1. Report of Standing Committees:

   A. Public Hearings:

   1. Public Hearing: Discussion to abandon the entirety of the north south alley in Block 6 & Block 8 in the Burns Addition.
      
      a. Ordinance vacating portions of the north-south alleyway in Block 6 and all of the north-south alleyway in Block 8 in the Burns Addition.

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

   1. Resolution setting a public hearing to discuss the closing of a portion of the utility easement of Lot 18, Lachowsky Subdivision.
   2. Ordinance approving the private club permit for Red Robin – Conway Club, Inc.
   3. Consideration to approve a professional service agreement with Halff Associates for design services for the Stone Dam Creek Trail.
   4. Ordinance to rezone property located in the 1200 Block of Covington Way from I-3 to MF-3.
   5. Consideration to approve a request by Salter Acquisitions to amend existing permit No. 1288 to allow multi-family in O-1 zoning district.
   6. Consideration to modify the final development plan for a portion of the Club Villas PUD, located at 1135, 1145, & 1155 County Club Road.

   C. New Business

   1. Consideration to approve the City Council meeting dates for the month of December.

Adjournment
City of Conway  
Monthly Financial Report - General Fund  
For the month ended October 31, 2017

### Revenues

<table>
<thead>
<tr>
<th>Activity</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>(Over)/Under Budget</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ad Valorem Tax</td>
<td>3,084,289</td>
<td>815,711</td>
<td>79%</td>
<td></td>
</tr>
<tr>
<td>Payments in Lieu of Tax</td>
<td>20,166</td>
<td>(363)</td>
<td>102%</td>
<td></td>
</tr>
<tr>
<td>State Tax Turnback</td>
<td>806,128</td>
<td>123,872</td>
<td>87%</td>
<td></td>
</tr>
<tr>
<td>Insurance Tax Turnback - LOPFI</td>
<td>1,144,001</td>
<td>155,999</td>
<td>88%</td>
<td></td>
</tr>
<tr>
<td>Sales Tax</td>
<td>15,847,646</td>
<td>2,352,354</td>
<td>87%</td>
<td></td>
</tr>
<tr>
<td>Beverage Tax</td>
<td>275,487</td>
<td>124,513</td>
<td>86%</td>
<td></td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>2,787,986</td>
<td>781,014</td>
<td>102%</td>
<td></td>
</tr>
<tr>
<td>Permits</td>
<td>396,951</td>
<td>4,049</td>
<td>99%</td>
<td></td>
</tr>
<tr>
<td>AECEA Revenues</td>
<td>11,069</td>
<td>(6,069)</td>
<td>221%</td>
<td></td>
</tr>
<tr>
<td>Dog Tags &amp; Fees</td>
<td>27,050</td>
<td>2,950</td>
<td>90%</td>
<td></td>
</tr>
<tr>
<td>Municipal Court Fines and Fees</td>
<td>808,682</td>
<td>344,718</td>
<td>70%</td>
<td></td>
</tr>
<tr>
<td>Law Enforcement</td>
<td>691,170</td>
<td>105,214</td>
<td>87%</td>
<td></td>
</tr>
<tr>
<td>Parks</td>
<td>580,230</td>
<td>(18,430)</td>
<td>103%</td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>45,697</td>
<td>(23,697)</td>
<td>208%</td>
<td></td>
</tr>
<tr>
<td>Proceeds from Sale of Assets</td>
<td>4,235</td>
<td>(4,235)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Insurance Proceeds</td>
<td>52,448</td>
<td>(17,775)</td>
<td>151%</td>
<td></td>
</tr>
<tr>
<td>Donations</td>
<td>12,037</td>
<td>(1)</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Act 833 Revenue</td>
<td>-</td>
<td>90,000</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Revenues</td>
<td>121,069</td>
<td>19,895</td>
<td>86%</td>
<td></td>
</tr>
<tr>
<td>Transfers from Other Funds</td>
<td>317,250</td>
<td>105,750</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>27,033,787</td>
<td>-</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>

### Expenditures

<table>
<thead>
<tr>
<th>Activity</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>(Over)/Under Budget</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin (Mayor, HR)</td>
<td>486,901</td>
<td>320</td>
<td>73%</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>384,364</td>
<td>-</td>
<td>61,204</td>
<td></td>
</tr>
<tr>
<td>City Clerk/Treasurer</td>
<td>105,894</td>
<td>-</td>
<td>83,095</td>
<td></td>
</tr>
<tr>
<td>City Council</td>
<td>66,480</td>
<td>-</td>
<td>34,287</td>
<td></td>
</tr>
<tr>
<td>Planning</td>
<td>289,319</td>
<td>373</td>
<td>135,215</td>
<td></td>
</tr>
<tr>
<td>Physical Plant</td>
<td>373,896</td>
<td>947</td>
<td>151,602</td>
<td></td>
</tr>
<tr>
<td>Fleet Maintenance</td>
<td>138,172</td>
<td>221</td>
<td>166,114</td>
<td></td>
</tr>
<tr>
<td>Information Technology</td>
<td>797,914</td>
<td>17,529</td>
<td>400,712</td>
<td></td>
</tr>
<tr>
<td>Permits and Inspections</td>
<td>549,009</td>
<td>1,950</td>
<td>166,114</td>
<td></td>
</tr>
<tr>
<td>Nondepartmental</td>
<td>713,152</td>
<td>13,859</td>
<td>36,373</td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td>9,308,236</td>
<td>30,453</td>
<td>2,145,511</td>
<td></td>
</tr>
<tr>
<td>CEOC</td>
<td>878,290</td>
<td>90</td>
<td>196,574</td>
<td></td>
</tr>
<tr>
<td>Animal Welfare</td>
<td>363,917</td>
<td>3,721</td>
<td>118,670</td>
<td></td>
</tr>
<tr>
<td>Municipal District Court</td>
<td>686,807</td>
<td>221</td>
<td>187,763</td>
<td></td>
</tr>
<tr>
<td>City Attorney</td>
<td>362,439</td>
<td>100</td>
<td>111,613</td>
<td></td>
</tr>
<tr>
<td>Fire</td>
<td>7,663,061</td>
<td>73,353</td>
<td>2,222,657</td>
<td></td>
</tr>
<tr>
<td>Parks</td>
<td>2,231,519</td>
<td>11,601</td>
<td>766,199</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>25,399,371</td>
<td>-</td>
<td>78%</td>
<td></td>
</tr>
</tbody>
</table>

**Net Revenue/(Expense)**  
(581,762)  
1,634,417  

*All figures are unaudited

Notes:
1) Budget column is current budget which includes all year-to-date adjustments, if any.
<table>
<thead>
<tr>
<th>Ordinance</th>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>O-17-14</td>
<td>1/24/17</td>
<td>Diversity training for police and fire</td>
<td>16,000</td>
</tr>
<tr>
<td>O-17-34</td>
<td>3/28/17</td>
<td>Fuel tank repair</td>
<td>2,600</td>
</tr>
<tr>
<td>O-17-40</td>
<td>4/11/17</td>
<td>Mosquito abatement program</td>
<td>150,000</td>
</tr>
<tr>
<td>O-17-41</td>
<td>4/11/17</td>
<td>Generator repairs at CEOC</td>
<td>6,664</td>
</tr>
<tr>
<td>O-17-42</td>
<td>4/11/17</td>
<td>Civil service testing</td>
<td>5,400</td>
</tr>
<tr>
<td>O-17-55</td>
<td>5/9/17</td>
<td>Repair roof at City Hall</td>
<td>125,000</td>
</tr>
<tr>
<td>O-17-62</td>
<td>5/23/17</td>
<td>Health benefit premium increase</td>
<td>140,241</td>
</tr>
<tr>
<td>O-17-72</td>
<td>6/27/17</td>
<td>Civil service testing</td>
<td>2,600</td>
</tr>
<tr>
<td>O-17-73</td>
<td>6/27/17</td>
<td>New HVAC unit at CEOC</td>
<td>15,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$463,505</td>
</tr>
</tbody>
</table>
City of Conway  
Balance Sheet - General Fund  
For the month ended October 31, 2017

