

Aldermen

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Ward 1 Position 1 – Andy Hawkins
Ward 1 Position 2 – David Grimes
Ward 2 Position 1 – Mark Vaught
Ward 2 Position 2 – Shelley Mehl
Ward 3 Position 1 – John Thompson
Ward 3 Position 2 – Mary Smith
Ward 4 Position 1 – Theodore Jones, Jr.
Ward 4 Position 2 – Shelia Whitmore

City of Conway, Arkansas
5:30pm -- Committee Meeting:
MEMS Annual Report
6:30pm -- City Council Meeting
Courtroom in District Court Building
810 Parkway, Conway, AR 72034
October 28th, 2008

1. Call to Order
2. Roll Call
3. Minutes: *October 8th & October 14th, 2008*
4. Recognition of Guests: *Employee Service Awards*
5. Public Hearings:
6. Report of Standing Committees:
 - A. Economic Development Committee (Airport, Conway Corporation, CDC, Downtown Partnership)
 1. Resolution authorizing the Mayor to sign an extension of the power coordination and interchange agreement between Entergy Arkansas and the City.
 - B. Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)
 1. Consideration to change the next regular scheduled City Council meeting (November 11th, 2008) to an alternative date.
 2. Resolution setting a public hearing to discuss the closure of a 20' alley lying in Block 73 of the Boulevard Addition.
 3. Consideration to purchase the residual 0.69 acres of right of way from Mr. Johnny Irby for the Salem Road Extension to U.S. 64.
 4. Ordinance accepting the annexation of land on Prince Street and Lee Andrew Lane to the City.
 5. Ordinance to rezone property located at 2100 Spring Valley Drive, east of KIDZ University and south of Ellen Smith Elementary School, from A-1 to O-2.
 6. Ordinance to allow indoor firing range in the I-3 Industrial Zoning District with a conditional use permit.
 7. Ordinance rezoning property located at 2730 Dave Ward Drive from RMH to MF-1.
 8. Consideration of a conditional use permit to allow MF-2 density for property located at 2730 Dave Ward Drive.

9. Ordinance to rezone property located on the northwest corner of the intersection of South Donaghey Avenue and Moix Boulevard from O-1 to MF-3.
10. Consideration of conditional use permit to allow retail – general and hotel for property located along the south side of Dave Ward Drive on both sides of Moix Boulevard.
11. Discussion/Ordinance amending the sign ordinance of the Conway Zoning Ordinance.

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

1. Ordinance waiving bids & entering into an agreement for contracted services with Terracon Consultants for the Conway Sanitation Department.
2. Consideration of approval to change the name of First State Soccer Park to Centennial Park.
3. Consideration to annex Cadron Settlement Park into the City limits.

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

1. Ordinance waiving bids to purchase a HP ProCurve switch for the Conway Police Department.

7. Old Business

- A. Consideration of a recommendation from Council for an unauthorized boat dock owned by Phillip Brown located at 26 Lakeview Drive.

8. New Business

- A. Consideration of a request by Shawn Demers & Michael Chambers for a franchise permit to operate a taxi cab service.

Adjournment



**City of Conway, Arkansas
Resolution No. R-08-_____**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN EXTENSION OF THE
POWER COORDINATION AND INTERCHANGE AGREEMENT BETWEEN ENTERGY
ARKANSAS, INC. AND THE CITY OF CONWAY**

WHEREAS, the Power Coordination and Interchange Agreement between the City of Conway and Entergy Arkansas, Inc. for the delivery of power and energy produced at the jointly-owned generating stations at White Bluff and Independence and replacement energy during periods of system constraints and unit constraints is scheduled to expire on December 31, 2010; and

WHEREAS, The City of Conway and Entergy Arkansas, Inc. wish to extend the term of the Power Coordination and Interchange Agreement until December 31, 2015; and

WHEREAS, the Board of Directors and management of Conway Corporation have recommended the extension of this Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Conway, Arkansas that the City Council authorizes the Mayor to sign the Power Coordination and Interchange Agreement on behalf of the City of Conway.

ADOPTED AND APPROVED THIS 28th day of October, 2008

Mayor Tab Townsell

Attest:

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

Resolution of the Board of Directors of Conway Corporation

A RESOLUTION APPROVING AN EXTENSION OF THE POWER COORDINATION AND INTERCHANGE AGREEMENT BETWEEN ENTERGY ARKANSAS, INC. AND THE CITY OF CONWAY

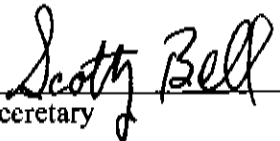
WHEREAS, The City of Conway and Entergy Arkansas, Inc. are parties to a Power Coordination and Interchange Agreement for the delivery of power and energy produced at their jointly-owned steam electric generating stations, White Bluff and Independence, and for replacement energy from those stations during periods of system constraints and unit constraints; and

WHEREAS, The City of Conway and Entergy Arkansas, Inc. desire to extend the term of the Power Coordination and Interchange Agreement until December 31, 2015; and

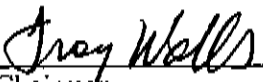
WHEREAS, the management of Conway Corporation has recommended the extension of the Power Coordination and Interchange Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Conway Corporation recommends the extension of the Power Coordination and Interchange Agreement to December 31, 2015 to the City Council of the City of Conway, Arkansas.

Adopted this 21st day of October, 2008



Secretary



Chairman



City of Conway, Arkansas
Resolution No. O-08- _____

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A 20' ALLEY
 RUNNING NORTH AND SOUTH THROUGH BLOCK 73 OF BOULEVARD ADDITION:**

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by University of Central Arkansas (UCA)/Sowell & Russell Architects/Tim Tyler Surveying & Mapping, Inc. to abandon a 20' alley in the 73rd Block of Boulevard Addition, shown in Plat Book "A", Page 46, Faulkner County Records 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 District Court Building, 810 Parkway Street, Conway, Arkansas, on the _____ day of November, 2008 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

PASSED this 28th day of November, 2008.

APPROVED:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

**Petition of written consent for the
Vacating of Streets and Alleys
For the intent of Public Use**

Name of Street or Alley, (or portion thereof), to be vacated:

a 20' alley running North and South through Block 73 of Boulevard Addition to the
City of Conway, Faulkner County, Arkansas, as shown in Plat Book "A", Page 46,
Faulkner County Records.

Abutting property owners:

Name

Address

University of Central Arkansas

#201 Donaghey Avenue, Conway, AR 72035

Robin Nix, Interim VP of Advancement
Representative's Printed Name


Signature

10-21-08
Date

MEMORANDUM

6B-3

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.
CITY ENGINEER

DATE: October 21, 2008

REFERENCE: Salem Road Extension to U.S. 64

The developer of Hometown Subdivision was not able to reach a suitable agreement with Johnny Irby in regard to the purchase of the residual Right of Way reserved by Mr. Irby for the Salem Road Railroad Overpass. I am requesting approval and funding in the amount of \$34,500 to purchase the residual 0.69 acre right of way that Mr. Irby reserved. The value of the land is based on the \$50,000 per acre appraisal presented in the Coats Appraisal Service appraisal.

The original Salem Road Railroad overpass project plans presented a right of way that would connect the overpass to Meadowlake Road. Mr. Johnny Irby sold land adjacent to this proposed Right of Way to a developer reserving the future right of way required for the overpass project.

The change in the alignment of the overpass to connect to the Salem Extension to U.S. 64 resulted in part of the Right of Way that Mr. Irby reserved not now required for the Salem Road Railroad Overpass. This property has a shape that makes it likely undevelopable. As part of the right of way agreement with Mr. Irby for property the city acquired for the Salem Road Extension to U.S. 64, the city agreed to purchase this right of way when the overpass right of way plans were finalized.



City of Conway, Arkansas
Ordinance No. O-08-_____

AN ORDINANCE ACCEPTING THE ANNEXATION OF LAND ON PRINCE STREET AND LEE ANDREW LANE TO THE CITY OF CONWAY, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

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

Whereas, a public hearing was held on the 23RD day of September 2003, regarding these proposed annexations; and

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

SECTION 1. That the City of Conway, Arkansas, hereby described territory, annexed to said City by the order of the County Court of Faulkner County, Arkansas, heretofore entered on the 28th day of October 2008 and said territory being situated in Faulkner County, Arkansas, shall be part of the City of Conway and shall be zoned **A-1** and described as follows:

Tract #1: A part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, and a part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, all in T5N, R14W, Faulkner County, Arkansas, described as beginning at a point on the north line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ which is 565 feet east of the northwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, and run thence south 252.0 feet; thence N-81-19-E 279.18 feet; thence north 210 feet to the south line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8; thence east 152.9 feet; thence N-00-21-E to the centerline of Prince Street; thence southwestwardly along and with said centerline to a point due north of the point of beginning; thence south to the point of beginning.

Tract #2: A part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, and a part of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 17, all in T5N, R14W in Faulkner County, Arkansas described as beginning at a point of the north line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ which is 565.0 feet east of the northwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ and run south 264 feet; thence west 532.18 feet; thence N-00-14-28-E 89.02 feet; thence west 36 feet to a point on the west right of way of Lee Andrew Lane; thence S-36-04-45-W 166.66 feet; thence S-50-10-40-W 213.57 feet; thence S-65-56-50-W 264.15 feet; thence N-00-03-35-E to the centerline of Prince Street; thence eastwardly along and with such centerline to a point due north of the point of beginning; thence south to the point of beginning.

and that the above said -- described lands and territory be, and the same hereby are, declared to be a part of the City of Conway, Faulkner County, Arkansas.

SECTION 2. That the City of Conway hereby accepts the following section(s) of street(s) as public street(s) for maintenance and for the purpose of providing street frontage for the issuance of building permits.

SECTION 3. That unless a street is specifically named in this ordinance as being accepted for maintenance or to provide street frontage for the issuance of building permits, it shall not be accepted for either purpose.

SECTION 4. From and after this date, the inhabitants residing within and upon the hereinabove described lands and territory shall have and enjoy all the rights and privileges of, and be subject to all the laws, rules, ordinances, limitations, and regulations imposed upon the inhabitants with the original city limits of City of Conway, Arkansas, and for voting purposes, said lands are hereby assigned to and designated as a part of **Ward 1** of the City of Conway, Arkansas. All necessary urban services, such as police and fire protection, shall be extended to such area within a reasonable time.

