



City of Conway, Arkansas
CITY COUNCIL
Agenda • October 11, 2022
www.conwayarkansas.gov

Elected Officials

Mayor Bart Castleberry
City Clerk Michael O. Garrett
City Attorney Charles Finkenbinder

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

5:30pm:

No Committee Meeting

6:00pm:

City Council Meeting • City Council Chambers • 1111 Main Street

Call to Order:

Bart Castleberry, Mayor

Roll Call:

Michael O. Garrett, Clerk/Treasurer

Minutes Approval:

September 27, 2022

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

1. Ordinance to approve the use of the public right-of-way and a franchise agreement for telecommunication services by Unite Private.
2. Resolution to approve the capital improvement plan and the Runway 4-22 rehabilitation project for the Conway Airport.
3. Ordinance to approve amending the Conway Historic District Commission Standards.

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

1. Consideration to approve a deed correction for property located at 2325 Tyler Street.

Adjournment



City of Conway, Arkansas
Ordinance No. O-22-_____

AN ORDINANCE TO GRANT UNITE PRIVATE NETWORKS, LLC, A FRANCHISE TO OCCUPY SPECIFIC PUBLIC RIGHTS-OF-WAY AND PROVIDE TELECOMMUNICATIONS SERVICES TO BLUE CROSS AND BLUE SHIELD DATA CENTER LOCATED AT 600 LEDGELAWN DRIVE, CONWAY; TO SET FORTH THE TERMS AND CONDITIONS FOR THE USE AND RENTAL OF SUCH RIGHT-OF-WAY; AND FOR OTHER PURPOSES.

WHEREAS, the City has been requested by Unite Private Networks, LLC (hereinafter “Unite” or “franchisee”) to grant it a franchise to use the public streets, rights-of-way and airspace to construct and maintain a telecommunications network for its customer, Blue Cross and Blue Shield Data Center located at 600 Ledgelawn Drive in the City of Conway; and

WHEREAS, the City is willing to grant Unite a franchise for the use of the public streets and rights-of-way.

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

Section 1. The Mayor and City Clerk are authorized to take all steps necessary to execute a franchise agreement in substantially the form set forth within this ordinance, as approved by the City Attorney, to Unite Private Networks, LLC, a company with a business address of 1511 Baltimore Avenue, 2nd Floor, Kansas City, Missouri 64108 and mailing address of 1828 Walnut Street, 6th Floor, Kansas City, Missouri, 64108, to provide telecommunication services for its customer Blue Cross and Blue Shield Data Center.

Section 2. Contingent upon Unite’s execution of a separate franchise agreement, there shall be granted to Unite a nonexclusive license to construct, maintain, extend and operate its Facilities as set forth in the limited area along the Public Right-of-Way as set forth in the attached map for the purpose of supplying telecommunication services to its customer located within the corporate boundaries of the City for the Franchise Term, which shall be subject to the terms and conditions set forth herein (hereinafter the “Franchise”).

Section 3. The Franchise shall afford Unite the right to construct, maintain and operate its facilities along, across, upon, and under the Public Right-of-Way, limited to the area and along such streets and under the terms and conditions as set forth in the franchise agreement. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct legal use of the Public Right-of-Way by the City or other utilities.

Section 4: That the City of Conway assumes no maintenance responsibility for the permitted use. The City shall not be responsible for damage to the franchisee’s equipment or property by the City or by

utility (public or franchised private) crews while performing normal maintenance work in the public right-of-way or easements. The City assumes no liability for personal injury or property damages as of a result of the placement of Franchisee's equipment and the applicant shall indemnify and hold the City harmless from actions, claims, costs, damages, and expenses to which the City may be subjected arising out of the placement of franchisee equipment in the public right-of-way.

Section 5: That upon notice from the Mayor or appropriate city departments (as established by the Mayor), the franchisee shall remove the permitted items from the public right-of-way or easement at their own expense for any public improvement project or if the situation becomes a public nuisance.

Section 6. All laws, ordinances, resolutions, and parts of the same that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

PASSED this 11th day of October, 2022.