<table>
<thead>
<tr>
<th>Asset Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash - Operating</td>
<td>5,331,048</td>
</tr>
<tr>
<td>Cash - Reserve</td>
<td>2,011,965</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>715</td>
</tr>
<tr>
<td>Taxes Receivable</td>
<td>3,362,084</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>4,211,027</td>
</tr>
<tr>
<td>Due from Other Funds</td>
<td>31,156</td>
</tr>
<tr>
<td>Due from Street</td>
<td>31,453</td>
</tr>
<tr>
<td>Due from Component Unit</td>
<td>294,539</td>
</tr>
<tr>
<td>Fleet Inventory</td>
<td>15,539</td>
</tr>
<tr>
<td>Fuel Inventory</td>
<td>25,192</td>
</tr>
<tr>
<td>General Inventory</td>
<td>585</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>15,315,305</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liability Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>(51,186)</td>
</tr>
<tr>
<td>Salaries Payable</td>
<td>236,327</td>
</tr>
<tr>
<td>Insurance and Benefits Payable</td>
<td>60,192</td>
</tr>
<tr>
<td>Held for Others - Performance Bonds</td>
<td>12,700</td>
</tr>
<tr>
<td>Event Deposits</td>
<td>1,170</td>
</tr>
<tr>
<td>Due to County - PILOT</td>
<td>183,263</td>
</tr>
<tr>
<td>Due to Other Funds</td>
<td>5,768</td>
</tr>
<tr>
<td>Deferred Revenue</td>
<td>4,045,383</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>4,493,617</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Balance - Committed to cash flow</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Fund Balance - Committed to reserve</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Fund Balance - Unassigned</td>
<td>6,821,688</td>
</tr>
<tr>
<td><strong>Total Liabilities &amp; Fund Balance</strong></td>
<td><strong>10,821,688</strong></td>
</tr>
</tbody>
</table>

*All figures are unaudited*
## Monthly Financial Report - Street Fund

For the month ended October 31, 2017

### Revenues

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget</th>
<th>Month</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>(Over)/Under Budget</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ad Valorem Tax</td>
<td>1,500,000</td>
<td>210,625</td>
<td>729,461</td>
<td>770,539</td>
<td>49%</td>
<td></td>
</tr>
<tr>
<td>Payments in Lieu of Tax</td>
<td>15,000</td>
<td>-</td>
<td>-</td>
<td>15,000</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>State Tax Turnback</td>
<td>2,683,474</td>
<td>332,842</td>
<td>2,093,409</td>
<td>590,065</td>
<td>78%</td>
<td></td>
</tr>
<tr>
<td>AHTD 1/2 Cent Sales Tax Turnback</td>
<td>1,100,000</td>
<td>-</td>
<td>839,588</td>
<td>260,412</td>
<td>76%</td>
<td></td>
</tr>
<tr>
<td>Severance Tax</td>
<td>75,000</td>
<td>14,841</td>
<td>138,470</td>
<td>(63,470)</td>
<td>185%</td>
<td></td>
</tr>
<tr>
<td>Sales Tax</td>
<td>250,000</td>
<td>23,029</td>
<td>222,053</td>
<td>27,947</td>
<td>89%</td>
<td></td>
</tr>
<tr>
<td>Sign Permits</td>
<td>500</td>
<td>-</td>
<td>150</td>
<td>350</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Engineering Fees</td>
<td>5,000</td>
<td>1,125</td>
<td>18,225</td>
<td>(13,225)</td>
<td>365%</td>
<td></td>
</tr>
<tr>
<td>Insurance Proceeds</td>
<td>-</td>
<td>-</td>
<td>3,055</td>
<td>(3,055)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>20,000</td>
<td>-</td>
<td>34,732</td>
<td>(14,732)</td>
<td>174%</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Revenues</td>
<td>1,505</td>
<td>1,964</td>
<td>13,117</td>
<td>(11,612)</td>
<td>872%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>5,650,479</td>
<td>584,425</td>
<td>4,092,260</td>
<td>-</td>
<td>1,558,219</td>
<td>72%</td>
</tr>
</tbody>
</table>

### Expenditures

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget</th>
<th>Month</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>Total Operating Costs</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>2,587,824</td>
<td>158,996</td>
<td>1,664,994</td>
<td>-</td>
<td>922,831</td>
<td>64%</td>
</tr>
<tr>
<td>Other Operating Costs</td>
<td>3,512,036</td>
<td>139,172</td>
<td>1,962,987</td>
<td>111,314</td>
<td>1,437,736</td>
<td>56%</td>
</tr>
<tr>
<td><strong>Total Operating Costs</strong></td>
<td>6,099,860</td>
<td>298,168</td>
<td>3,627,980</td>
<td>111,314</td>
<td>2,360,566</td>
<td>59%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,247,577</td>
<td>541,064</td>
<td>592,408</td>
<td>25,632</td>
<td>629,537</td>
<td>47%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>7,347,437</td>
<td>839,231</td>
<td>4,220,388</td>
<td>136,946</td>
<td>2,990,104</td>
<td>57%</td>
</tr>
</tbody>
</table>

**Net Revenue/(Expense)**

| Activity | Budget | | |
|----------|--------|---|
| (1,696,958) | | (128,128) |

*All figures are unaudited

Notes:
1) Budget column is current budget which includes all year-to-date adjustments, if any.
City of Conway  
Street Fund  
2017  
Fund Balance Appropriations

<table>
<thead>
<tr>
<th>Ordinance</th>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>O-17-34</td>
<td>3/28/17</td>
<td>Fuel tank repair</td>
<td>2,600</td>
</tr>
<tr>
<td>O-17-47</td>
<td>5/9/17</td>
<td>Increased transportation for Boys &amp; Girls Club</td>
<td>13,000</td>
</tr>
<tr>
<td>O-17-50</td>
<td>5/9/17</td>
<td>Finish Smith &amp; Spencer Reconstruction</td>
<td>139,000</td>
</tr>
<tr>
<td>O-17-62</td>
<td>5/23/17</td>
<td>Health benefit premium increase</td>
<td>11,583</td>
</tr>
<tr>
<td>O-17-97</td>
<td>9/12/17</td>
<td>Right of way acquisition for College/Salem roundabout</td>
<td>154,239</td>
</tr>
<tr>
<td>O-17-102</td>
<td>9/12/17</td>
<td>Finish 6th Street overpass</td>
<td>1,000,000</td>
</tr>
</tbody>
</table>

$ 1,320,422
City of Conway
Balance Sheet - Street Fund
For the month ended October 31, 2017

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash - Operating</td>
<td>4,284,110</td>
</tr>
<tr>
<td>Taxes Receivable</td>
<td>47,108</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>1,375,074</td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td><strong>5,706,293</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>(3,472)</td>
</tr>
<tr>
<td>Salaries Payable</td>
<td>18,500</td>
</tr>
<tr>
<td>Insurance and Benefits Payable</td>
<td>8,342</td>
</tr>
<tr>
<td>Due to Other Funds</td>
<td>10,841</td>
</tr>
<tr>
<td>Due to General</td>
<td>31,453</td>
</tr>
<tr>
<td>Deferred Revenue</td>
<td>1,375,073</td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td><strong>1,440,737</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund Balance</strong></td>
<td><strong>4,265,556</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Liabilities &amp; Fund Balance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Liabilities &amp; Fund Balance</strong></td>
<td><strong>5,706,293</strong></td>
</tr>
</tbody>
</table>

*All figures are unaudited
City of Conway  
Monthly Financial Report - Sanitation  
For the month ended October 31, 2017