SECTION 5. It is hereby ascertained and declared that it is necessary for the protection and preservation of the public health and safety that the foregoing ordinance shall take effect and be in force from and after its passage and publication.

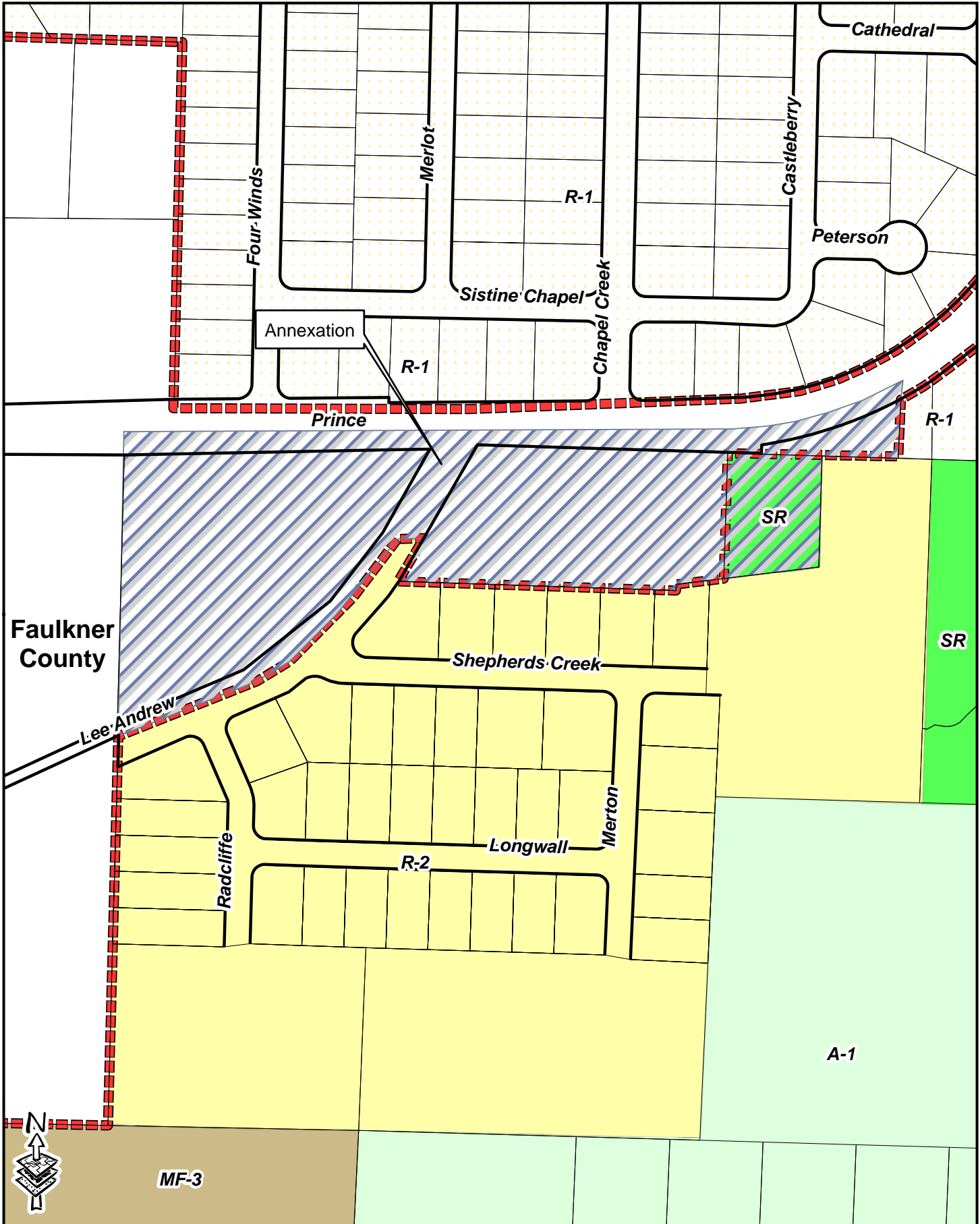
PASSED this 28th day of October, 2008

APPROVED:

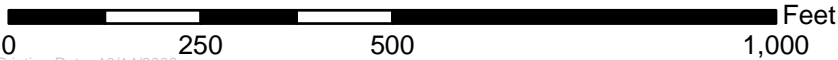
ATTEST:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



**Salem Missionary Church
Annexation to A-1**



HENRY & HENRY

ATTORNEYS AT LAW

P.O. BOX 1107

CONWAY, ARKANSAS

72033

627 LOCUST AVENUE • 72034

PHONE NO. (501) 329-5623

FAX NO. (501) 329-7816

J. WENDELL HENRY (1958)

ROBERT W. HENRY

CLIFFORD J. HENRY

OF COUNSEL: STEELE HAYS

September 23, 2003

COPY

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

Dear Mayor Townsell:

Pursuant to directions from the Planning Commission I enclose a copy of the order of the County Court releasing the lands described therein to be annexed to the City of Conway.

I am also sending a copy of the order to City Attorney Mike Murphy as I understand his office will prepare and present an appropriate ordinance annexing the land and assigning it a zoning classification.

If there is anything further I need to do please call me.

Yours very truly,

HENRY & HENRY

By


Robert W. Henry

RWH/pks
Enclosure

cc: Michael Murphy

IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSAS

EX PARTE: IN THE MATTER OF THE
ANNEXATION OF CERTAIN LANDS TO
THE CITY OF CONWAY, ARKANSAS

FILED

2003 SEP 23 A 10:31

MELINDA REYNOLDS
COUNTY CLERK

NO.03-66

ORDER

AR

DC

On this 23rd day of September, 2003, comes Four Winds, Inc. and Salem Missionary Baptist Church, by their attorney, Robert W. Henry, and this cause coming on to be heard is submitted on the petition of said Four Winds, Inc. and Salem Missionary Baptist Church, duly verified, with exhibit thereto, praying for annexation to said City of certain lands described therein, proof of publication of notice of annexation, and after a public hearing being had thereon, all as required by law, and other matters before the Court, and the Court being well and sufficiently advised, finds:

That Four Winds, Inc. and Salem Missionary Baptist Church, are the owners and occupants of the following described lands in Faulkner County, Arkansas:

A part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, and a part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, all in Township 5 North, Range 14 West, in Faulkner County, Arkansas, described as beginning at a point on the North line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ which is 565 feet East of the Northwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, and run thence South 252.0 feet; thence North 81 degrees 19 minutes East 279.18 feet; thence North 210 feet to the South line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8; thence East 152.9 feet; thence North 00 degrees 21 minutes East to the centerline of Prince Street; thence Southwestwardly along and with said centerline to a point due North of the point of beginning; thence South to the point of beginning.

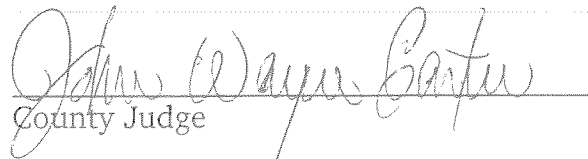
Also, a part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, and a part of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 17, all in Township 5 North, Range 14 West in Faulkner County, Arkansas described as beginning at a point of the North line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ which is 565.0 feet East of the Northwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ and run South 264 feet; thence West 532.18 feet; thence North 00 degrees 14 minutes 28 seconds East 89.02 feet; thence West 36 feet to a point on the West right-of-way of Lee Andrew Lane; thence South 36 degrees 04 minutes 45 seconds

West 166.66 feet; thence South 50 degrees 10 minutes 40 seconds West 213.57 feet; thence South 65 degrees 56 minutes 50 seconds West 264.15 feet; thence North 00 degree 03 minutes 35 seconds East to the centerline of Prince Street; thence Eastwardly along and with such centerline to a point due North of the point of beginning; thence South to the point of beginning.

That all of the above described lands are situated without the corporate limits of said City of Conway, but same are contiguous to and adjoin said City, and are within Faulkner County, Arkansas; that a map of said lands was attached to said petition, and made a part thereof;

That a public hearing was duly held on September 23, 2003, at 10:30 o'clock a.m., in the chambers of the judge of this court, after notice of such hearing having been duly given by publication in the Log Cabin Democrat, a newspaper of general circulation published in Conway, Arkansas, in the manner and for the time required by law; that no person appeared at such hearing, and that no objections to such petition for annexation were made or filed therein.

WHEREFORE, it is by the Court considered, ordered and adjudged that the hereinabove described lands may be annexed to and become a part of the City of Conway, Faulkner County, Arkansas.


County Judge

DATED: September 23, 2003

Prepared by:

Robert W. Henry
Arkansas Bar No. 53014

5110650
08.50
5/17/2018

RESOLUTION R-03-31

A RESOLUTION ESTABLISHING THE INTENT OF THE CITY OF CONWAY TO ANNEX CERTAIN LANDS ALONG PRINCE STREET AND LEE ANDREW DRIVE.

Whereas, the City Council of the City of Conway, Arkansas, has been informed that Saltem Missionary Baptist Church and Four Winds Chapel have petitioned or will petition the County Court of Faulkner County, Arkansas, for annexation into the City of Conway, Arkansas, the following described lands in Faulkner County, Arkansas:

A part of the SE1/4 SE1/4 of Section 8, and a part of the NE1/4 NE1/4 of Section 17, all in T5N, R14W, Faulkner County, Arkansas, described as beginning at a point on the north line of said NE1/4 NE1/4 which is 565 feet east of the northwest corner of said NE1/4 NE1/4, and run thence south 252.0 feet; thence N-81-19-E 279.18 feet; thence north 210 feet to the south line of said SE1/4 SE1/4 of Section 8; thence east 152.9 feet; thence N-00-21-E to the centerline of Prince Street; thence southwestwardly along and with said centerline to a point due north of the point of beginning; thence south to the point of beginning.