Approved:

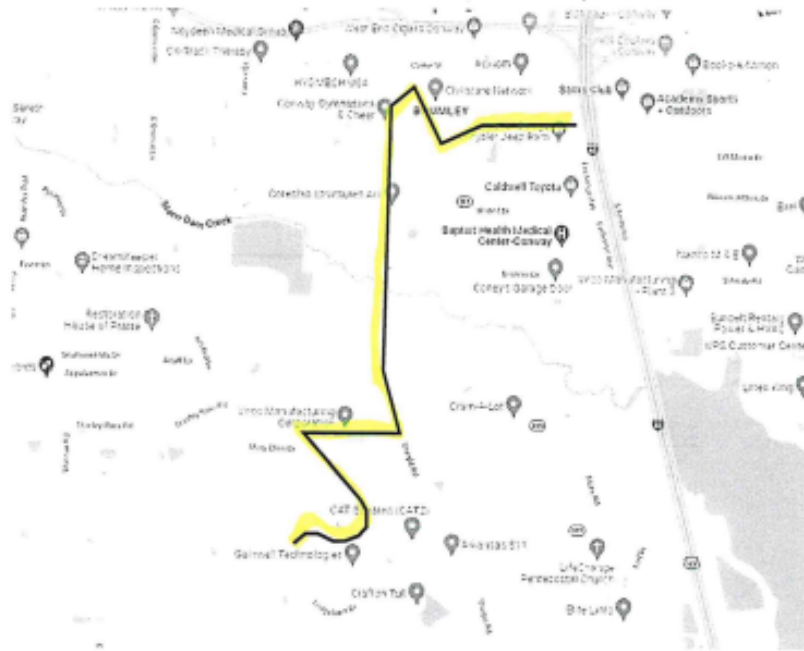
Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



PROJECT NAME: BLUE CROSS BLUE SHIELD DATA CENTER
ADDRESS: 600 LEDGELAWN DR, CONWAY, AR 72034



LOCATION MAP

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter "Agreement") is entered into between the City of Conway (hereinafter "City") and Unite Private Networks, and its subsidiaries (hereinafter "Unite").

WHEREAS, City has been requested by Unite to grant it a franchise to use the public streets, rights-of-way and airspace to construct and maintain an expansion of Unite Private Networks' core network from North Little Rock and Little Rock to Conway for a business customer on their network, Blue Cross and Blue Shield Data Center, a business which has requested communications services in Conway. The project will require limited use of the public streets and rights-of-way as set forth in the map and technical drawings, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, City is willing to give Unite a franchise for the limited use of the public streets and rights-of-way for the project.

Now, therefore, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration as set forth herein, the parties agree as follows:

Section 1. Definitions. For the purposes of this Agreement, the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- (a) "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication or data transmission services.
- (b) "Gross Revenues" – All revenues, (excluding sales tax, extension, terminal equipment, toll, access, yellow pages and miscellaneous equipment revenues) collected by Unite: for local intrastate wireline telecommunications services and/or video services provided by Unite and billed to its end user customers, in both respects, within the corporate limits of the City and from operation of the Company's Network installed pursuant to this Agreement.

Notwithstanding the foregoing definition, the term Gross Revenues shall not include the following: (1) those revenues that Unite has received or will receive from another telecommunications service provider and upon which the other telecommunications provider has paid or will pay a franchise fee, and (2) revenues that Unite has received from its corporate parent, subsidiary, or an affiliate.

- (c) "Public Improvement" - means any existing or contemplated facility, building, or Capital Improvement Project, owned, occupied or used by the City, including without limitation streets,

alleys, sidewalks, sewer, water, drainage, Rights-of-Way improvements, and Public Projects.

- (d) "Public Project" - means any project, or that portion thereof, planned, undertaken or financed through the City or any governmental entity for construction, reconstruction, maintenance, or repair of Public Improvements, or for any other purpose of a public nature or in the public interest. In designating a project as a Public Project, the City shall use reasonable discretion.
- (e) "Public Right-of-Way" - means all City real property, including air rights, as well as any area of real property in which the City has a dedicated or acquired right-of-way interest in the real property, excluding properties in which the City's interest is merely an easement for public pedestrian and bicycle ingress and egress. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- (f) "Private Development Project" - means a project, or that portion thereof, planned, undertaken or financed by a non-governmental third-party that is primarily for the benefit and use of the third party. As used herein, the term Private Development Project does not include any project or portion that is a Public Project.
- (g) "Unite" - means Unite Private Networks, LLC, and its subsidiaries, a telecommunications service provider, providing service within the City. References to Unite shall also include, as appropriate, any and all successors and assigns.
- (h) "Telecommunication Services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Section 2. Agreement to Grant Franchise.