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Budget</th>
<th>Month Activity</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>(Over)/Under Budget</th>
<th>% Expend/Collect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitation Fees</td>
<td>8,750,000</td>
<td>776,145</td>
<td>7,437,585</td>
<td>1,312,415</td>
<td>85%</td>
<td></td>
</tr>
<tr>
<td>Proceeds - Recycled Materials</td>
<td>540,000</td>
<td>84,302</td>
<td>712,301</td>
<td>(172,301)</td>
<td>132%</td>
<td></td>
</tr>
<tr>
<td>Landfill Fees - General</td>
<td>200,000</td>
<td>21,994</td>
<td>181,219</td>
<td>18,781</td>
<td>91%</td>
<td></td>
</tr>
<tr>
<td>Insurance Proceeds</td>
<td>5,733</td>
<td>-</td>
<td>6,479</td>
<td>(746)</td>
<td>113%</td>
<td></td>
</tr>
<tr>
<td>Loan Proceeds</td>
<td>-</td>
<td>-</td>
<td>1,850,743</td>
<td>(1,850,743)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>50,000</td>
<td>-</td>
<td>70,516</td>
<td>(20,516)</td>
<td>141%</td>
<td></td>
</tr>
<tr>
<td>Proceeds from Sale of Assets</td>
<td>-</td>
<td>-</td>
<td>94,255</td>
<td>(94,255)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Revenues</td>
<td>-</td>
<td>36</td>
<td>15,519</td>
<td>(15,519)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td>9,545,733</td>
<td>882,476</td>
<td>10,368,617</td>
<td>-</td>
<td>(822,884)</td>
<td>109%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>3,869,162</td>
<td>285,810</td>
<td>3,146,342</td>
<td>-</td>
<td>722,820</td>
<td>81%</td>
</tr>
<tr>
<td>Other Operating Costs</td>
<td>3,646,496</td>
<td>188,012</td>
<td>2,687,903</td>
<td>113,731</td>
<td>844,862</td>
<td>74%</td>
</tr>
<tr>
<td>Total Operating Costs</td>
<td>7,515,658</td>
<td>473,822</td>
<td>5,834,245</td>
<td>113,731</td>
<td>1,567,682</td>
<td>78%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>4,169,969</td>
<td>122,502</td>
<td>289,739</td>
<td>548,782</td>
<td>3,331,448</td>
<td>7%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>11,685,627</td>
<td>596,325</td>
<td>6,123,984</td>
<td>662,513</td>
<td>4,899,130</td>
<td>52%</td>
</tr>
</tbody>
</table>

Net Revenue/(Expense)  
(2,139,894) 4,244,633

*All figures are unaudited

Notes:
1) Budget column is current budget which includes all year-to-date adjustments, if any.
2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.
<table>
<thead>
<tr>
<th>Ordinance</th>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>O-17-62</td>
<td>5/23/17</td>
<td>Health benefit premium increase</td>
<td>$31,212</td>
</tr>
</tbody>
</table>
City of Conway  
Balance Sheet - Sanitation  
For the month ended October 31, 2017

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash - Operating</td>
<td>6,834,730</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>200</td>
</tr>
<tr>
<td>Post Closure Cash Account</td>
<td>5,656,723</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>(1,140)</td>
</tr>
<tr>
<td>Due from Other Funds</td>
<td>68</td>
</tr>
<tr>
<td>Due from Component Unit</td>
<td>750,000</td>
</tr>
<tr>
<td>General Inventory</td>
<td>2,122</td>
</tr>
<tr>
<td>Land &amp; Buildings</td>
<td>2,484,109</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>1,043,647</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>3,915,471</td>
</tr>
<tr>
<td>Vehicles</td>
<td>448,244</td>
</tr>
<tr>
<td>Deferred Outflows of Resources</td>
<td>1,454,446</td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td><strong>22,588,620</strong></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>1,684</td>
</tr>
<tr>
<td>Salaries Payable</td>
<td>41,143</td>
</tr>
<tr>
<td>Insurance and Benefits Payable</td>
<td>18,906</td>
</tr>
<tr>
<td>Compensated Absences</td>
<td>168,607</td>
</tr>
<tr>
<td>Net Pension Obligation</td>
<td>9,286,388</td>
</tr>
<tr>
<td>Deferred Inflows of Resources</td>
<td>637,180</td>
</tr>
<tr>
<td>Due to Other Funds</td>
<td>7,891</td>
</tr>
<tr>
<td>Landfill Close/Post Close</td>
<td>8,524,931</td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td><strong>18,686,730</strong></td>
</tr>
<tr>
<td><strong>Net Assets</strong></td>
<td><strong>3,901,890</strong></td>
</tr>
<tr>
<td><strong>Total Liabilities and Net Assets</strong></td>
<td><strong>22,588,620</strong></td>
</tr>
</tbody>
</table>

*All figures are unaudited

Note: Capital assets shown at book value (cost less accumulated depreciation).
City of Conway  
Monthly Financial Report - Airport  
For the month ended October 31, 2017

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Budget</th>
<th>Month Activity</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>(Over)/Under Budget</th>
<th>% Expend/Collect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>13,000</td>
<td>1,492</td>
<td>8,891</td>
<td></td>
<td>4,109</td>
<td>68%</td>
</tr>
<tr>
<td>Airport Fuel Sales</td>
<td>600,000</td>
<td>55,906</td>
<td>618,198</td>
<td></td>
<td>(18,198)</td>
<td>103%</td>
</tr>
<tr>
<td>T-Hangar Rent</td>
<td>118,000</td>
<td>15,262</td>
<td>104,331</td>
<td></td>
<td>13,669</td>
<td>88%</td>
</tr>
<tr>
<td>Community Hangar Rent</td>
<td>25,000</td>
<td>700</td>
<td>13,974</td>
<td></td>
<td>11,026</td>
<td>56%</td>
</tr>
<tr>
<td>Ground Leases</td>
<td>125,000</td>
<td>-</td>
<td>110,966</td>
<td></td>
<td>14,035</td>
<td>89%</td>
</tr>
<tr>
<td>Insurance Proceeds</td>
<td>3,681</td>
<td>-</td>
<td></td>
<td></td>
<td>3,681</td>
<td>0%</td>
</tr>
<tr>
<td>Miscellaneous Revenues</td>
<td>13,000</td>
<td>540</td>
<td>8,475</td>
<td></td>
<td>4,525</td>
<td>65%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>897,681</td>
<td>73,901</td>
<td>864,835</td>
<td></td>
<td>32,846</td>
<td>96%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>216,013</td>
<td>18,927</td>
<td>199,762</td>
<td></td>
<td>16,251</td>
<td>92%</td>
</tr>
<tr>
<td>Fuel for Resale</td>
<td>431,000</td>
<td>64,781</td>
<td>503,540</td>
<td></td>
<td>(72,540)</td>
<td>117%</td>
</tr>
<tr>
<td>Other Operating Costs</td>
<td>157,881</td>
<td>5,785</td>
<td>78,843</td>
<td></td>
<td>1,073</td>
<td>50%</td>
</tr>
<tr>
<td><strong>Total Operating Costs</strong></td>
<td>804,894</td>
<td>89,493</td>
<td>782,144</td>
<td></td>
<td>21,677</td>
<td>97%</td>
</tr>
</tbody>
</table>

Capital Outlay: -

**Total Expenditures** | 804,894 | 89,493 | 782,144 | 1,073 | 21,677 | 97%

**Net Revenue/(Expense)** | 92,787 | **82,691** |

*All figures are unaudited*

Notes:
1) Budget column is current budget which includes all year-to-date adjustments, if any.
2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.
City of Conway
Airport Fund
2017
Fund Balance Appropriations

<table>
<thead>
<tr>
<th>Ordinance</th>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>O-17-59</td>
<td>5/23/17</td>
<td>Study of the Lollie levee</td>
<td>$10,000</td>
</tr>
<tr>
<td>O-17-60</td>
<td>5/23/17</td>
<td>New windcone and pole</td>
<td>$5,500</td>
</tr>
<tr>
<td>O-17-62</td>
<td>5/23/17</td>
<td>Health benefit premium increase</td>
<td>$1,608</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$17,108</td>
</tr>
</tbody>
</table>
City of Conway  
Balance Sheet - Airport  
For the month ended October 31, 2017