Also, a part of the SE1/4 SE1/4 of Section ⁸8, and a part of the N1/2 NE1/4 of Section 17, all in T5N, R14W in Faulkner County, Arkansas described as beginning at a point of the north line of said N1/2 NE1/4 which is 565.0 feet east of the northwest corner of said NE1/4 NE1/4 and run south 264 feet; thence west 532.18 feet; thence N-00-14-28-E 89.02 feet; thence west 36 feet to a point on the west right of way of Lee Andrew Lane; thence S-36-04-45-W 166.66 feet; thence S-50-10-40-W 213.57 feet; thence S-65-56-50-W 264.15 feet; thence N-00-03-35-E to the centerline of Prince Street; thence eastwardly along and with such centerline to a point due north of the point of beginning; thence south to the point of beginning.

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

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

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

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

RESOLUTION R-03-31 Continued

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

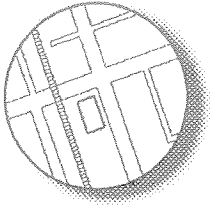
Passed this 29th day of July, 2003

APPROVED:

Tab Townsell
Tab Townsell, Mayor

ATTEST:

Michael O. Garrett
Michael O. Garrett, City Clerk



PLANNING DEPARTMENT

City of Conway
1201 OAK STREET
CONWAY, AR 72032
(501) 450-6105

July 22, 2003

Council Members
Conway, AR 72032

Dear Council Members:

A request for annexation by Robert W. Henry for the property which is located on the southeast and on the southwest corners of the intersection of Prince Street and Lee Andrew Lane with the legal description:

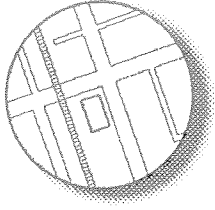
A part of the SE1/4 SE1/4 of Section 8, and a part of the NE1/4 NE1/4 of Section 17, all in T5N, R14W, Faulkner County, Arkansas, described as beginning at a point on the north line of said NE1/4 NE1/4 which is 565 feet east of the northwest corner of said NE1/4 NE1/4, and run thence south 252.0 feet; thence N-81-19-E 279.18 feet; thence north 210 feet to the south line of said SE1/4 SE1/4 of Section 8; thence east 152.9 feet; thence N-00-21-E to the centerline of Prince Street; thence southwestwardly along and with said centerline to a point due north of the point of beginning; thence south to the point of beginning.

Also, a part of the SE1/4 SE1/4 of Section 6, and a part of the N1/2 NE1/4 of Section 17, all in T5N, R14W in Faulkner County, Arkansas described as beginning at a point of the north line of said N1/2 NE1/4 which is 565.0 feet east of the northwest corner of said NE1/4 NE1/4 and run south 264 feet; thence west 532.18 feet; thence N-00-14-28-E 89.02 feet; thence west 36 feet to a point on the west right of way of Lee Andrew Lane; thence S-36-04-45-W 166.66 feet; thence S-50-10-40-W 213.57 feet; thence S-65-56-50-W 264.15 feet; thence N-00-03-35-E to the centerline of Prince Street; thence eastwardly along and with such centerline to a point due north of the point of beginning; thence south to the point of beginning.

was reviewed by the Planning Commission at their regular meeting on July 21, 2003. The Planning Commission voted 7-0 that the request be sent to the City Council with a recommendation of approval.

Yours truly,

Charlotte Jones
Chair
Conway Planning Commission



PLANNING DEPARTMENT

City of Conway
1201 OAK STREET
CONWAY, AR 72032
(501) 450-6105

July 22, 2003

Robert W. Henry
Henry & Henry
PO Box 1107
Conway, AR 72033

Dear Mr. Henry,

Your request for annexation of the property which is located on the southeast and on the southwest corners of the intersection of Prince Street and Lee Andrew Lane with the legal description:

A part of the SE1/4 SE1/4 of Section 8, and a part of the NE1/4 NE1/4 of Section 17, all in T5N, R14W, Faulkner County, Arkansas, described as beginning at a point on the north line of said NE1/4 NE1/4 which is 565 feet east of the northwest corner of said NE1/4 NE1/4, and run thence south 252.0 feet; thence N-81-19-E 279.18 feet; thence north 210 feet to the south line of said SE1/4 SE1/4 of Section 8; thence east 152.9 feet; thence N-00-21-E to the centerline of Prince Street; thence southwestwardly along and with said centerline to a point due north of the point of beginning; thence south to the point of beginning.

Also, a part of the SE1/4 SE1/4 of Section 6, and a part of the N1/2 NE1/4 of Section 17, all in T5N, R14W in Faulkner County, Arkansas described as beginning at a point of the north line of said N1/2 NE1/4 which is 565.0 feet east of the northwest corner of said NE1/4 NE1/4 and run south 264 feet; thence west 532.18 feet; thence N-00-14-28-E 89.02 feet; thence west 36 feet to a point on the west right of way of Lee Andrew Lane; thence S-36-04-45-W 166.66 feet; thence S-50-10-40-W 213.57 feet; thence S-65-56-50-W 264.15 feet; thence N-00-03-35-E to the centerline of Prince Street; thence eastwardly along and with such centerline to a point due north of the point of beginning; thence south to the point of beginning.

was reviewed by the Planning Commission at their regular meeting on July 21, 2003. The Planning Commission voted 7-0 that the request be sent to the City Council with a recommendation of approval. The City Council will hear the request at their next meeting on Tuesday, July 29th at 6:00 pm.

Yours truly,

Bryan Patrick
Planner



City of Conway, Arkansas
Ordinance No. O-08- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 2100 SPRING VALLEY DRIVE, EAST OF KIDZ UNIVERSITY AND SOUTH OF ELLEN SMITH ELEMENTARY SCHOOL, FROM A-1 TO O-2:

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 **A-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Lot D-3 Spring Valley Subdivision, Tract – D, Replat

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

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

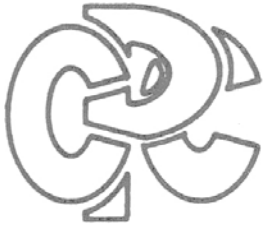
PASSED this 28th day of October, 2008.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

1201 OAK STREET

CONWAY AR 72032

PHONE 501.450.6105

October 21, 2008

Council Members
Conway, AR 72032

Dear Council Members:

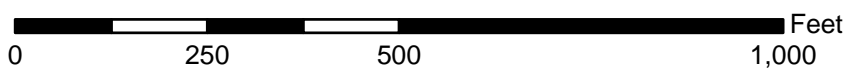
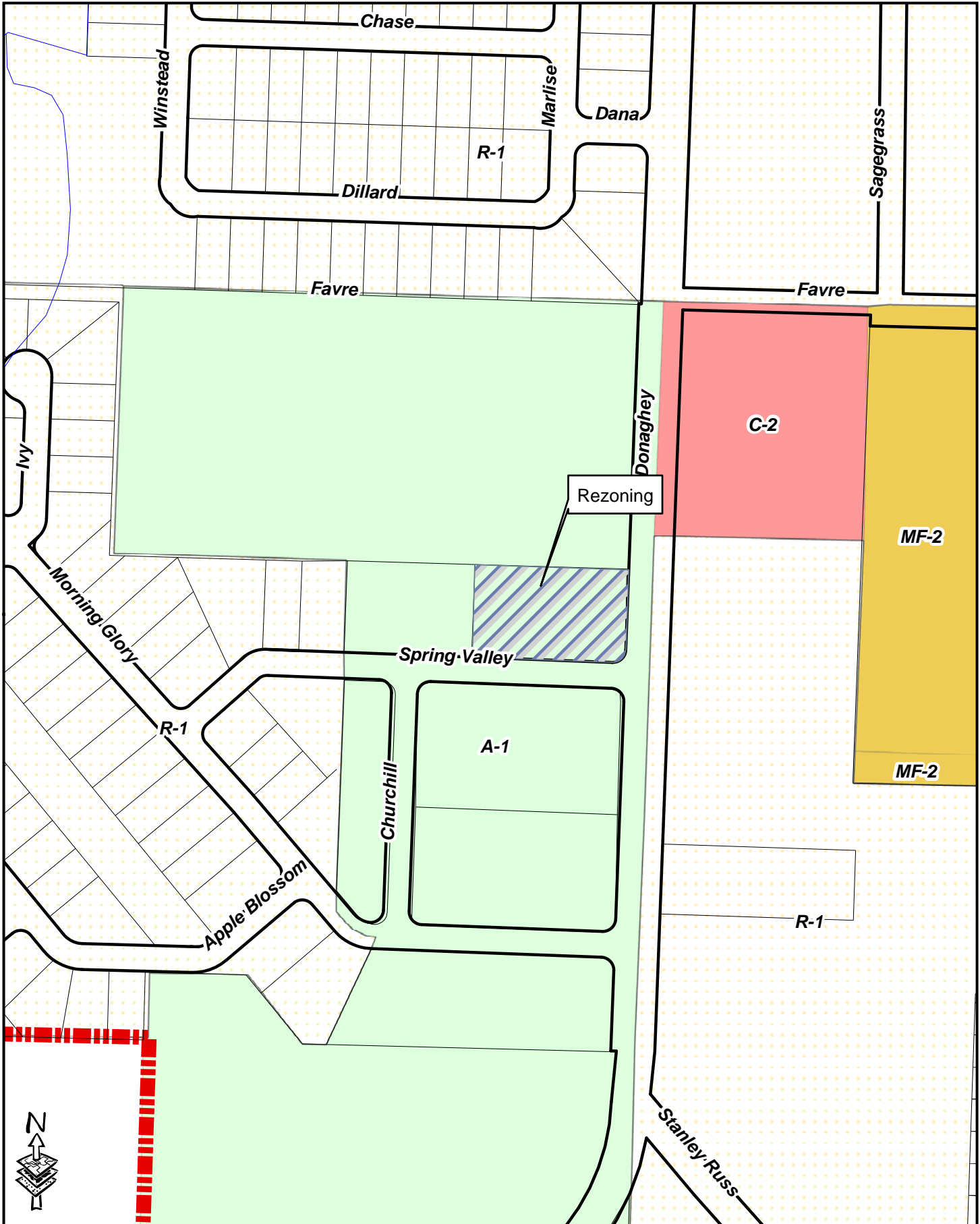
A request for rezoning from A-1 to O-2 for property located at 2100 Spring Valley Drive, east of Kidz University and south of Ellen Smith Elementary School, with the legal description

Lot D-3 Spring Valley Subdivision, Tract – D, Replat

was reviewed by the Planning Commission at its regular meeting on October 20, 2008. The Planning Commission voted 7 – 0 that the rezoning request be sent to the City Council with a recommendation for approval.