(a) In exchange for consideration described herein, the City shall grant to Unite by separate ordinance a nonexclusive license to construct, maintain, extend and operate its Facilities along, across, upon or under any Public Right-of-Way that is necessary for the purpose of supplying Telecommunication Services to the consumer as specified herein and in Exhibit A for the Franchise Term, as defined in Section 7 of this Agreement, which shall be subject to the terms and conditions stated herein (hereinafter the "Franchise").

(b) The grant of the Franchise by the City shall not convey title, equitable or legal, in the Public Right-of-way, and shall give only the right to occupy the Public Right-of-Way, for the purposes and for the period stated in this Agreement. Further, the grant of the Franchise by the City shall not:

- (1) Grant the right to use Facilities or any other property, telecommunications-related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
- (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public Right-of-Way, specifically including, but not limited to, parkland property, City Hall property, public works facility property, or the Tucker Creek trail system and any easement merely authorizing public ingress and egress to and from that trail system; or
- (3) Excuse Unite from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party; or,
- (4) Negate any provision of the City's utility relocation policy as it may exist as of the execution of this Agreement, or as it may be created or amended in the future.

(c) As a condition of the grant of the Franchise, Unite shall obtain and be responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate entity including but not limited to Conway Corporation. Unite shall also comply with all applicable laws, statutes and/or City regulations (including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property).

(d) The authority to occupy the Public Right-of-Way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with State or Federal Law.

Section 3. Use of Public Right-of-Way.

(a) As part of the Franchise, Unite shall be granted the right to construct, maintain and operate its Facilities along, across, upon and under the Public Right-of-Way only to the extent necessary to construct the facilities as set forth and described in the attached plans, marked as Exhibit A and incorporated herein. Such Facilities shall be so constructed and maintained by Unite as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct legal use of the Public Right-of-Way by the City or other utilities.

(b) Unite's use of the Public Right-of-Way under the Franchise shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its powers in its administration and regulation related to the management of the Public Right-of-Way. Unite shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances currently in effect or hereinafter adopted by the City relating to the construction and use of the Public Right-of-Way.

(c) In exchange for the grant of the Franchise, Unite shall comply with the following:

- (1) Unite's use of the Public Right-of-Way under the Franchise shall in all matters be subordinate to the City's use or occupation of the Public Right-of-Way. Without limitation of its rights, the City expressly reserves the right to exercise its governmental powers now and hereafter vested or granted in the City. Unite shall coordinate the installation of its Facilities in the Public Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to impact or be impacted by such Public Improvement as defined in the City's engineering design standards and construction specifications.
- (2) All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Public Right-of-Way damaged or removed by Unite in its activities under this Agreement or the Franchise shall be fully repaired or replaced promptly by Unite without cost to the City to the reasonable satisfaction of the City; however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this Agreement shall require Unite to repair or replace any materials, trees, flowers, shrubs, landscaping or structures that interfere with Unite's access to any of its Facilities located in a utility easement. Any excavation, back filling, repair and restoration, and all other work performed in the rights-of-way shall be done in conformance with the City's engineering design standards and construction specifications, as promulgated by the City. The City has the authority to inspect the repair or replacement of the damage, and if necessary, to require Unite to do the additional necessary work. At the time of any inspection, the City Engineer may order the immediate cessation of any work, which poses a threat to the life, health, safety, or wellbeing of the public. Notice of the unsatisfactory restoration and the deficiencies found will be provided to Unite and a reasonable time not to exceed thirty (30) days will be provided to allow for the deficiencies to be corrected.
- (3) Except in the event of an emergency, as reasonably determined by the City, Unite shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction,

reconstruction, repair, or relocation of Facilities which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.