<table>
<thead>
<tr>
<th>Asset Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash - Operating</td>
<td>458,871</td>
</tr>
<tr>
<td>Taxes Receivable</td>
<td>2,020</td>
</tr>
<tr>
<td>Accounts Receivable - Fuel Vendor</td>
<td>5,542</td>
</tr>
<tr>
<td>Due from Other Funds</td>
<td>733</td>
</tr>
<tr>
<td>Land</td>
<td>1,607,274</td>
</tr>
<tr>
<td>Buildings</td>
<td>4,652,909</td>
</tr>
<tr>
<td>Machinery &amp; Equipment</td>
<td>477,842</td>
</tr>
<tr>
<td>Vehicles</td>
<td>16,454</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>25,425,821</td>
</tr>
<tr>
<td>Construction in Progress</td>
<td>52,066</td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td><strong>32,699,532</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liability Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries Payable</td>
<td>2,268</td>
</tr>
<tr>
<td>Insurance and Benefits Payable</td>
<td>1,552</td>
</tr>
<tr>
<td>Compensated Absences</td>
<td>5,127</td>
</tr>
<tr>
<td>Due to General</td>
<td>800</td>
</tr>
<tr>
<td>Accrued Interest Payable</td>
<td>108,986</td>
</tr>
<tr>
<td>Notes Payable</td>
<td>2,750,000</td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td><strong>2,868,733</strong></td>
</tr>
</tbody>
</table>

**Fund Balance**                                        **29,830,799**

**Total Liabilities & Fund Balance**                    **32,699,532**

*All figures are unaudited*

Note: Capital assets shown at book value (cost less accumulated depreciation).
## City of Conway
Monthly Financial Report - Major Project Funds
For the month ended October 31, 2017

### Parks and Rec A&P Tax
<table>
<thead>
<tr>
<th>Description</th>
<th>Balance, 9/30/17</th>
<th>Receipts</th>
<th>Payments</th>
<th>Balance, 10/31/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, 9/30/17</td>
<td>2,827,270</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receipts</td>
<td>266,355</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payments</td>
<td>(743,257)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, 10/31/17</td>
<td>$2,350,368</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Pay as you go Sales Tax
<table>
<thead>
<tr>
<th>Description</th>
<th>Balance, 9/30/17</th>
<th>Receipts</th>
<th>Payments</th>
<th>Balance, 10/31/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, 9/30/17</td>
<td>3,042,593</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receipts</td>
<td>293,181</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payments</td>
<td>(134,312)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, 10/31/17</td>
<td>$3,201,462</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Street Impact Fees
<table>
<thead>
<tr>
<th>Description</th>
<th>Balance, 9/30/17</th>
<th>Receipts</th>
<th>Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, 9/30/17</td>
<td>954,601</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receipts</td>
<td>34,021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payments</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, 10/31/17</td>
<td>$ 988,622</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Parks Impact Fees
<table>
<thead>
<tr>
<th>Description</th>
<th>Balance, 9/30/17</th>
<th>Receipts</th>
<th>Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, 9/30/17</td>
<td>463,008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receipts</td>
<td>11,837</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payments</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, 10/31/17</td>
<td>$ 474,844</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AN ORDINANCE VACATING PORTIONS OF THE NORTH-SOUTH ALLEYWAY IN BLOCK 6 AND ALL OF THE NORTH-SOUTH ALLEYWAY IN BLOCK 8, BURNS ADDITION; AND FOR OTHER PURPOSES:

Whereas, a petition was duly filed with the City of Conway, Arkansas on the 3rd of November, 2017 by Old Conway Village, LP asking the City Council to vacate and abandon portions of the north-south alleyways in Blocks 6 and 8, Burns Addition.

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 alleyways or the portions thereof, hereinbefore described, have heretofore been dedicated to the public use as alleyways herein described; have 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 properties abutting upon the portions of the Rights-of-Way to be vacated have been afforded the opportunity to file with the council their written consent to the abandonment; and the public interest and welfare will not be adversely affected by the abandonment of these portions of the Rights-of-Way.

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 its rights, together with the rights of the public generally, in and to the portions of public Rights-of-Way designated as follows:

[portion north-south alleyway in Block 6, Burns Addition]
That part of a public alleyway abutting Lots 1, 3, and 4 Habitat for Humanity Replat and Lots 1, 2, 3 and 4, Block 6, Burns Addition to the City of Conway, Faulkner County, Arkansas, more particularly described by metes and bounds as:

Beginning at the Northwest Corner of Habitat For Humanity Replat of Block 6, Burns Addition, thence South 1°27'31" West along the east line of said alleyway a distance of 180.00 feet, thence North 88°43'03" West across said alleyway a distance of 10.00 to the southeast corner of Lot 4, Block 6, Burns Addition, thence North 1°27'31" East along the west line of said alleyway a distance of 180.00 to the south right-of-way of Siebenmorgen Road, thence S 88°43'03" E along the south right-of-way of Siebenmorgen Road a distance of 10.00 feet to the Point of Beginning.

[north-south alleyway in Block 8, Burns Addition]
All of the north-south public alleyway running through Block 8, Burns Addition to the City of Conway, Faulkner County, Arkansas, and the additional 5 feet of alley Right-of-Way that was dedicated along the east boundary of Lot 1A, Agape Replat, filed August 21, 2001.

Section 2: The additional 5 feet of alley Right-of-Way that was dedicated along the east boundary of Lot 1A, Agape Replat in Block 8 Burns Addition, shall be returned to Lot 1A, Agape Replat in addition to half of the original 10 foot alleyway upon its closing.

Section 3: 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.

PASSED this 28th day of November, 2017.

Approved:

___________________________
Mayor Bart Castleberry

Attest:

___________________________
Michael O. Garrett
City Clerk/Treasurer
Request for Alley Closure:

SPRUCE ST
HAMILTON ST
SUTTON ST
SIEBENMORGEN RD

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS, OR ACCURACY OF ANY FEATURES ON THIS MAP. THIS DOCUMENT IS TO BE USED FOR REFERENCE PURPOSES ONLY.

ALLEY TO BE VACATED

10 ft.

THIS PORTION TO REMAIN OPEN

10 ft.
October 17, 2017

DHTC Development
Riley Shantz
Conway, AR  72034

RE: Abandonment of Easement

Ms. Shantz,

Centerpoint Energy has reviewed the request to abandon the easements between Sutton St. and Hamilton St. and Factory St. and Lincoln St. south of Siebenmorgan Rd. Centerpoint Energy has no facilities in conflict with the closing of the two named easements.

Thank You,

John Martinez Jr.

Gas Operations Leader
October 17, 2017

City of Conway
Attn: Bryan Patrick,
Director of Planning and Development
1201 Oak Street
Conway, AR 72032

Dear Mr. Patrick:

RE: Alley closures – Pine Street neighborhood

AT&T received a request to relinquish our interest in two alleyways. The first is between Sutton and Hamilton running north to south into Siebenmorgan and the second is between Factory and Lincoln Streets, also running into Siebenmorgan. Please see the attached plats for further information.

AT&T has no facilities within these alleyways and has no objection to their vacation.

Questions concerning our facilities in Conway can be referred to our local engineer, Lanny Page, at 501-218-6842 (lp1318@att.com).

Sincerely,

Lynda Palmer

Attys: Lynda Palmer
AT&T Arkansas
Mgr. OSP Plng & Engr Design
Right-of-Way
Joint Use of Poles
1111 West Capitol, Rm 941
Little Rock, AR 72201
Phone: (501) 373.5255
Fax: (501) 373.0229
lynda.palmer@att.com

sent via email

Bryan.Patrick@cityofconway.org
Beth.Sketoe@cityofconway.org

CC: crshantz@me.com
Lanny Page, AT&T Engineer

attachments:
October 23, 2017

The Honorable Bart Castleberry
Mayor of Conway
City Hall
1201 Oak Street
Conway, AR 72032

Re: Alley closure in Block 8, Burns Addition and Block 6, Burns Addition in
Conway, Faulkner County, Arkansas.

Dear Mayor Castleberry:

Conway Corporation has no objections to the request to close the Alley’s running
north and south in Block 6, Burns Addition and Block 8, Burns Addition.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Leslie Guffey
Engineering and Planning

cc: Riley Shantz
11.3.2017

Memo

To
Bryan Patrick

From
B. Finley Vinson, P.E.