Submitted by,

Junior Storie, Chairman
Planning Commission



**Gillum
Rezone A-1 to O-2**



**City of Conway, Arkansas
Ordinance No. O-08-**

AN ORDINANCE AMENDING THE CONWAY ZONING ORDINANCE O-94-54 TO ALLOW INDOOR FIRING RANGE IN THE I-3 INDUSTRIAL ZONING DISTRICT WITH A CONDITIONAL USE PERMIT:

WHEREAS, The City of Conway would like to allow indoor firing ranges; and

WHEREAS, The City of Conway would like to properly locate and define the allowed uses of indoor firing ranges with a conditional use permit;

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

SECTION 1. That the following language be added to Section 401.6 – Industrial Districts, B. Use Regulations, 1. Permitted Uses, 3. Community Facilities & Public Utilities of the Conway Zoning Ordinance O-94-54, be amended as follows:

USES (PERMITTED – X) (CONDITIONAL – C)	ZONING DISTRICT		
	I-1	RU-1	I-3
3. COMMUNITY FACILITIES & PUBLIC UTILITIES			
▪ Indoor Firing Range			C

SECTION 2. That the following language be added alphabetically to Addendum A to the Conway Zoning Ordinance:

Allowed Uses	R-1	R-2A	R-2	SR	MF-1	MF-2	MF-3	RMH	HR	C-1	C-2	C-3	C-4	O-1	O-2	O-3	I-1	RU-1	I-3	A-1	S-1	S-2	
Firing Range (Indoor)																			C				

SECTION 3. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 28th day of October, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-08- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 2730 DAVE WARD DRIVE, SITE OF THE FORMER TOWN AND COUNTRY MOBILE HOME PARK, FROM RMH TO MF-1:

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

Lot 1 The Grove Subdivision

Being a part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, T5N, R14W, Faulkner County, Arkansas; more particularly described as beginning at the NE corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence along the East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ S02°06'29"W 904.38 feet; thence leaving said East line N88°10'04"W 105.5 feet; thence S02°06'29"W 359.51 feet to the North right-of-way of State Highway #60 (also known as Dave Ward Drive); thence along said right of way to a point S88°43'08"W 60.0 feet; thence leaving said right-of-way N02°56'51"E 134.25 feet; thence N01°45'46"E 344.02 feet; thence N87°47'38"W 494.45 feet; thence N02°04'02"E 783.63 feet to the NW corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ S88°20'41"E 660.08 feet to the point of beginning containing 12.84 acres more or less.

to those of **MF-1**, 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 October, 2008.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

1201 OAK STREET

CONWAY AR 72032

PHONE 501.450.6105

October 21, 2008

Council Members
Conway, AR 72032

Dear Council Members:

A request for rezoning from RMH to MF-1 (with conditional use for MF-2) for property located at 2730 Dave Ward Drive, site of the former Town and Country Mobile Home Park, with the legal description

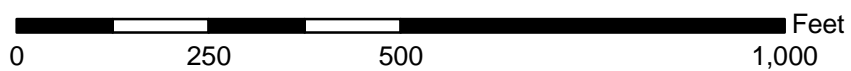
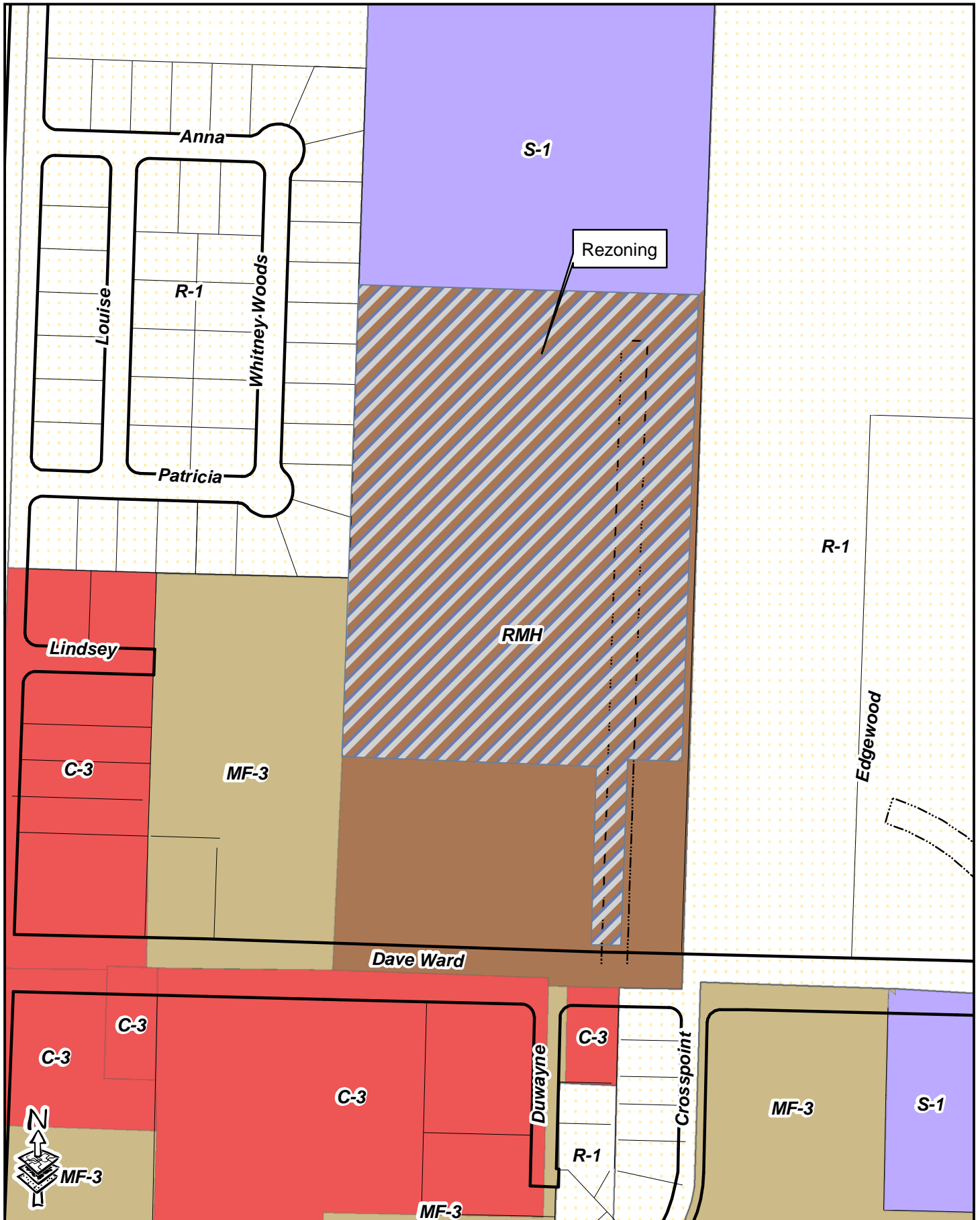
Lot 1 The Grove Subdivision

Being a part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, T5N, R14W, Faulkner County, Arkansas; more particularly described as beginning at the NE corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence along the East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ S02°06'29"W 904.38 feet; thence leaving said East line N88°10'04"W 105.5 feet; thence S02°06'29"W 359.51 feet to the North right-of-way of State Highway #60 (also known as Dave Ward Drive); thence along said right of way to a point S88°43'08"W 60.0 feet; thence leaving said right-of-way N02°56'51"E 134.25 feet; thence N01°45'46"E 344.02 feet; thence N87°47'38"W 494.45 feet; thence N02°04'02"E 783.63 feet to the NW corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ S88°20'41"E 660.08 feet to the point of beginning containing 12.84 acres more or less.

was reviewed by the Planning Commission at its regular meeting on October 20, 2008. The Planning Commission voted 7 – 0 that the request for rezoning be sent to the City Council with a recommendation for approval.

Submitted by,

Junior Storie, Chairman
Planning Commission



**Trent Family II, LLC
 Rezone RMH to MF-1
 Rezoning**



CONWAY PLANNING COMMISSION

1201 OAK STREET

CONWAY AR 72032

PHONE 501.450.6105

October 21, 2008

Council Members
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit to allow MF-2 density for property located at 2730 Dave Ward Drive (former site of Town and Country Mobile Home Park) with the legal description