- (4) Unite shall maintain and file with the City updated maps, in such form as may be required by the City, providing the location and sufficient detail of all existing and new facilities in the Public Right-of-Way, and such other related information as may be reasonably required by the City. Such maps shall be updated and kept current with the City at all times during the Franchise Term as defined in this Agreement.
- (5) Unite shall be responsible for its costs that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Public Right-of-Way.
- (6) That upon notice from the Mayor or appropriate city departments (as established by the Mayor), the franchisee shall remove the permitted items from the public right-of-way or easement at their own expense for any public improvement project or if the situation becomes a public nuisance. FAILURE TO DO SO CAN RESULT IN THE TERMINATION OF THIS AGREEMENT AND THE FRANCHISE AND AN ORDER TO REMOVE ALL FACILITIES AT UNITE'S EXPENSE WITHOUT RESCOURSE AGAINST THE CITY.
- (7) Unite shall take adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If Unite fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City.
- (8) At a minimum, and without limitation, Unite shall comply with all building and zoning codes currently in force or hereafter enacted in the City.
- (9) Unite shall comply with all technical and zoning standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Public Right-of-Way, as required by present and future Federal, State, and City ordinances and regulations.
- (10) Permission shall be granted to Unite to trim trees upon and overhanging the Right-of-Way if such trimming is necessary to prevent imminent damage to the Facilities. For routine trimming operations, customers shall be contacted by Unite at least one (1)-week in advance by either personal contact or by informational door hanger.

Section 4. Indemnity and Hold Harmless Provisions.

(a) Unite (the “Indemnifying Party”) shall indemnify, defend and hold harmless the City, its directors, officers, employees, representatives, members, partners, trustees and affiliates (collectively the “Indemnified Party”) from and against any and all costs, liabilities, losses and expenses (including, but not limited, reasonable attorneys’ fees) resulting from any claim, demand, suit, action, judgment, loss or proceeding brought against the Indemnified Party for:

- (1) personal injury including death;
- (2) damage to any personal or real property;
- (3) any unauthorized use of the facilities of the Indemnified Party; or
- (4) a violation of any United States intellectual property right including patents, copyrights, trademarks, or service marks all of which must be established under United States Law, arising directly or indirectly from the negligence or intentional acts or omissions of the Indemnifying Party or its directors, officers, employees, contractors, representatives or agents. If Unite and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Arkansas without, however, waiving any governmental immunity available to the City under State Law and without waiving any defenses of the parties under State or Federal Law.

(b) During any construction phase, Unite shall have in place commercial, general liability, and automobile liability insurance in amounts acceptable to the City. Evidence of such insurance shall be presented to the City for its approval as a condition precedent to the commencement of any construction or installation of Facilities within the Public Right-of-Way pursuant to the franchise hereby granted.

Section 5. Reservation of Rights.

(a) The City specifically reserves its right and authority as a customer of Unite and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Unite’s rates and services to ensure the rendering of efficient Telecommunications Service and any other services at reasonable rates, and the maintenance of Unite’s property in good repair.

(b) In entering into this Agreement, neither the City’s nor Unite’s present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into this Agreement, neither the City nor Unite waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Unite may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present

or future laws, non-franchise ordinances and/or rulings.

Section 6. Failure to Enforce. The failure of either the City or Unite to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or Unite unless said waiver or relinquishment is in writing and signed by both the City and Unite. This provision does not apply to Unite's requirements under Section 3 (c) (4) above, nor shall it preclude the City from declaring that the franchise is abandoned should Unite declare bankruptcy, enter into receivership, or have any action occur which leads to its continued failure to meet all of the terms of this franchise for a period of three (3) consecutive months.

Section 7. Term and Termination Date.

(a) The Franchise granted shall be effective for a term of ten (10) years from the effective date of the ordinance granting it (the "Franchise Term"). Thereafter, this Agreement and the Franchise granted will renew for additional five (5)-year terms, unless either party notifies the other party of its intent to terminate or renegotiate the franchise at least 180 days before the termination of the then current term. Any such additional term shall be deemed a continuation of the Franchise Term and not as a new franchise or amendment.