CC
Riley Shantz

Re
Vacating two alleys

Comments:

I have no objections to the closing of the alleys between Sutton St. and Hamilton St. and Factory St. and Lincoln St. between Siebenmorgan Rd. and Spruce St.
**PETITION OF WRITTEN CONSENT FOR THE VACATING OF STREETS/ALLEYS FOR THE INTENT OF PUBLIC USE**

Name of party requesting street/alley closure: **Old Conway Village, LP**

Legal description of street/alley, or portion thereof, to be vacated: **See attached**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spencer Hawks</td>
<td>LOT 1-A BLK 8 BURNS ADDN, AGAPE REPLAT AND 607 Siebenmorgan</td>
</tr>
<tr>
<td>Marcus Wright</td>
<td>1421 Lincoln</td>
</tr>
<tr>
<td>Carmela Forte</td>
<td>1407 Lincoln</td>
</tr>
<tr>
<td>Artis Pilgrim</td>
<td>622 Spruce</td>
</tr>
<tr>
<td>James Hogan</td>
<td>624 Spruce &amp; 814 Spruce</td>
</tr>
<tr>
<td>Shirley Daniel</td>
<td>810 Spruce</td>
</tr>
<tr>
<td>William Thomas</td>
<td>1415 Hamilton</td>
</tr>
<tr>
<td>Modern Trends</td>
<td>1419 Hamilton</td>
</tr>
<tr>
<td>Brandon Reeves</td>
<td>809 Siebenmorgan</td>
</tr>
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<td>Elmer Joe Swaffar</td>
<td>PART OF LOT 11 BLOCK 8 BURNS ADDN</td>
</tr>
</tbody>
</table>
PETITION OF WRITTEN CONSENT FOR THE VACATING OF STREETS/ALLEYS
FOR THE INTENT OF PUBLIC USE

Name of party requesting street/alley closure: Old Conway Village, LP

Legal description of street/alley, or portion thereof, to be vacated: See attached

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spencer Hawks</td>
<td>LOT 1-A BLK 8 BURNS ADDN, AGAPE REPLAT AND 607 Siebanmorgan</td>
</tr>
<tr>
<td>Carolyn Black</td>
<td>1421 Lincoln</td>
</tr>
<tr>
<td>Carmela Fonte</td>
<td>1407 Lincoln Not a contiguous neighbor</td>
</tr>
<tr>
<td>Arlis Pilgrim</td>
<td>622 Spruce</td>
</tr>
<tr>
<td>James Hogan</td>
<td>624 Spruce &amp; 614 Spruce</td>
</tr>
<tr>
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<td>See attached</td>
<td>809 Siebanmorgan</td>
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<tr>
<td>See attached</td>
<td>Parcel 710-01585-000, Lot 11 Bk 8 Burns Addition</td>
</tr>
<tr>
<td>EJ Swaffer</td>
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Petition to Vacate Street/Alley
PETITION OF WRITTEN CONSENT FOR THE VACATING OF STREETS/ALLEYS
FOR THE INTENT OF PUBLIC USE

Name of party requesting street/alley closure: Old Conway Village, LP

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Signatures of abutting property owners:

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
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A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A PORTION OF THE
NORTH 7.5 FOOT UTILITY EASEMENT ON LOT 18, LACHOSWKY SUBDIVISION, IN THE CITY OF
CONWAY, ARKANSAS:

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by L & W Development, LLC, to abandon a portion of the north 7.5 foot utility easement on Lot 18, Lachowsky 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 CONWAY, ARKANSAS:

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. “Jack” Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the 12th day of December, 2017 at 6:30 pm.

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 matter prescribed by law.

PASSED this 28th day of November, 2017.

Approved:

__________________________
Mayor Bart Castleberry

Attest:

__________________________
Michael O. Garrett
City Clerk/Treasurer
Lot 18, Lachowsky Sub.

Request for Easement Closure:

924 Bill Dean Dr

Halter Rd

Amitry Rd

This map was prepared by the City of Conway Planning and Development Department for its use, and may be revised at any time without notification to any user.

The City of Conway Planning and Development Department does not guarantee the correctness, or accuracy of any features on this map. This document is to be used for reference purposes only.

Easements

Status

- Open
- Pending Closure

Easement to be closed

7.5 ft

Pending Closure

Open

Status

Easements

City of Conway Planning & Development
www.cityofconway.org/page/512

www.cityofconway.org/page/15

Feet

40

N
AN ORDINANCE APPROVING THE PRIVATE CLUB PERMIT FOR RED ROBIN – CONWAY CLUB, INC. AND ALLOWING FOR THE APPLICATION OF THE REQUIRED PERMITS FROM THE ARKANSAS ALCOHOLIC BEVERAGE CONTROL DIVISION PER ARKANSAS CODE ANNOTATED §3-9-222 AS AMENDED

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

Whereas, the application is limited and specific to PB&J, LR Red, LLC (10220 W. 87th Street, Overland Park, KS 66212), and

Whereas, Red Robin – Conway Club Inc. has provided all the information required in permit application process and met all the standards set forth by the Conway City Council, and

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

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

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

Section 1. That the application for private club permit is hereby approved for and specific to PB&J, LR Red, LLC (10220 W. 87th Street, Overland Park, KS 66212) for Red Robin – Conway Club Inc. located at 1025 S. Amity Road, Conway, Arkansas.

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

Section 3. That the approval and permit are subject to suspension or revocation by the City in the event PR&J, LR Red, LLC (Red Robin-Conway Club Inc.) violates Conway City Code or State law.

Passed this 28th day of November, 2017.

Approved:

_____________________________
Mayor Bart Castleberry

Attest:

_____________________________
Michael O. Garrett
City Clerk/Treasurer
CITY OF CONWAY
APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Red Robin-Conway Club, Inc.  821-3448245
Non-Profit Corporation  FEIN #

APPLICANT ON BEHALF OF CLUB

Angela  Denise  Steed
First  Middle  Last

HOME ADDRESS
1144 Hwy 2110  Houston  72070  Perry
Street  City  Zip  County

BUSINESS NAME  Red Robin

BUSINESS ADDRESS
1025 S. Amity Rd.  Conway  72032  Faulkner
Street  City  Zip  County

Does the club own the premises?  YES  [ ] NO  [X]

If leased, give name and address of owner:  PBEJ LR Red LLC  10220 W. 87th St., Overland Park,

If in addition, there is a ground lease, a copy of all leases and subleases are attached.

Is your establishment primarily engaged in the business of serving food for consumption on the premises?  YES  [X]  NO  [ ]

Does anyone now hold an alcoholic beverage permit at this location?  NO  [X]  If so, give name, address and permit no(s).
Give names and addresses of all officers/directors of the non-profit organization:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Smith</td>
<td>President</td>
<td>4965 N. 132nd Ter., Leawood, KS 66209</td>
</tr>
<tr>
<td>Jane Doe</td>
<td>Treasurer</td>
<td>12734 King, Oread Park, KS 66213</td>
</tr>
<tr>
<td>Brian Flavin</td>
<td>Secretary</td>
<td>431 E. 69th Ter., Kansas City, MO 64113</td>
</tr>
</tbody>
</table>

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application?  

**YES** ☐ **NO** ☐  
If yes, please explain:

---

Signed this __________ day of ________________ 2017

[Signature]

Signature of Applicant/Managing Agent

Official Title

Subscribed and sworn to before me this __________ day of ________________ 2017

[Signature]

Notary Public

My Commission Expires: 1-9-25
Memo

11.13.2017

To
Bart Castleberry

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
Stone Dam Creek Trail Extension

Comments:

Metroplan is expected to announce a call for Transportation Alternatives Program (TAP) projects soon, and our plan is to submit for the extension of the Stone Dam Creek Trail to South German Lane. Attached is a professional Services agreement with Halff Associates, Inc. for design services. I recommend approval of this contract so that we may get started on the application as soon as possible.
PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Stone Dam Creek Trail
CLIENT: City of Conway
ADDRESS: 100 East Robins, Conway, AR  72032 (501) 450-6165

hereby requests and authorizes HALFF Associates, Inc. to perform the following Services:

SCOPE OF SERVICES: SEE EXHIBIT A – SCOPE OF SERVICES

COMPENSATION to be on a basis of:
hourly rates as defined in the attached hourly rate schedule with a not to exceed amount of $ 179,246.55. These rates includes charges for professional services, which will be provided by HALFF and all outside sources and an estimate of expenses. Should actual expenses exceed the estimated amount, HALFF will submit a statement within thirty (30) days of completion of Services for such expenses. Additional Services authorized in writing or otherwise confirmed by Client will be billed in addition to the amount as provided in Paragraph 3 of Exhibit B.