Lot 1 The Grove Subdivision

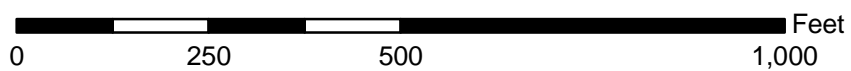
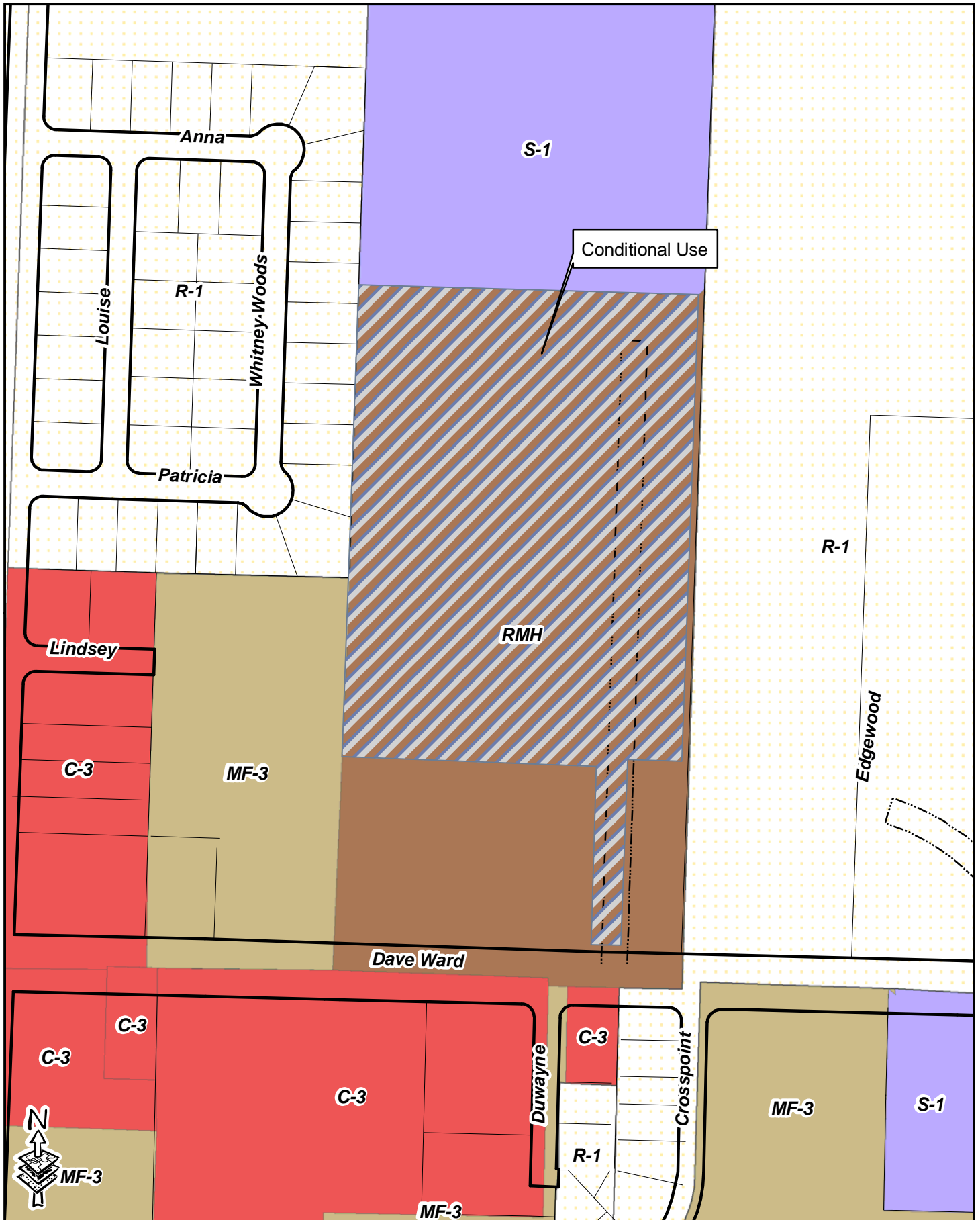
Being a part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, T5N, R14W, Faulkner County, Arkansas; more particularly described as beginning at the NE corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence along the East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ S02°06'29"W 904.38 feet; thence leaving said East line N88°10'04"W 105.5 feet; thence S02°06'29"W 359.51 feet to the North right-of-way of State Highway #60 (also known as Dave Ward Drive); thence along said right of way to a point S88°43'08"W 60.0 feet; thence leaving said right-of-way N02°56'51"E 134.25 feet; thence N01°45'46"E 344.02 feet; thence N87°47'38"W 494.45 feet; thence N02°04'02"E 783.63 feet to the NW corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ S88°20'41"E 660.08 feet to the point of beginning containing 12.84 acres more or less.

was reviewed by the Planning Commission at its regular meeting on October 20, 2008. The Planning Commission voted 7 – 0 that the request be forwarded to the City Council with a recommendation for approval with the following seven (7) conditions attached.

1. Site to be developed basically in accordance with submitted site plan.
2. Maximum number of units not to exceed 180.
3. Maximum number of bedrooms not to exceed 504.
4. Total parking spaces may exceed parking maximums.
5. Maximum number of parking spaces not to exceed 539.
6. Tree Preservation Plan – Removal of any tree(s) that are eight (8) inches or more in diameter and the required addition of trees in the Dave Ward Drive Median require approval from the city's Director of Planning & Development.
7. Walking trail / pedestrian path along Dave Ward Drive must be as presented.

Submitted by,

Junior Storie, Chairman
Planning Commission



Trent Family II, LLC
Conditional Use



City of Conway, Arkansas
Ordinance No. O-08- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH DONAGHEY AVENUE AND MOIX BOULEVARD, EXTENDING WEST ABOUT 1,600 FEET TO STONE DAM CREEK, CROSSING THE SWEEPING NORTHWARD BEND OF MOIX BOULEVARD, FROM O-1 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 **O-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

TRACT 3:

A part of the N½ SE¼ of Section 14, Township 5 North, Range 14 West and all of Lots 1 and 6 of Moix Meadows Subdivision as shown in Plat Book K, on Page 34, Records of Faulkner County, Arkansas being more particularly described as beginning at the Northwest Corner of said Lot 6 and running thence S87°53'44"E, 1340.69 feet to the West right of way of South Donaghey Avenue; thence run along said right of way S01°57'27"W, 351.21 feet; thence run along the right of way of Moix Boulevard the following: along an arc to the right having a chord bearing and distance of S46°51'14"W, 35.42 feet, radius of 25.00 feet, and arc length of 39.36 feet; thence N88°14'58"W, 946.28 feet; thence along an arc to the right having a chord bearing and distance of N43°06'29"W, 521.86 feet, radius of 370.00 feet, and arc length of 579.22 feet; thence N02°02'00"E, 14.56 feet to the point of beginning. Said Tract contains 11.55 acres more or less.

TRACT 4:

A part of the N½ SE¼ of Section 14, Township 5 North, Range 14 West and a part 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 the NW¼ SE¼ of said Section 14 and running thence S15°48'28"W, 538.02 feet to a point on the West right of way of Moix Boulevard, said point being the point of beginning; thence run along said right of way the following: S02°02'00"W, 14.78 feet; thence along an arc to the left having a chord bearing and distance of S26°58'37"E, 413.49 feet, radius of 430.00 feet, and arc length of 431.35 feet to the corner of Lot 5 of said subdivision; thence run along the boundary of said Lot 5 the following: S34°06'49"W, 79.89 feet; thence N88°14'58"W, 314.50 feet; thence leaving said boundary run N22°33'35"W, 16.36 feet; thence N28°01'51"W, 184.12 feet; thence N31°19'19"W, 182.22 feet; thence N17°12'12"W, 126.78 feet; thence S87°53'44"E, 397.40 feet to the point of beginning. Said Tract contains 3.69 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.

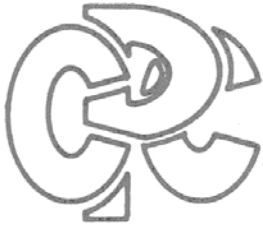
PASSED this 28th day of October, 2008.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

1201 OAK STREET

CONWAY AR 72032

PHONE 501.450.6105

October 21, 2008

Council Members
Conway, AR 72032

Dear Council Members:

A request for rezoning from O-1 to MF-3 for property located on the northwest corner of the intersection of South Donaghey Avenue and Moix Boulevard, extending west about 1,600 feet to Stone Dam Creek, crossing the sweeping northward bend of Moix Boulevard with the legal description

TRACT 3:

A part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14, Township 5 North, Range 14 West and all of Lots 1 and 6 of Moix Meadows Subdivision as shown in Plat Book K, on Page 34, Records of Faulkner County, Arkansas being more particularly described as beginning at the Northwest Corner of said Lot 6 and running thence S87°53'44"E, 1340.69 feet to the West right of way of South Donaghey Avenue; thence run along said right of way S01°57'27"W, 351.21 feet; thence run along the right of way of Moix Boulevard the following: along an arc to the right having a chord bearing and distance of S46°51'14"W, 35.42 feet, radius of 25.00 feet, and arc length of 39.36 feet; thence N88°14'58"W, 946.28 feet; thence along an arc to the right having a chord bearing and distance of N43°06'29"W, 521.86 feet, radius of 370.00 feet, and arc length of 579.22 feet; thence N02°02'00"E, 14.56 feet to the point of beginning. Said Tract contains 11.55 acres more or less.

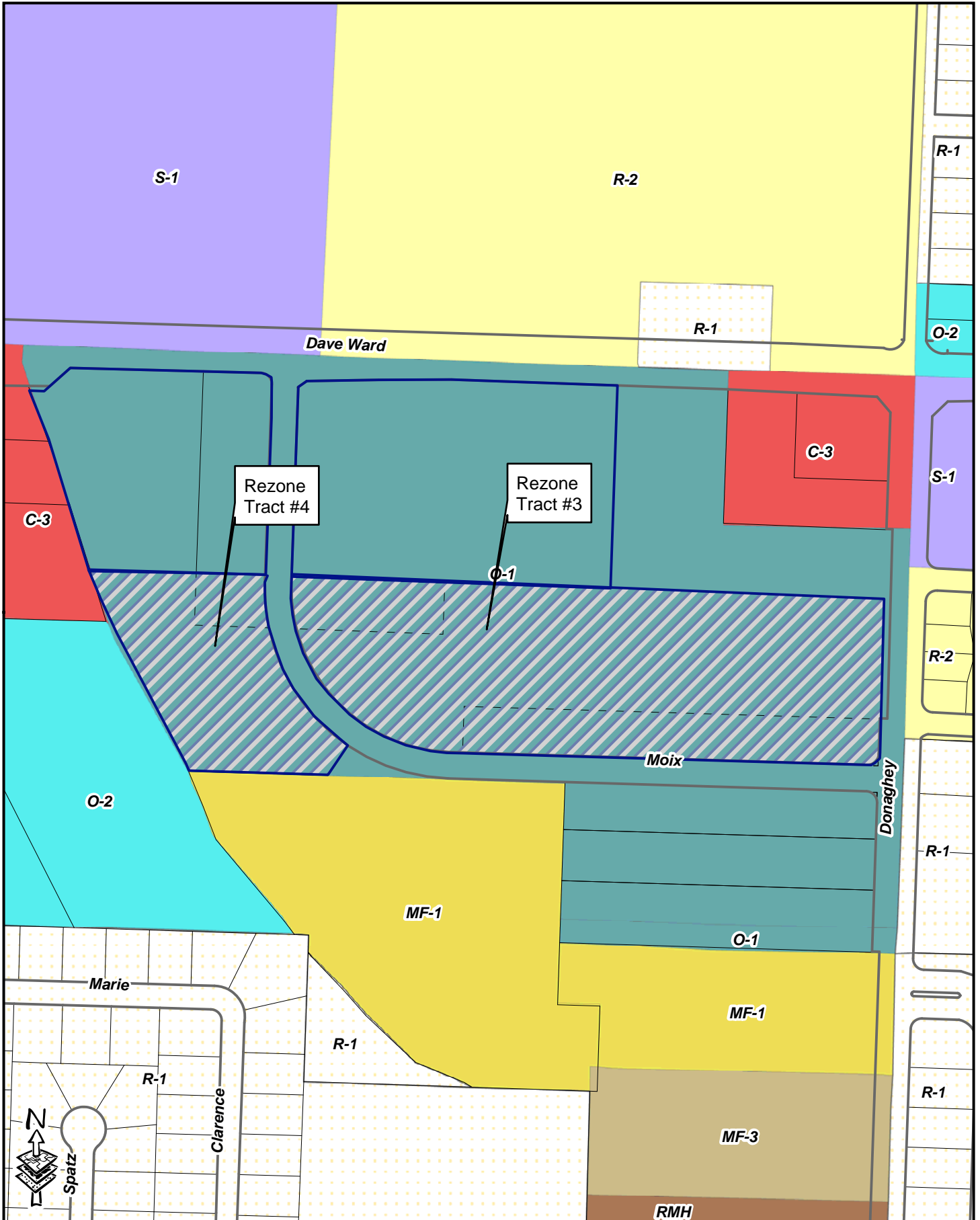
TRACT 4:

A part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14, Township 5 North, Range 14 West and a part 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 the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 14 and running thence S15°48'28"W, 538.02 feet to a point on the West right of way of Moix Boulevard, said point being the point of beginning; thence run along said right of way the following: S02°02'00"W, 14.78 feet; thence along an arc to the left having a chord bearing and distance of S26°58'37"E, 413.49 feet, radius of 430.00 feet, and arc length of 431.35 feet to the corner of Lot 5 of said subdivision; thence run along the boundary of said Lot 5 the following: S34°06'49"W, 79.89 feet; thence N88°14'58"W, 314.50 feet; thence leaving said boundary run N22°33'35"W, 16.36 feet; thence N28°01'51"W, 184.12 feet; thence N31°19'19"W, 182.22 feet; thence N17°12'12"W, 126.78 feet; thence S87°53'44"E, 397.40 feet to the point of beginning. Said Tract contains 3.69 acres more or less.

was reviewed by the Planning Commission at its regular meeting on October 20, 2008. The Planning Commission voted 7 – 0 that the rezoning request be sent to the City Council with a recommendation for approval.

Submitted by,

Junior Storie, Chairman
Planning Commission



**Salter Acquisitions Rezone
O-1 to MF-3**



CONWAY PLANNING COMMISSION

1201 OAK STREET

CONWAY AR 72032

PHONE 501.450.6105

October 21, 2008

Council Members
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit to allow **Retail – General** and **Hotel** for property located along the south side of Dave Ward Drive on both sides of Moix Boulevard, starting at Stone Dam Creek and extending east about 1,300 feet, with the legal description

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", 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:

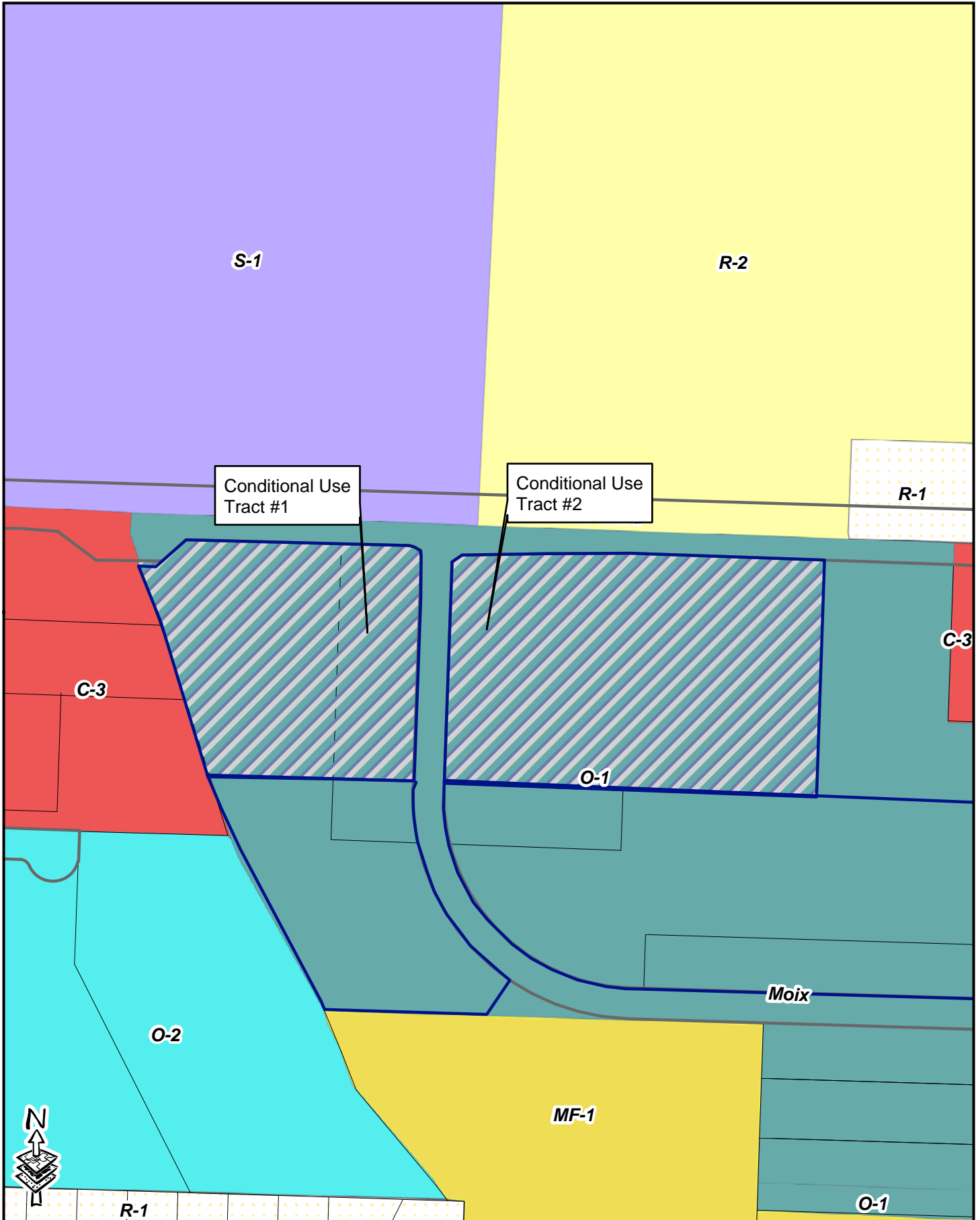
A part of the N½ SE¼ of Section 14, Township 5 North, Range 14 West, Faulkner County, Arkansas, being more particularly described as commencing at the Northeast Corner of the NW¼ SW¼ of said Section 14 and running thence S33°36'33"W, 94.21 feet to the North right of way of HWY #60 (now HWY 286 aka Dave 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.

was reviewed by the Planning Commission at its regular meeting on October 20, 2008. The Planning Commission voted 7 – 0 that this conditional use request be forwarded to the City Council with a recommendation for approval with the one condition as stated below.

Tree Preservation – Removal of any tree(s) eight (8) inches or greater in diameter must have approval of the city's Director of Planning & Development.

Submitted by,

Junior Storie, Chairman
Planning Commission



0 125 250 500 Feet

**Salter Acquisitions
Conditional Use**



**City of Conway, Arkansas
Ordinance No. O-08-__**

**AN ORDINANCE AMENDING THE SIGN ORDINANCE, SECTION 1301 OF THE CONWAY ZONING
ORDINANCE O-94-54 ; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

WHEREAS: The City of Conway would like to amend the language of the Conway sign regulations further clarifying the prohibition and replacement of electronic message boards:

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

SECTION 1. Section 2.01, Sign Prohibited, is hereby amended to read as follows:

Section 2.01- Signs Prohibited

The following types of signs are prohibited in all districts:

- (1) Abandoned signs.
- (2) Pylon or single pole signs with the exception of on-premise interstate signs as allowed in Section 3.05.
- (3) Festoons and search lights. (Except as allowed in Sections 2.0.4 and 3.0.1).
- (4) Signs imitating or resembling official traffic or government signs or signals.
- (5) Snipe signs or signs attached to trees, telephone poles, public benches, streetlights, or placed on any public property or public right-of-way.
- (6) Animated, moving, flashing, blinking, reflecting, revolving, or any other similar sign.
- (7) Electronic message boards and electrically activated signs with the exception of static LED fuel price signs as allowed in the interstate zone. See Section 3.05.
- (8) Permanent sale or come-on signs.
- (9) Signs painted on fences or roofs.
- (10) Portable signs
- (11) Obscene signs
- (12) Inflatable Signs over ten (10) feet tall by ten (10) feet wide by ten (10) feet deep, or 1000 cubic feet.

SECTION 2. Section 2.07, Changeable Copy, is hereby amended to read as follows:

Section 2.07- Changeable Copy

Unless otherwise specified by this ordinance, any sign herein allowed may use manual changeable copy. Only one changeable copy area per sign is allowed. Electronic message boards and electronic numeric displays are prohibited with the exception of static LED fuel price signs within the interstate zone. See Section 3.05.

SECTION 3. Section 4.01, Determination of Legal Nonconformity, is hereby amended to read as follows:

SECTION FOUR

Nonconforming Signs

Section 4.01-Determination of Legal Nonconformity

- (1) A nonconforming sign is any permanent sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that

does not now comply with the provisions of this sign ordinance. This includes all signs; freestanding, wall, awning, etc.

(2) A legally established sign which fails to conform to this Ordinance shall be allowed continued use, except that the sign shall not be expanded, moved, or relocated, except in the case of street relocation.

(3) Non functioning, nonconforming electronic message boards shall not be replaced with another electronic message board either used or new.

SECTION 4. Section 6.06, Variances for Signs, is hereby amended to read as follows:

Section 6.06- Variances for Signs

No variances shall be allowed from the size area requirements of this ordinance. No variances concerning electronic message boards shall be allowed. A variance for any other requirement of this ordinance, i.e., height, location, ~~type~~, etc. may be applied for.

SECTION 5. Section 6.11, Inventory and Abatement, is hereby removed:

~~Section 6.11 Inventory and Abatement~~

~~Within six (6) months from the date of adoption of this Ordinance, the City shall commence a program to inventory and identify illegal or abandoned signs within its jurisdiction. Within sixty (60) days after this six (6) month period, the City shall commence abatement of identified illegal or abandoned signs.~~

SECTION 6. Section 8.0, Definitions, is hereby amended to read as follows:

Face of Sign- The area of a sign on which the copy is placed. This does not include the mounting structure. Face of Sign does not include an electronic message board or panel.

Message Board – The portion of a sign whose informational content can be changed or altered by manual, electric, electromechanical, or electronic means. See: Changeable signs. Electronic message boards are ~~not allowed~~ prohibited.

Changeable Copy Sign- A sign whose informational content can be changed or altered by manual, ~~or~~ electric, electromechanical, or electronic means. Changeable copy signs include the following types:

1. ~~Manual ly Activated~~ Changeable Copy Sign: Signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered by manual means.
2. ~~Electrical ly Activated~~ Changeable Copy Sign: Signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display surface composed of electrically illuminated or mechanically driven changeable segments, ~~includes the following two types:~~ including electronic message boards.

~~a. Fixed Message Electronic Signs: Signs whose basic informational content has been preprogrammed to include only certain types of information projection, such as time, temperature, predictable traffic conditions, or other events subject to prior programming.~~

~~b. Computer Controlled Variable Message Electronic Signs: Signs whose information content can be changed or altered by means of computer driven electronic impulses.~~

~~Electronic Message Center – see "Changeable Signs, Electrically Activated"~~

Electronic Message Board - A sign that uses changing light (including LEDs) to form a message, pictures, or logos in a display controlled by electronic means.

Message Board – The portion of a sign whose informational content can be changed or altered by manual, electric, electromechanical, or electronic means. See: Changeable signs. Electronic message boards are ~~not allowed~~ prohibited.

Noncommercial sign -A temporary sign which carries no message, statement, or expression related to the commercial interests of the sign owner, lessee, author or other person responsible for the sign

message. The message does not direct attention to a business operated for profit, or to a commodity or service for sale. A noncommercial sign shall not be an electronic message board.

SECTION 7. All ordinances in conflict herewith are repealed to the extent of the conflict.

SECTION 8. 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 14th day of October, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-08-___

**AN ORDINANCE WAIVING BIDS FOR CONTRACTED SERVICES IN CONJUNCTION WITH THE CITY
 LANDFILL TESTING AND FOR OTHER PURPOSES:**

WHEREAS, The City of Conway Sanitary Landfill is subject to the Environmental Protection Agency's (EPA) and the Arkansas Department of Environmental Quality's (ADEQ) groundwater monitoring and solid waste management rules. These regulations require groundwater sampling, statistical analysis of groundwater data, and semiannual gas probe monitoring in accordance with the City's Explosive Gas Monitoring Plan; and

WHEREAS, The City of Conway Department of Sanitation has worked with Terracon Consultants, Inc. (formerly Genesis Environmental Consulting, Inc.) on previous reporting and monitoring requirements and will benefit from their expertise and in depth knowledge of the Conway landfill,

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

SECTION 1. The City of Conway shall waive the requirement for obtaining bids for contracted services in conjunction with the City Landfill's EPA and ADEQ groundwater monitoring, statistical analysis of groundwater data and quarterly gas probe monitoring and shall enter into an agreement with Terracon Consultants, Inc. for said services at a price of \$23,740.

SECTION 2. The Mayor is hereby authorized to accept the proposal from Terracon Consultants, Inc. dated October 6, 2008.

SECTION 3. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 28th day of October 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



25809 Interstate 30 South
Bryant, Arkansas 72022
Phone 501.847.9292
Fax 501.847.9210

October 6, 2008

Ms. Cheryl Harrington
City of Conway Sanitation
P.O. Box 915
Conway, AR 72033

**RE: 2009 Contract Renewal Proposal for Groundwater Sampling, Gas Monitoring, Leachate Sampling, and Statistical Evaluation
City of Conway Class 1 Landfill.
Terracon Proposal No. P35080333**

Dear Ms. Harrington:

Terracon Consultants, Inc. (Terracon) is pleased to present the following proposal for continued groundwater sampling, analytical, leachate sampling, gas monitoring, and statistical analysis and reporting services for the City of Conway Class 1 Landfill through 2009.

This proposal details the scope of work that was prepared to comply with Chapter 12 (Groundwater Monitoring and Corrective Action) and Chapter 22.415 (Explosive Gas Control) of Regulation 22 – Arkansas Department of Environmental Quality (ADEQ) Solid Waste Management Rules. The Scope of Services is presented in the following tasks:

Scope of Services

TASK 1 ⇒ Groundwater Sampling

Terracon understands that the City of Conway Class 1 Landfill has six monitoring wells utilized for groundwater sampling. In addition to the groundwater samples, a composite leachate sample will be collected in accordance with the Arkansas Department of Environmental Quality (ADEQ) Regulation 22. Regulation 22 requires that a leachate sample be collected and analyzed for the list groundwater parameters during each groundwater sampling event.

In addition, two leachate samples will be collected from the East and West leachate tanks to satisfy the city's wastewater permit.

Prior to arriving on site for actual sampling activities, Terracon will perform the following services:

- Notify the Site Manager 10 days prior to the sampling date,
- Coordinate the sampling event with the testing laboratory, and
- Check all Laboratory containers for accurate labeling and preservation.

The standard Terracon sampling plan will be followed during each sampling event, which consists of the following:

- Recording groundwater levels,
- Micro-purging each well or purge the well of 3 casing volumes,
- Establishing field parameters (pH, conductivity, temperature, and turbidity),
- Obtaining samples in the supplied containers in the prescribed order,
- Packaging the samples for shipment,
- Completing all chain of custody information, and
- Completing detailed well sampling records for each well.

Actual sampling will be completed within 24 hours of the purging process at each well.

In addition to the samples collected from each well, Terracon anticipates collecting a field blank, duplicate, and equipment blank during each sampling event for QA/QC purposes. A trip blank will be supplied by the laboratory according to standard operating procedures.

The laboratory will provide all sampling containers, preservatives, and the appropriate number of ice chests for the site, as coordinated by the Terracon field representative. The Terracon field representative will deliver the samples to the laboratory upon completion of the sampling event. Ice will be provided by Terracon for preservative, as required. The samples will consist of 10 groundwater samples (including a duplicate sample and field, equipment, and trip blanks) and 3 leachate samples. The analytical costs associated with the various sampling media (groundwater, QA/QC, and leachate) are included in the Task 1 cost estimate.

Compensation

Terracon Labor/ Expenses &

Laboratory Costs (Per Event, Lump Sum)	\$ 6,800.00
Total Cost for Completing 2 Events (1 year)	\$13,600.00

TASK 2 ⇒ *Statistical Analyses and Reporting*

Terracon will perform the statistical analysis of the groundwater data in accordance with State and Federal guidelines, utilizing approved statistical analysis and computer software packages. Statistical analysis will include provisions for adjusting the data set for outliers and seasonal variability in accordance with EPA guidance. Upon completion of the analysis, Terracon will interpret the results and identify whether there is significant statistical evidence of contamination. If there is evidence of significant statistical contamination, the facility will be notified within 14 days.

Reporting

Terracon will prepare semi-annual reports for the facility, which will include a summary of the results of the groundwater sampling events, statistical analysis, and identification of conclusions and recommendations. It typically takes Terracon approximately one month to

process the data and generate the semi-annual report. Upon completion of statistical analysis, Terracon will prepare and submit a draft groundwater quality report to the City of Conway for review. Upon receipt of the reviewed comments from the City of Conway, Terracon will prepare a final report for submittal to the city and ADEQ. Each groundwater report prepared by Terracon will provide a location map of the groundwater monitoring system, a potentiometric map, QA/QC comparisons, constituents for detection monitoring, conclusions concerning the recent evaluation, and a summary of the corresponding sampling event.

Compensation

Cost for Completing Statistical Report (Per/Event Lump Sum)	\$3,820.00
Total Cost for Completing 2 events (1 year, Lump Sum)	\$7,640.00

TASK 3 ⇒ Gas Monitoring and Reporting

This task will consist of the work required to perform quarterly gas probe monitoring and the monitoring of the buildings located on the site in accordance with the site's Explosive Gas Monitoring Plan.

Terracon will provide a qualified technician to perform the gas probe monitoring. A GasTech or GasData portable methane analyzer or equivalent will be used to monitor the gas probes and buildings in accordance with the facility's Explosive Gas Monitoring Plan. Two of the events will be performed during the two scheduled semi-annual groundwater monitoring events and two events will be performed as gas monitoring events only. Upon conclusion of the field activities, Terracon will prepare a report outlining the findings of the gas monitoring event. City of Conway personnel will be verbally notified of any exceedance prior to Terracon's departure from the site. The results will also be submitted to the city in a letter report following each of the quarterly monitoring events.

Compensation

The costs presented below include both the monitoring and reporting costs associated with each type of event.

Cost For Gas Monitoring (during GW sampling event)	\$500.00/event
Cost For Gas Monitoring only	\$750.00/event

Total Yearly Cost for Four Gas Monitoring Events **\$2,500.00/year**

Note: Two Gas Monitoring events will be performed in conjunction with groundwater sampling events and two events will be performed as Gas Monitoring only events.

TASK 4 ⇒ Regulatory Liaison/On-call Professional Services

When requested and where appropriate, Terracon will interact with regulatory agencies on associated groundwater matters for the facility. Terracon's staff includes professionals that have years of experience with the Solid and Hazardous Waste Divisions at ADEQ. Terracon

is experienced in dealing with regulatory agencies at all levels and will be happy to act on the behalf of the City of Conway in all matters associated with groundwater.

Cost for "Regulatory Liaison" will be conducted on a Time and Materials basis. Terracon will not work on this task unless authorized by the City of Conway.

In summary, Terracon proposes to collect samples from the facility's groundwater wells and leachate tanks on a semi-annual basis, coordinate analyses with the subcontracted laboratory, conduct gas monitoring from perimeter gas probes and buildings on a quarterly basis (includes letter report), and prepare semi-annual groundwater reports (includes a statistical evaluation of the current and historical data) for a lump sum cost of **\$23,740.00 per year.**

If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of any additional work outside the scope of this proposal.

This proposal and cost estimate were prepared based on the following assumptions:

- The Client/Owner will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- The Client/Owner will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Work can be performed during normal business hours (Monday through Friday, 7:00 am to 7:00 pm).
- The site is readily accessible by truck.

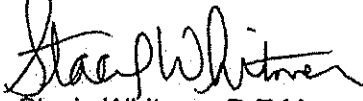
If any of these assumptions or conditions is not accurate or changes during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions so that we may revise the proposal or fee.

Terracon is prepared to begin work on this project immediately following receipt of written notification to proceed. Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, expressed or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report.

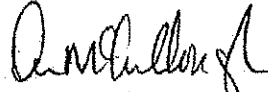
If this Scope of Services meets with your approval, work may be initiated by initiating a release against our Master Services Agreement. Terracon looks forward to providing the services presented above and working with the City of Conway. If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,

Terracon



Stacie Whitmer, R.E.M.
Project Manager



Dan McCullough, P.G.
Senior Hydrogeologist

Enclosed: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Conway ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Conway Landfill Groundwater Sampling, Leachate Sampling, Gas Monitoring, and Statistical Evaluation and Reporting project ("Project"), as described in the Project Information section of Consultant's Proposal dated October 6, 2008 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall defend, indemnify, and hold harmless the other, their agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Agreement Reference Number (Terracon Proposal or Project Number):35080333

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.
18. **Termination.** Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **10/6/08**

Name/Title: **David Hopkins/ Office Manager**

Address: **25809 I-30**

Bryant, Arkansas 72022

Phone: **501.847.9292** Fax: **501.847.9210**

Client: **City of Conway**

By: _____ Date: _____

Name/Title: **Ms. Cheryl Harrington, Director**

Address: **4550 Highway 64 West**

Conway, Arkansas 72033

Phone: **501.450.6155** Fax: **501.450.6157**

Agreement Reference Number (Terracon Proposal or Project Number):35080333

6C-2



P.O. Box 966
Conway, AR 72033

October 14, 2008

Andrea Lawson
First State Park Director
City of Conway Parks Dept.

Dear Andrea,

As you may be aware, First State Bank will change it's name to Centennial Bank on December 5, 2008.

We would like to ask the City of Conway to change the name of First State Park to Centennial Park. We will take care of changing the signs at the Park.

If you have any questions, please give me a call at 501-328-4610.

Sincerely,

A handwritten signature in cursive script that reads "Lori Case".

Lori Case
Sr. Vice President



**City of Conway, Arkansas
Ordinance No. O-08-_____**

**AN ORDINANCE WAIVING BIDS TO PURCHASE A HP PROCURVE SWITCH; DECLARING AN EMERGENCY;
AND FOR OTHER PURPOSES.**

WHEREAS, the City of Conway has an immediate need to purchase a HP ProCurve Switch for the new police building; and

WHEREAS, the City of Conway has searched several vendors including state contract vendors and have found that Agilysys (a Hewlett Packard partner) can provide the HP ProCurve Switch at a lower cost;

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

SECTION 1. The City of Conway shall waive the requirement for obtaining competitive bids for the execution of purchasing the ProCurve Switch at a cost of \$15,934 and shall accept Agilysys as sole source vendor. Payments will be made through Sales and use Capital Improvement Bond proceeds.

SECTION 2. This ordinance is necessary for the protection of the public peace, health and safety; 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 28th day of October, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

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



Memo:

To: Mayor Tab Townsell
CC: Conway City Council
From: James Burnside, Lake Beaverfork Caretaker
Date: October 6, 2008
Re: Unauthorized Boat Dock

The Conway Parks Department would like to get a recommendation from the City Council concerning the boat dock owned by Phillip Brown located at 26 Lakeview Drive.

Mr. Brown has done some work on his dock which changed the size of the dock without proper approval.

Mr. Brown was actually caught doing the changes last year and was told to halt construction until he met with me about the proper procedures. He agreed to do so. I went later the next week and he had finished the work. I called Mr. Brown and told him that he shouldn't have proceeded without the proper paperwork and that he needed to come see me.

Mr. Brown attempted to pay his fees this year but I did not receipt the payment due to the circumstances concerning his dock. He was contacted again and told he needed the documentation as stated in city ordinance. He said he was never given the paperwork that referenced getting an engineer approval and stamp, so that information was emailed to him. In August, the city attorney's office wrote a letter to Mr. Brown and there has still been no response.

I feel that I have done everything that I can do to get Mr. Brown to submit to the city the proper paperwork that is required for boat docks on Lake Beaverfork.



**CITY OF CONWAY
OFFICE OF THE CITY ATTORNEY**

GUY W. MURPHY BUILDING
1234 MAIN STREET
CONWAY, ARKANSAS 72034
501.450.6193
501.513.3569 (fax)

Michael L. Murphy
City Attorney
mike.murphy@cityofconway.org

October 22, 2008

Phillip Brown
26 Lakeview Drive
Conway, Arkansas 72032

**Certified Mail/Return Receipt Requested
and Regular Mail**

RE: Notice of Intent to Revoke Permit
Dock at Beaverfork Lake

Dear Mr. Brown:

Enclosed is a *Notice of Intent to Revoke Dock Permit* regarding a dock or pier located at the above address. This matter was recently brought to the attention of the Conway City Council by Mr. James Burnside, Lake Caretaker, at its last meeting, and the Council will take it up again on October 28, 2008 at its regularly scheduled meeting at 6:30 p.m.

Your attendance, or that of your designated representative, is urged.

According to Mr. Burnside, it is possible that this matter can be resolved by:

- (1) Restore the dock to its previous size it was before the unapproved construction or renovation.
- (2) Allow the dock if it does not exceed our standards and dimensions subject to the approval of the City Council.

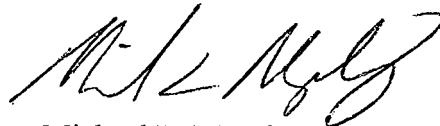
It is not the City's intention to impose undue hardship on you or your family, especially if you are recovering from a recent illness. However, this situation needs to be resolved and apparently Mr. Burnside has attempted to resolve this and has been extremely patient thus far.

October 22, 2008

Page Two

Ultimately, if the right, privilege or permit is revoked by the City Council, the dock is subject to removal from city property.

Sincerely,

A handwritten signature in black ink, appearing to read "M. L. Murphy". The signature is fluid and cursive, with the first name "M. L." and the last name "Murphy" clearly distinguishable.

Michael L. Murphy
City Attorney

MLM:als

cc: Mayor Tab Townsell
James Burnside

Notice of Intent to Revoke Dock Permit

TO: Phillip Brown & Residents
26 Lakeview Drive
Conway, AR 72032

Please be advised that pursuant to Ordinance No. O-01-46, codified at the Municipal Code of the City of Conway, 12.12.13, the City of Conway seeks to revoke any and all right, privilege and permit for a dock or pier located on city property upon the waters of Beaverfork Lake, accessed from the addressed shown above.

The reasons for the action of the City of Conway are set out as follows:

1. The dock or pier, as renovated without approval, fails to comply with the size dimensions and requirements set out in the Ordinance, including Municipal Code section 12.12.22.
2. The dock or pier's improvements or construction has not been in conformance with Municipal Code section 12.12.22, specifically regarding the submission of an application, plans and ultimate approval of the renovation or alteration of the dock or pier located at the above address.

That this matter shall be heard by the Conway City Council at its next regularly scheduled meeting on **October 28, 2008 at 6:30 p.m.** and all interested parties are hereby urged to attend this meeting to be heard on this issue.

Sincerely,



James Burnside
Lake Caretaker
Lake Beaverfork

501.327.1515

Conway, Arkansas
NB / 8A

APPLICATION FOR LICENSE TO OPERATE TAXI - CAB

TO THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:

The undersigned hereby makes application for license to operate taxi-cab within said city, in accordance with the provisions of Ordinance No. A-223, passed November 26th, 1946, and makes the following statements and representations in support of this application:

(1) Firm Name: Your Local Taxi & Delivery Service Individual
 Address 830 Chestnut Suite 105 Conway AR 72032 Partnership
 Owner Shawn Dellers Michael Chambers Corp.
#12 Loggin Lane 28 Betty Lane
Conway AR 72032 Conway AR 72032

* 501-442-3600 Bus #

(2) Name and make of cab: Ford Crown Victoria
 Style of car: 4 dr Color: White
 Year model: 2003 Motor or Identification No.: 2FAFP71WX3X183873

(3) Permit Number: _____

(4) Amount of Liability and Property Damage Insurance: \$ 300,000
 Name of Insurance Company: Farris Agency - M J Kelly OF Arkansas Policy No.: CAS0087264
 Date of Insurance: 10-21-08 To 10-21-09

(5) Amount of Fees: \$ _____
 Date Paid: From _____ To _____

I further state that I have read and am familiar with all the provisions of said Ordinance No. A-223; that I will in good faith comply with all the terms of said Ordinance; and I further agree that in event I, or any of my agents or employees, shall violate any of the provisions of said Ordinance, the license issued to me for the operation of the above described automobile as a taxi-cab may be revoked in accordance with the provisions of said Ordinance, and any license fee I may have paid for the issuance of a license on said taxi-cab shall not be refunded.

Date of Application: 10-13-08

Signed _____

Approved or Rejected

_____ Date

_____ City Clerk

Subscribed and sworn to before me on this _____ day of _____, 19 _____.

My commission expires:

_____ Notary Public.