(b) Upon written request of either the City or Unite, the terms of the Franchise to be granted shall be renegotiated at any time, in accordance with the requirements of State Law, if any of the following events occur: changes in Federal, State, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Unite.

(c) In the event the parties are actively negotiating in good faith new franchise terms or an amendment to the franchise hereby granted when the Franchise Term expires, the parties may by written mutual agreement extend the Franchise Term to allow for further negotiations. Any such extension period shall be deemed a continuation of the Franchise Term and not a new franchise license or amendment.

(d) The franchise hereby granted and the exercise of any power under it by Unite shall be subject to any changes in local, state, or federal law or regulation, as well as to any City utility relocation policy which may be currently in effect or enacted in the future.

Section 8. Point of Contact and Notices. Unite shall at all times during the Franchise Term maintain with the City a local point of contact who shall be available at all times to act on behalf of Unite in the event of an emergency. Unite shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Unite to the City may be made by telephone to the City Clerk or the City Engineer. All other notices between City and Unite shall be in writing and shall be made by personal

delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Unite observed holidays excepted.

If to City:

Office of the Mayor
1111 Main Street
Conway, Arkansas 72034
(501) 450-6100

If to Unite:

Unite Private Networks, LLC
Attn: Charlene White
1511 Baltimore Avenue, 2nd Floor
Kansas City, MO 64108
(816) 903-9400

Section 9. Transfer and Assignment. The Franchise shall be granted solely to Unite and shall not be transferred or assigned without the prior written approval of the City, which shall be in accordance with applicable law; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, between wholly owned subsidiaries, or to an entity acquiring all or substantially all of Unite's assets, upon written notice to the City.

Section 10. Force Majeure. Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Unite's or the City's control.

Section 11. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase or word of this Agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the Agreement

Section 12. Conflict with Franchise Ordinance. In the event of any conflict between the provisions of this Agreement and those of the ordinance granting the Franchise herein described, the City and Unite agree that the provisions of the ordinance shall govern.

Section 13. Entire Agreement. This Agreement represents the entire understanding between the City and Unite and all prior negotiations, discussions and representations are merged and incorporated herein. It may

not be altered, amended or modified in any respect except by written instrument signed by the party to be bound, and shall be construed in accordance with the laws of the State of Arkansas. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of such counterparts shall constitute one and the same instrument.

Agreed:

Bart Castleberry, Mayor
City of Conway, Arkansas

Date

Charlene White, VP
Unite Private Networks, LLC

Date Real Estate



**City of Conway, Arkansas
Resolution No. R-22-___**

A RESOLUTION APPROVING THE CONWAY REGIONAL AIRPORT FIVE YEAR CAPITAL IMPROVEMENT PLAN AND PROFESSIONAL ENGINEERING AND SUPPORT SERVICES FOR THE RUNWAY 4-22 REHABILITATION PROJECT; AND FOR OTHER PURPOSES

Whereas, the Conway Regional Airport submits a Capital Improvement Plan (CIP) to the Federal Aviation Administration (FAA) each year; so funding can be allocated to the airport for projects listed within the capital improvement plan; and

Whereas, the Runway 4-22 Rehabilitation (Joints & Markings) is a priority project for the Airport, since no significant rehabilitation effort has been made since the original construction in 2012; and

Whereas, Garver has assisted the airport in the CIP process and other major improvements, and we would like to request a continuation of airport planning services for the Conway Regional Airport; and

Whereas, funding for these professional services will come from the grant received from the Bipartisan Infrastructure legislation (BIL) with a 90/10 split, and the match funding, a request will be made for it to be covered by the Arkansas Department of Aeronautics.

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

Section 1. The City of Conway shall approve the Runway 4-22 Rehabilitation (Joints & Markings) project listed in the Regional Airport Capital Improvement Plan.

Section 2. The City of Conway shall enter into an agreement with Garver Engineers, Inc. for the Runway 4-22 Rehabilitation (Joints and Markings) project in the amount of \$58,400 and authorized the Mayor to sign all required documents.

Section 3. All resolutions in conflict herewith are repealed to the extent of the conflict.