The parties agree to the Provisions provided in Exhibit B of this authorization.

Accepted for CLIENT

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

Accepted for HALFF Associates, Inc.

By: ____________________________
Name: ____________________________
Title: Vice President
Date: 11/6/17
Exhibit A – Scope of Work

Project Scope
The work will generally consist of four tasks including survey, concept plan, preliminary plans, final plans and right of way documents of a 1 mile addition to Stone Dam Creek Trail. The overall project limits for the City’s project are generally defined as beginning at the west end of the existing trail’s terminus at Mimosa Drive and terminating at South German Lane to the east. Halff Associates will provide design of approximately one mile of asphalt trail with parking lots at the Copper Cove subdivision and on the east end at South German Lane. The parking area on the east end will also include a concrete pad for a bike rental area. Preliminary plans will include providing options to the City for the trail crossings at South Donaghey Avenue and South German Lane.

Phase 1
Phase 1 will include collecting data and developing four concept options for the project. The following tasks are anticipated.

Task 1 – Survey
Provide topographic survey along the south side of Stone Dam Creek from Mimosa Drive to South German Lane. Survey data will be provided in accordance with City of Conway requirements and standards and will include the following subtasks:
- Establish project control
- Provide topographic survey of all surface features within the project areas identified above
- Title search
- Locate all subsurface structures/utilities and overhead utilities, including their easements and/or rights-of-way within the project limits
- Confirm ROW and property corners within the project corridor per property boundaries provided by the city.
- Determine existing right-of-way from title information provided by title company per original plats.
- Acquisition documents or permanent easements will be prepared as needed.

Task 2 – Concept Plans (30% Complete)
A conceptual plan will be developed showing the approximate layout of the improvements and approaches, along with proposed modifications to access locations and parking for surrounding properties along the trail. The layout will also address the trail intersection with South Donaghey Road and the trail terminus at South German Road. Providing sidewalk access to the Woodland Springs subdivision will also be included. The layout will be imposed on an aerial image/survey of the area. Preliminary layouts for the trail crossing at South Donaghey Avenue will include the following options:
Option 1: Bridge modifications for Trail Crossing Under Existing South Donaghey Bridge
Scope:
- Soil nail retaining wall at existing embankment
- Retaining wall Plan and Profile
- Retaining wall Design
- Site specific geotech report
- A hydraulic analysis by others to determine wall configuration is acceptable

Assumption/Exclusions:
- Existing bridge plans will be provided
- Wall type will be soil nail

Option 2: Hawk Signal for Trail Crossing South Donaghey
Scope:
- Hawk Signal at Donaghey south of Stone Dam Creek

Option 3: Bridge Replacement for Trail Crossing South Donaghey
Scope:
- Bridge plans for 90’ long by 36’ wide bridge replacement at Donaghey over Stone Dam Creek
- Phased construction
- Retaining wall for trail under bridge (small cast in place)
- Horizontal and vertical alignments, paving plans for Donaghey
- Hydraulic analysis to be done to determine bridge height and limits
- Site specific geotech report

Assumptions:
- Bridge type to be steel beams, or cast in place slabs

Option 4 Bridge Replacement Plus Pedestrian Bridge Stone Dam Creek*
Scope:
- Provide abutment designs for 1-90’ pedestrian bridge over Stone Dam Creek
- Will provide layout, typical section and abutment details
- Site specific geotech information to be provided by others
- Trail alignment to be set by Halff Associates

Assumptions/Exclusions:
- Bridge to be prefabricated

*To provide access to trail from Woodland Springs Subdivision if existing Donaghey Bridge is used.
Additionally, a preliminary layout for the future trail crossing at South German Lane will also be included. The two options for this crossing will be a hawk signal and a new bridge crossing.

Two (2) coordination meetings with City Staff to finalize the concept plan.

The development of the concept plans will be based on City right-of-way, topography within, and input from City staff. The concept plans will be the basis for the plans to be developed in Tasks 3 & 4.

Further refinements of the plan will be made based on the comments and upon approval from the City, the following deliverables are anticipated.

A. Deliverables shall include a scroll plot of project and
B. One typical cross section sketch.

Deliverables will be submitted to the client, followed by 1 meeting with client to discuss submittal and start detailed design development plans.

The concept plan shall include, but may not be limited to the following:

- Preliminary crossing options at South Donaghey Avenue and South German Lane to include Hawk Signals and preliminary bridge layouts.
- Preliminary bridge layouts for both South Donaghey and South German bridges over Stone Dam Creek will also include:
  - Preliminary engineering analysis to determine feasibility of each bridge replacement
  - Horizontal and vertical alignments
  - Hydraulic analysis to define proposed bridge limits and heights
- Access, sidewalk and parking modifications to encourage pedestrian/bike access and safety from adjacent neighborhoods to the trail.
- Paving enhancements at crosswalks
- Bicycle lanes and access around the project area
- Parking lot for trailhead at South German Lane
- Universal accessibility as prescribed by ADAAG
- Appropriate pedestrian scale lighting locations
- Location of proposed site furnishings (bollards, benches, trash receptacles, bus stops, signage, etc.)
- Identification of conflicts with utilities, access, visibility, etc
- Preliminary Cost Estimate
Phase 2
After the City has approved the design option identified in Phase 1, then Phase 2 of the project will include the design development and final plans for the selected option.

Task 3 – Design Development Plans (60% Complete)
HALFF Associates will provide design development plans using the City approved concept plans option developed in Task 2. Lump sum fees are in the schedule at the end of this scope of services. Drawings for this phase of work will be completed to approximately 60% level of completion. The Consultant shall work in coordination with the Client to provide Design Development documents consisting of trail design and drainage design, drawings, sketch details, right of way documents, and other documents to define the project as to the elements described above.

A. Deliverables shall include 11” x 17” black line prints of the design development plans and details.
B. Preliminary Cost Estimate
C. 60% plan review meeting

Task 4 – Final Plans (100% Complete)
Based on the approved 60% Design Development Documents and Preliminary Cost Estimate, Consultant shall prepare Construction Documents to a 100% level of completion for components consisting of:

A. Construction plan sheets anticipated for the project include:
   a. Typical Sections
   b. Special Details
   c. Plan and Profile
   d. Cross Sections
   e. Grading
   f. Planting Plans
B. Technical Specifications will follow ArDOT standard specifications. Special provisions will be added as necessary for describing elements of the proposed work not covered in ArDOT's standard specifications.
C. Although front end documents are not included in this scope of work, effort for developing general notes to be included in the plan set is included.
D. The Consultant will provide one (1) updated probable cost opinion based on the approved construction documents.
E. Deliverables include (two) sets of half-size 100% review prints for review.
F. After final review, the Consultant will provide the Client one (1) full set of sealed and signed construction drawings (11”x17”), one (1) project manual of special provisions with bid item list in 8.5”x11” format in digital .pdf format and one electronic file of the construction
documents in electronic CADD format compatible with City’s CAD standards for drawings and Word format for specifications.

**Exclusions**
The following items are excluded from the scope of work due to unidentified route and unknowns about the project but may be added as additional services at the request of the City.

- No major relocation of utilities is anticipated in this scope of work.
- No property acquisition is anticipated. City will handle right of way negotiations using right of way documents provided by Halff. No easements are anticipated.
- No environmental services are included – may be added with a supplemental agreement.
- No bidding or construction services are included – may be added with a supplemental agreement.
- No street lighting plans beyond locations shown in preliminary concept are included – may be added with a supplemental agreement.

**Estimated Fee Schedule**

<table>
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<tr>
<th>Phase 1</th>
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<tbody>
<tr>
<td>Task 1 – Survey</td>
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<td>Task 2 – Concept Plans</td>
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<td>Expenses</td>
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<td><strong>Subtotal (included in overall totals for each option below)</strong></td>
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<table>
<thead>
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<tr>
<td>Task 3 &amp; 4 – Design Development Plans and Final Plans</td>
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<td>Option 1 Reuse Existing Bridge w/o Ped Access to North (Preferred) –</td>
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<td>1. Design Development Plans</td>
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<td>2. Final Plans</td>
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**MAXIMUM CONTRACT AMOUNT NOT TO EXCEED - $179,246.55**
## Hourly Rate Schedule

**Classification** | **Rate**
--- | ---
Senior Technical Advisor-QA/QC | $215
Project Manager | $165
Senior Project Engineer | $190
Project Engineer | $150
EIT | $105
Senior Structural Engineer | $200
Structural Engineer | $160
Senior Environmental Scientist | $165
Environmental Scientist | $100
Senior Landscape Architect | $165
Landscape Architect | $110
RPLS | $110
Survey Technician | $75
2-Man Survey Crew | $125
CADD Technician | $85
Clerical | $65
EXHIBIT C
Standard Terms and Conditions

This Agreement for Professional Engineering Services, hereinafter called “Agreement,” is entered into by the City of Conway, Arkansas, a municipality in the state of Arkansas, duly authorized to act by the Public Works Department of said Client, hereinafter called “Client,” and Halff Associates, Inc., a Texas corporation, acting through a duly authorized officer, herein called “Engineer,” relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the “Parties”.

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

1. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as “Exhibit B” which services may include, but will not be limited to, those services normally rendered by an engineer to a municipality in the state of Arkansas. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

3. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

   It is understood and agreed by the Parties that Engineer’s receipt of payment(s) from Client is not contingent upon Client’s receipt of payment, funding, reimbursement or any other remuneration from others.

   Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

4. Client’s Obligations. The Client agrees that it will (i) designate a specific person to act as the Client’s representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer’s work for the Client, (iv) make prompt payments in response to Engineer’s statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use all information and services provided by the Client or the Client’s representatives. Engineer is required to verify receipt of client-provided information from the City.

5. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days’ prior written notice. Client agrees that termination of Engineer for Client’s convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer’s services under this Agreement by Client or by another service provider. Following Engineer’s receipt of such termination notice the Client shall, within ten (10) calendar days of Client’s receipt of Engineer’s final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer’s receipt of such notice of termination.

6. Ownership of Documents - Upon Engineer’s completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer’s performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client’s sole risk and without liability or legal exposure to Engineer or to Engineer’s employees, agents, representatives, officers, directors, affiliates,
shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

7. **Notices.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

8. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

9. **Indemnification.** Engineer does hereby agree to, indemnify Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of Engineer, Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

In the event that the Client and Engineer are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. **Insurance.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be $1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or “tail” coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

11. **Prompt Performance by Engineer.** All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Arkansas applicable to such engineering services contemplated by this Agreement.

12. **Client Objection to Personnel.** If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

13. **Assignment and Delegation.** Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

14. **Jurisdiction and Venue.** This Agreement shall be administered under the substantive laws of the State of Arkansas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Faulkner County, Arkansas.

15. **Integration, Merger and Severability.** This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal,
16. **Exclusivity of Remedies** - The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article 9. Indemnification and Article 20. Agreed Remedies are and shall remain the Parties’ sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

17. **Timeliness of Performance** - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

18. **Dispute Resolution.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

19. **Signatories.** The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

20. **It is the intent of the Parties to this Agreement that Engineer’s services under this Agreement shall not subject Engineer’s individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.**

21. **WAIVER** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

22. **FOIA/Disclosure Compliance** - Engineer acknowledges that the Client is a governmental agency and may be required to disclose certain information under requests made according to provisions of the Public Records Act and the Arkansas Freedom of Information Act of 1967 (“FOIA”) (A.C.A. § 25-19-101, et seq). Client shall give notice to Engineer of any request for the disclosure of any information set apart and marked “confidential,” “proprietary” or “trade secret” by Engineer. In order to ensure that Client may comply with the immediate disclosure requirements of FOIA, Engineer shall then have one (1) day from the date notice is sent to enter into an agreement with Client providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney’s fees) incurred by Client in any legal action to compel the disclosure of such information under the Public Records Act, FOIA, or any other law(s), state or federal, governing the release of information. Engineer shall have the sole responsibility for the defense of the actual proprietary or trade secret designation of such information. The parties understand and agree that any failure by Engineer to respond to the notice provided by Client and/or to enter into an agreement with Client, as set forth above, shall constitute a complete waiver by Engineer of any nondisclosure or confidentiality rights hereunder with respect to such information, and such information shall be disclosed by Licensee pursuant to applicable procedures required by the Public Records Act.
AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE +/- 19.77 ACRES LOCATED IN THE 1200 BLOCK OF COVINGTON WAY FROM I-3 TO MF-3:

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

Section 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the I-3 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Being a part of the NW ¼ of the NW ¼ of Section 19, T-5-N, R-13-W, Faulkner County, Arkansas more particularly described as beginning at the NE corner of said NW ¼ NW ¼; thence S2 degrees 18’04”W 1320.0 feet; thence N89 degrees 23’30”W 646.24 feet; thence N01 degrees 56’58”E 1328.88 feet; thence S88 degrees 35’51”E 654.32 feet to the point of beginning containing 19.77 acres more or less.

to those of MF-3, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 28th day of November, 2017.

Approved:

_________________________
Mayor Bart Castleberry

Attest:

_________________________
Michael O. Garrett
City Clerk/Treasurer
MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: November 21, 2017

Re: Request to rezone from I-3 to MF-3 the +/- 19.77 acres located in the 1200 block of Covington Way

R.U.M., Inc. has requested to rezone from I-3 (Intensive Industrial) to MF-3 (Multi-Family 3) the +/- 19.77 acres located in the 1200 block of Covington Way, an unbuilt road in progress located south of Dave Ward Drive in the Covington Commercial Phase II, with the legal description:

Being a part of the NW ¼ of the NW ¼ of Section 19, T-5-N, R-13-W, Faulkner County, Arkansas more particularly described as beginning at the NE corner of said NW ¼ NW ¼; thence S2 degrees 18’04”W 1320.0 feet; thence N89 degrees 23’30”W 646.24 feet; thence N01 degrees 56’58”E 1328.88 feet; thence S88 degrees 35’51”E 654.32 feet to the point of beginning containing 19.77 acres more or less.

The Planning Commission reviewed this request at its regular meeting on November 20, 2017. The Planning Commission voted 8-0] that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.
DESCRIPTION
Planning Commission Review
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19.77 ac.

R.U.M. INC., I-3 TO MF-3 REZ

City of Conway Planning Commission

NOV 2017

City of Conway Planning & Development

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MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: November 21, 2017

Re: Request to amend Conditional Use Permit No. 1288 to allow Multi-Family (24 units per acre maximum) in O-1 (General Office) zoning district for properties located in the 2100-2300 block of Dave Ward Dr and South Donaghey Ave west to Stone Dam Creek

Salter Acquisitions, LLC has requested to amend existing conditional use permit No. 1288 to allow Multi-family (24 units per acre maximum) in O-1 zoning district for properties located at 2195, 2215, 2235, 2255, 2295, 2325, 2375, and 2405 Dave Ward Drive; 2305 and 2390 Moix Boulevard; and 815 S Donaghey Avenue with the legal descriptions:

TRACT 1:
A part of the NW¼ SE¼ of Section 14, Township 5 North, Range 14 West and apart of Lot 7 of Moix Meadows Subdivision as shown in Plat Book K, on page 34, Records of Faulkner County, Arkansas being more particularly described as commencing at the Northeast Corner of said NW¼ SE¼ and running thence S66°06'52"W, 149.36 feet to the corner of said Lot 7, said point being the point of beginning; thence run along the West right of way of Moix Boulevard S24°32'46"E, 13.93 feet; thence S02°02'00"W, 444.80 feet; thence leaving said right of way run N87°53'44"E, 397.40 feet; thence run N17°12'12"W, 259.68 feet; thence N19°49'12"W, 164.83 feet to the South right of way of HWY #60 (now HWY 286 aka Dave Ward Drive); thence run along said right of way S87°23'25"E, 30.44 feet; thence N48°25'20"E, 79.01 feet; thence S88°31'37"E, 450.46 feet to the point of beginning. Said Tract contains 4.91 acres more or less.

TRACT 2:
A part of the N½ SE¼ of Section 14, Township 5 North, Range 14 West, Faulkner County, Arkansas, being more particularly described as commencing at the Northeast Corner of the NW¼ SW¼ of said Section 14 and running thence S33°36'33"W, 94.21 feet to the North right of way of HWY #60 (now HWY 286 aka Dave Ward Drive), said point being the point of beginning; thence run along said right of way the following: N89°03'34"E, 162.31 feet; N89°43'18"E, 165.16 feet; S87°58'52"E, 375.20 feet; thence leaving said right of way run S01°57'26"W, 458.43 feet; thence run N87°53'44"W, 721.69 feet to the East right of way of Moix Boulevard; thence run N02°02'00"E along said right of way 428.39 feet; thence N55°22'53"E, 23.39 feet to the point of beginning. Said tract contains 7.52 acres more or less.

TRACT 3:
A part of the NE1/4 SE1/4 of Section 14, T-5-N, R-14-W, Faulkner County, Arkansas, being more particularly described as commencing at the northeast corner of said NE1/4 SE1/4 and running thence N87°53'44"W, along the north line of said NE1/4 SE1/4, 418.28 feet; thence S01°58'24"W, 64.29 feet to the south right of way of highway #60 and the point of beginning; thence continue S01°05'82"W, 458.41 feet; thence N87°54'32"W, 250.61 feet; thence N01°05'40"E, 458.50 feet
to the south right of way of said highway; thence run S87°53'20"E, 251.19 feet to the point of beginning. Said tract contains 2.64 acres more or less.

**TRACT 4:**

A part of the NE1/4 SE1/4 of Section 14, Township 5 North, Range 14 West, Faulkner County, Arkansas, described as beginning 366 feet south of the northeast corner of said NE1/4 SE1/4, and running thence south 156 feet; thence west 418 feet; thence north 156 feet; thence east 418 feet to the point of beginning.

The Planning Commission reviewed this request at its regular meeting on November 20, 2017. The Planning Commission voted 7-1 that this request be forwarded to the City Council with a recommendation for approval with the condition listed below. Jerry Rye voted in opposition.

**Conditions attached to the Conditional Use Permit:**

1. Multi-family units limited to 216 units.

Please advise if you have any questions.
DESCRIPTION
Planning Commission Review
- -
- -
12.4 ac.
MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: October 17, 2017

Re: Request to amend Club Villas Planned Unit Development Final Development Plan for Lots 1-3

PH LLC [John Pennington] requested to modify the Final Development Plan for a portion of the Club Villas Planned Unit Development, located at 1135, 1145, and 1155 Country Club Road, with the legal description:

Lots 1, 2, and 3, Club Villas PUD, to the City of Conway, Arkansas, as shown on of record in Plat Book L, page 106, records, Faulkner County, Arkansas.

The Planning Commission reviewed this request at its regular meeting on October 16, 2017. The Planning Commission voted 0-6-1, that this request be forwarded to the City Council with a recommendation for approval with the following modified conditions, specific to Lots 1-3. Failing to garner 6 votes in the positive, the motion was defeated.

Conditions for Club Villas PUD; Approved February 15th, 2011

1. 20 foot rear setback required on the office building.
2. The office building will be limited to those land uses allowed by right in the O-3 zoning district.
3. Office building hours of operation will be Monday - Friday 8 am to 6 pm.
4. Prince Street curb cut is to be right in, right out only.
5. **Lighting shall be non intrusive to Applewood Cove Subdivision.**
6. Office building exterior materials shall be residential in nature and compatible with the surrounding neighborhoods.
7. Office building shall have a 6-12 roof pitch; maximum 10-12 pitch.
8. Before the office building may be constructed, the owner must have a binding legal lease agreement.
9. **An 8 foot wood privacy fence between the PUD development and Applewood Cove Subdivision is required if no fence is present.**
10. Additional evergreen landscaping above development review standards is required within the 20 foot buffer area between the office building and Applewood Cove Subdivision.
11. Office building roof vents shall be painted.
12. Sound attenuating screening shall be used if ground mounted HVAC units are placed in the 20 foot buffer area between the office building and Applewood Cove Subdivision.
13. No structures permanent or temporary may be placed in the 20 foot buffer area between the office building and Applewood Cove Subdivision.
14. **Hours of construction for the exterior development shall be 7 am to 7 pm.**
15. No signage is allowed on Prince Street other than signage allowed on the dumpster enclosure located at the Southeast corner of the property.

16. The requirement for a minimum of 20% green space for a PUD development of 3 or more acres is waived.

**Recommended Changes to Plan “Option 4” to be added to the final development plan as 17-22**

17. The text concerning Lots 1-4 Club Villas PUD as shown on Plan “Option 4” approved on February 15, 2011 shall be superseded with conditions 18-22.

18. Lots 1-3 Club Villas PUD shall be allowed to replat into 7 single family residential lots as shown on the plan as reviewed by the Planning Commission on October 16, 2017. Single family residential shall be the sole allowed land use.

19. PUD shall be generally developed as shown on the October 16, 2017 site plan. Minor variations from the submitted plan shall be allowed for technical reasons. However, the density and intent of the site plan shall be followed.

20. The submitted conceptual front elevations as reviewed by the Planning Commission on October 16, 2017 shall be used as general guides for the overall style of the residences.

21. The private drive providing rear access to the residences shall be a one way drive entering on the north and exiting on the south.

22. A 20 foot front setback and 5 foot side setbacks shall be allowed.

**Additionally, PH LLC agreed to further conditions at the request of adjacent property owners in Applewood Cove:**

23. Within the 8’ screening area, placement of Evergreen species with the potential growth of 20’-30’ at a maximum distance of 20’ apart along perimeter of western fence with minimum of 2” caliper at planting. POA to maintain this ratio.


25. Placement of traffic bollards within the 8’ screening area, situated at the western terminus of both the Northern and Southern access point. Three Bollards are to be 3-4’ in height and placed 5’ apart at each location.

26. There will be a private one-way drive with entry on the northern access point, and exit on the southern access point. There will be a "no entry" sign posted on the southern access point.

27. All exterior lights will be in a downward facing fixture.

28. All trees along the 8 ft. screening area and northern easement along the drainage ditch that can stay safely will remain.

Mr. Landon Sanders, representing Mr. Pennington, notified the Planning & Development Department on October 17, 2017 of his client’s intent to appeal the Planning Commission’s denial of his request to the City Council at the regularly scheduled November 28, 2017 City Council meeting.

Since the denial by the Planning Commission the applicant has proposed a new site plan (attached), requesting to amend the Club Villas PUD Lots 1-3 to allow 6 units/lots instead of the originally requested 7 units/lots.

Please advise if you have any questions.
Landon,

The request for appeal is noted. We will place in the files and notify the Mayor’s office to place the item on the Nov. 28 Council agenda.

Bryan

Bryan Patrick
Director of Planning and Development
1201 Oak Street
Conway AR 72032
501-450-6105
www.cityofconway.org

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On Oct 17, 2017, at 2:47 PM, landonsanders@conwaycorp.net wrote:

Mr. Patrick,

This e-mail is to notify your office that Mr. Pennington requests an appeal of the decision of the Planning Commission regarding the Club Villas PUD modification. Mr. Pennington requests that his appeal be placed on the November 28 City Council meeting agenda. I will obtain the sign necessary for notice prior to the deadline. Thank you for your assistance with this matter.

Sincerely,

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Landon T. Sanders
The Sanders Firm PLLC
O: 501–327–2704
F: 501–327–2379
www.sandersfirmpllc.com
DESCRIPTION

PLANING COMMISSION REVIEW

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