt to assign, delegate, or subcontract shall be void. This Agreement encompasses the parties entire understanding regarding the services. No modification, amendment or waiver shall be effective unless in writing and signed by both parties. This Agreement shall be governed by the laws of the State of Arkansas.

**ACCEPTANCE OF THIS AGREEMENT**

The above stated scope of work, fee, terms and conditions including those listed on this page and the previous documents are satisfactory and hereby accepted.

Date: 08/15/07

Date: \_\_\_\_\_



Barry R. Williams, ASLA  
Roberts & Williams Associates, Inc.

\_\_\_\_\_  
Tab Townsell, Mayor  
City of Conway

# Memo

To: Mayor Townsell  
From: Chief Castleberry  
CC: Conway City Council  
Finance Office  
Date: 8/23/2007  
Re: Allocation of Funds

---

The Conway Fire Department would like to request \$71,103.88 to purchase two pick-up trucks. This amount will cover the cost of the vehicles plus their Fire Department lettering, Fire Department radios, and warning devices.

We would like to request the Conway City Council to allocate these funds from the "pay as you go" portion of the 2006 Sales & Tax Use Bonds (31.501.999) to the Conway Fire Department Vehicle Line Item Account (31.501.931 & 31.501.234)

## **FUNDING STATEMENT**

### **To Appropriate Revenue FROM:**

31.501.999 -- 2006 Sales & Tax Use Bonds in the amount of \$71,103.88

### **To Appropriate Expenditure TO:**

Conway Fire Department Vehicle Line Item Account 31.501.931 in the amount of \$70,129.62, and Conway Fire Department Vehicle Maintenance Line Item Account 31.501.234 in the amount of \$ 974.26.



ORDINANCE NO. O-07-\_\_

**AN ORDINANCE WAIVING BIDS FOR PURCHASE OF TWO 2008 FORD F-250 TRUCKS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES;**

**WHEREAS**, the City of Conway Fire Department has a need for two new pick-up trucks and has located a local vendor for the vehicles which will offer more accessible service and allow the City to shop Conway;

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

**Section 1.** The City of Conway shall waive the requirements for obtaining bids for the purchase of two 2008 Ford F-250 pick-up trucks and shall utilize Smith Ford as a local source vendor.

**Section 2.** This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared for 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 28<sup>th</sup> day of August, 2007.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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

## ORDINANCE NO. O-07-\_\_\_\_

**AN ORDINANCE CLARIFYING PROCEDURES AND PERMIT REQUIREMENTS AND PROVIDING FOR THIRD PARTY REVIEW OF FIRE CODE REQUIREMENTS FOR BUILDING CONSTRUCTION OR ALTERATION; REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Conway finds it beneficial to clarify procedures and permit requirements and providing for third party review of fire code requirements for building construction or alteration;

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

**Section 1.** In accordance with Sections 104, 105, and 106 of the 2002 Arkansas Fire Prevention Code) AFPC Volumes I and II, the following information outlines construction document submittal requirements for the City of Conway.

**Section 2.** When local permits are obtained for the construction or substantial remodeling of any;

- a) Asylums, hospitals, nursing or convalescent homes, regardless of capacity.
- b) Schools and educational institutional having a capacity in excess of fifty (50) pupils, and residence buildings, including dormitories, having sleeping accommodations for fifty (50) or more persons.
- c) Auditoriums, theaters, indoor stadiums, gymnasiums.
- d) Department stores or factories having a capacity in excess of two hundred (200) persons or for any other building containing hazardous occupancies if located within the City.

**Section 3.** As part of the permit process, the City of Conway will require specific submittals as outlined in this document. Submittals including zoning, planning, and detailed building plans shall be submitted directly to the City of Conway with appropriate fees for review prior to obtaining a permit.

**Section 4.** As established by the Building Official or the Fire Marshal, a code review of submittal documents necessary to ensure compliance with the Arkansas Fire Prevention Code and local regulations shall be performed by a third-party review agency approved in advance by the City of Conway. Such submittals will include, but are not limited to, hazardous materials inventory statements, hazardous materials storage/dispensing/use documents, fire protection shop drawings, life safety plans, design analysis for large or hazardous projects, and other projects requiring technical expertise or resources of an outside agency. In accordance with the Arkansas Fire Prevention Code, the City may require third-party inspections to be performed to ensure compliance with submitted documents. To be approved as a third-party review or inspection agency, services shall be performed by individuals having a minimum of twenty (20) hours documented annual training related to applicable codes and/or standards, and shall be either certified in the respective plan review or inspection field by a nationally recognized evaluation agency approved by the jurisdiction or shall be directly employed with and have the direct oversight of a registered architect/engineer, or a Certified Building Official (CBO) of the International Code Congress, Plan reviewers and inspectors shall each be members in good

standing of at least one nationally recognized code development organization. Upon formal review by the City of Conway other criteria considered as demonstrating an equal level of qualifications may be approved. The owner/designer/installer is responsible for all associated fees charged by the third-party agency.

**Section 5.** The third-party review agency shall establish how many copies of submittal documents are required to be submitted and the format in which the documents shall be submitted. The third-party review agency shall maintain either an electronic or hard copy of reviewed documents. Reviewed “Accepted” or “Accepted as Noted” documents shall be maintained for a period of not less than ninety (90) days following the projected construction completion date of the project as provided by the applicant at time of submittal. Documents that are reviewed and “Not Accepted” shall be maintained for a minimum of sixty (60) days following the review. The review agency shall forward one (1) set of reviewed documents and comments to the respective jurisdiction within two (2) business days of completing each respective review. At least one electronic or hard copy of reviewed documents shall be returned to the submitter as agreed to by the submitter and reviewer. Electronic file(s) of accepted documents, in a file format acceptable to the City, shall be received by the City within fifteen (15) business days following the accepted review. Submittal of the electronic files shall be the responsibility of the reviewing agency and shall be in a format approved by the City. Where required, inspection reports shall be submitted to the City or designated agent for review and entering before a certificate of occupancy or use can be issued.

**Section 6.** The City of Conway reserves the authority for final acceptance or rejection of construction documents. The jurisdiction reserves the authority to provide additional comments and or requirements, or to modify specific comments of the review agency. If the City of Conway identifies any additional comments, requirements, or modifications the City of Conway will attempt to notify the submitter within ten (10) business days of submittal documents being returned from the review agency. The ten (10) day period starts from the day the submittals are received from the review agency. In all cases the design documents and final construction shall comply with all applicable codes and/or formally documented and approved alternative methods and/or materials in accordance with the Arkansas Fire Prevention Code.

**Section 7.** Any challenges to a third-party review comment by a submitter, designer, or owner’s representative shall be directed back to the third-party review agency. Only when an obvious conflict exists between the review comment and a code requirement or local regulation and when the issue can not be resolved with the reviewing agency shall the submitter approach the jurisdiction for intervention.

**Section 8.** Documents shall be stamped as “Reviewed for Compliance” and shall indicate as to “Accepted”, “Accepted as Noted”, or “Not Accepted.” Documents stamped as “Accepted” have been found to be in compliance with minimum requirements and are thereby recommended for issuance of a permit. Documents stamped as “Accepted as Noted” are recommended for issuance of a permit as long as the code related comments noted on the documents or attached to the documents are followed by the submitter and/or installation personnel. By beginning installation with plans stamped “Accepted as Noted” the submitter/owner/installers are agreeing to comply with the criteria indicated. Documents stamped as “Not Accepted” have been found deficient and require a new submittal based on comments. Review by neither the third-party agency or the City of Conway implies that the documents are in 100% compliance with the code requirements. Code compliance is the responsibility of the respective designers/installers/owner.

**Section 9.** The third-party agencies duty is limited to reviewing documents or inspecting work for code compliance as outlined by the Arkansas Fire Prevention Codes or written local regulations on behalf and under the direction of the City of Conway. The City of Conway retains final authority over review of the documents and inspection of work. Correction comments shall include references to applicable codes, standards, or ordinances. The third-party agency acting under the authority of the City of Conway and acting in good intent of providing code related review services shall not be liable for code deficiencies in accordance with the Arkansas Fire Prevention Code and this ordinance. Review/Inspection agencies and/or submitters are responsible for submitting requested documentation to the City of Conway for evaluation of third-party review agencies not previously approved. Although the City of Conway will review and evaluate what it considers to be qualified, the City of Conway shall not be held liable for any services, deficiencies, omissions, or contractual obligations between a third-party and a submitter. Those submitting documents for review in order of obtaining a permit from the City of Conway or obtaining third-party inspections are individually responsible for evaluating agencies that will provide the level of services expected.

**Section 10.** No person shall begin to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by said code, or to cause any such work to be done until such time as a permit for such action has been issued by the City of Conway or its designated agent. Such permit shall be visibly posted at the respective property. Where required, inspections shall be scheduled, conducted, documented, and submitted as outlined on the respective permit.

**Section 11.** That any person in violation of this ordinance shall be guilty of an unclassified misdemeanor, and upon conviction, shall be punished by a fine of not less than \_\_\_\_\_ Dollars and no more than \_\_\_\_\_, and if such violation be continued, each day's violation shall be a separate offense.

**Section 12.** That any ordinance in conflict herewith is hereby repealed to the extent of that conflict.

**Section 13.** 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 28<sup>th</sup> day of August, 2007

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



**ORDINANCE NO. O-07-\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE O-07-85 THAT ESTABLISHED AND CLARIFIED REQUIREMENTS FOR MOBILE ICE CREAM VENDORS AND OTHER VEHICLES VENDING PRODUCTS TO CHILDREN; REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Council wishes to amend Ordinance O-07-85; relating to the CDL license.

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

**Section 1.** Section 1 of Ordinance O-07-85 is amended to read as follows:

All drivers of ice cream trucks and other vehicles vending products to children shall submit a copy of their Arkansas driver license to the city and obtain a permit from the office of the city clerk before operating such vehicle. An Arkansas driver's license is required.

**Section 2.** All other parts and enumerated paragraphs will remain intact, unamended, and are in full force and effect.

**Section 3.** That all ordinances in conflict herewith are hereby repealed to the extent of that conflict.

**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 28<sup>th</sup> day of August, 2007

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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

ORDINANCE NO. O-07-\_\_\_

**AN ORDINANCE APPROPRIATING FUNDS FOR CITY OF CONWAY CITY COUNCIL TO ATTEND THE NATIONAL LEAGUE OF CITIES CONFERENCE: CONGRESS OF CITIES & EXPOSITION IN NEW ORLEANS, LA; DECLARING AN EMERGENCY; FOR OTHER PURPOSES;**

**WHEREAS**, the City Council would like to attend the National League of Cities Conference: Congress of Cities & Exposition on November 13-17, 2007 in New Orleans, LA;

**WHEREAS:** the funding for this has not previously been appropriated by Council action;

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

**SECTION 1.** The City of Conway shall appropriate an amount not to exceed \$9000 from the (01.990) General Fund Appropriation Account to the following accounts: \$7000 to 01.105.291 (Meals & Lodging); \$1150 to (Ground Transportation); and appropriate \$850 to 01.105.253 (Airfare)

**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 28<sup>th</sup> day of August, 2007.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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

**LEASE AGREEMENT**

First State Bank, hereinafter referred to as Lessor, and the City of Conway, Arkansas, hereinafter referred to as Lessee, enter into this lease agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2007. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the mutual covenants and conditions between the parties, the parties hereby agree as follows:

1. Leased Premises. Lessor shall let, lease, and demise unto Lessee parking spaces located on the lot of the real property described as follows:

Part of Lot 11, Block 11, Robinson's Plan of Conway, Arkansas, described as follows: Commencing on the east line of said Lot 11, at a point 20 feet southwardly of the northeast corner of said Lot 11, and run thence southwardly along the east line of said Lot 11, a distance of 120 feet to the southeast corner of said Lot 11; thence westwardly, along the south line of said Lot 11, a distance of 50 feet to the southwest corner of said Lot 11; thence northwardly, along the west line of said Lot 11, a distance of 120 feet; thence eastwardly 50 feet to point of beginning.

2. Term. This lease shall commence on the 1st day of September, 2007, and shall continue through the 31<sup>st</sup> day of October, 2007.

3. Rent. Rental for the term is in the amount \_\_\_\_\_ per month.

4. Use of the Premises. The portion of the premises leased shall be used for two-hour downtown parking spaces.

5. Taxes. Lessor represents and warrants to Lessee that there are no taxes assessed against the property.

6. Hold Harmless. Each party shall hold the other party, agents, employees, contractors, or assigns, harmless from any claims or liabilities caused or alleged to be

caused by it from the use or occupancy of the leased premises or by reason of any activities conducted thereon by such party.

7. Default. Should either party default in the performance of any obligation created by this agreement, and remain in default for a period of time in excess of ten (10) days after notice from the other of such default, the non-defaulting party may declare this lease terminated.

8. Notices. Any notice required herein shall be by certified mail addressed to the party, addressed as follows, or as later designated:

To Lessor: \_\_\_\_\_  
[ INSERT NAME ]  
Conway, Arkansas 72032

To Lessee: City of Conway, Arkansas  
By: Mayor Tab Townsell  
1201 Oak Street  
Conway, Arkansas 72032

or to such other addresses as may hereafter be provided by the parties in writing.

9. Miscellaneous. Lessor covenants that it is lawfully in possession of said premises; that it has the right and authority to execute this lease; and that Lessee shall have the quiet and peaceful possession and enjoyment of the leased premises during the term of this lease. This agreement constitutes the entire contract between the parties, and may not be changed orally. This agreement may not be assigned without the express written consent of the parties. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors in interest of every kind and nature.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2007.

FIRST STATE BANK  
LESSOR

By: \_\_\_\_\_  
[ INSERT NAME]

ATTEST:

\_\_\_\_\_

CITY OF CONWAY, ARKANSAS  
LESSEE

By: \_\_\_\_\_  
MAYOR TAB TOWNSELL

ATTEST:

\_\_\_\_\_  
MICHAEL O. GARRETT, CITY CLERK