PASSED this 11th day of October, 2022.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-22-___**

AN ORDINANCE AMENDING O-10-12, AS AMENDED, WHICH ESTABLISHED THE CONWAY HISTORIC DISTRICT COMMISSION STANDARDS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

Whereas, Ordinance O-10-12 established the Conway Historic District Commission Standards; and

Whereas, Ordinances O-15-124 and O-15-137 subsequently amended those standards; and

Whereas, the City of Conway is in the process of selecting a contractor to provide consulting architect services for the Historic District Commission; and

Whereas, it shall be no longer necessary to have an architect on the Historic District Commission serve an unlimited number of terms due to these services;

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

SECTION 1. Paragraph A, Section 1 of Ordinance O-10-12, as amended, shall be amended as follows:

- A. There is hereby created the Conway Historic District Commission pursuant to the authority contained in ACA § 14-172-2-1et seq, which provisions of said statutes are hereby adopted.

The Historic District Commission shall consist of seven (7) members appointed by the Mayor with the advice and consent of the City Council.

Members shall be residents of Conway and demonstrate a positive interest in historic preservation, possessing interest, expertise, experience, or education in architecture, history, urban planning, building rehabilitation, real estate, archaeology, conservation, preservation, or related fields.

Members may not be salaried city employees or hold an elective municipal office. Commission membership shall include:

- One (1) representative of the Pine Street Community Development Corporation.
- One (1) representative of the Conway Downtown Partnership.
- Two (2) residents and/or property owners in a locally designated or national registered historic district or the Old Conway Design Overlay District.
- Two (2) citizen's of Conway.
- One (1) architect or other appropriate design professional.

Section 2. All ordinances in conflict herewith are repealed to the extent of the 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 11th day of October, 2022.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



CITY OF CONWAY
Planning and Development

1111 Main Street
Conway, AR 72032

T 501.450.6105
F 501.450.6144

www.conwayarkansas.gov

October 11th, 2022

Re: HDC Architect Position

Mayor and Council Members,

Enclosed with this memo is an ordinance to amend the Historic District Commission Standards concerning terms for the architect position on the Historic District Commission (HDC). Staff is in the midst of the procurement process to select an architect to provide services to HDC on an ad-hoc basis when design issues arise where architectural expertise is needed. This architect shall serve as a consultant to the city and shall not be a member of the HDC. Currently, there is a designated architect role on the HDC which can serve any number of terms. Given the proposed changes, an unlimited number of terms will no longer be necessary. The included ordinance will still seek an architect/appropriate design professional for membership on the board, but shall apply normal term limits for such seat on the HDC.

Please contact me at (501) 450-6105 or james.walden@conwayarkansas.gov if you have any questions or concerns.

Respectfully,

James P. Walden, AICP
Director of Planning and Development

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF ARKANSAS

COUNTY OF FAULKNER

I Charles Finkenbinder, City of Conway, with office located at 1234 Main Street, Conway, AR 72034, having personal knowledge of the facts herein state:

1. I am the City Attorney of the City of Conway, acting on behalf of, and within the authority of the City of Conway;
2. That the following instrument, through inadvertence, mistake, and error, contains a scrivener's error in the document listed below:

Instrument:	Warranty Deed with Relinquishment of Dower, Book 273 Page 583
Grantor:	Conway Corporation
Grantee:	City of Conway
Date of Instrument:	July 17, 1979
Recorded:	July 20, 1979

3. This Affidavit is being filed for record in the County of Faulkner, State of Arkansas, for the purpose of CORRECTING THE COMMONLY REFERRED TO NAME OF THE PROPERTY. In the present deed the property is mistakenly referred to as "Gatlin Park" instead of the correct spelling of "Gatling Park." THE PROPERTY IS COMMONLY KNOWN AS AND SHOULD BE LISTED AS FOLLOWS: GATLING PARK.

Signed under the penalties of perjury this ___ day of _____, 2022.

Charles Finkenbinder, City Attorney

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF ARKANSAS

COUNTY OF FAULKNER

On this _____ day of _____, 2022, before me appeared CHARLES FINKENBINDER, personally known to me to be the person ho executed the foregoing instrument and being sworn by me stated that the facts and matters stated therein are true according to the best of his knowledge and belief, and acknowledged to me that he executed the same as his free act and deed.

Notary Public

My commission expires:
