

City Council Members

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 – Jim Rhodes
Ward 3 Position 2 – Mary Smith
Ward 4 Position 1 – Theodore Jones, Jr.
Ward 4 Position 2 – Shelia Whitmore

5:30pm -- Committee Meeting:

Discussion: Impact Fee Free Zone – Conway Towne Center

6:30pm -- City Council Meeting

Courtroom in District Court Building

810 Parkway, Conway, AR 72032

September 1st, 2009

(Originally scheduled for August 25th, 2009)

1. **Call to Order**
2. **Roll Call**
3. **Minutes:** *August 11 & August 17th, 2009*
4. **Recognition of Guests:** *Employee Service Awards*
5. **Public Hearings:**
6. **Report of Standing Committees:**
 - A. **Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)**
 1. Consideration to approve the 2009 CDBG contracts.
 2. Resolution authorizing Community Development Director to bid on tax delinquent lands.
 3. Resolution ordering the demolition of a structure located at 912 Front Street.
 4. Discussion of options for property located at #1 Cambridge.
 5. Ordinance accepting the annexation of land located at 20 Bronnie Ln (East of S. Harkrider Street).
 6. Ordinance accepting the annexation of land comprised of three tracts with street frontage along the east side of Old Military Road addressed as 1624 Old Military Road and with the tracts southern border adjacent to the northern border of Deerbrook Subdivision.
 7. Ordinance amending Ordinance O-09-54 to adopt a Specific Plan (SP) Zone.
 8. Ordinance to rezone property that is bounded roughly by Siebenmorgen on the North, I-40 and Gum Street on the east, Merriman on the South, and Spencer on the West from R-2, MF-3,O-1, O-2, O-3, C-1, C-3, S-1, to SP.
 9. Ordinance amending section 401.9 Planned Unit Development of the Conway Zoning Ordinance to require public notice of major modification public hearings.
 10. Consideration of a conditional use permit for religious activities for property located at 221 Baridon Street.
 11. Consideration to create a pay scale for the Traffic Engineer position in the Street Department.

12. Ordinance authorizing the issuance of a promissory note to provide short term financing for certain infrastructure improvements to the City's street system.
13. Consideration to provide payment to the Arkansas Highway Department for the City's portion of the Salem Road Overpass Project.

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

1. Ordinance accepting grant proceeds and appropriating funds for EcoFest 2009.
2. Resolution of support for the Conway EcoFest to be held on September 12th, 2009 at Laurel Park.
3. Resolution to allow the Conway Parks Department to participate in the Taps Cooperative Purchasing program.
4. Consideration to approve the bid from Salter Construction and enter into an agreement for the maintenance/shop building for the Conway Parks Department.
5. Ordinance waiving competitive bids for the Conway Parks Department for consulting services through ENTECH for the purpose of building a maintenance / shop building.
6. Consideration to obtain competitive bids for the sports lighting package for Conway Station Park.
7. Consideration to remove certain materials/items from the YBMA Fairgrounds site
8. Consideration to pay down the retainage to Nabholz on the Girls Softball Complex project.
9. Consideration of a boat dock permit for Mark Hickenbottom with property located at 8 Eagle Shore Drive.
10. Consideration of a boat dock permit for Brett Hill with property located at 11 Eagle Shore Drive.
11. Ordinance dedicating certain lands for public use as a fairground and parks.

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

1. Ordinance appropriating funds for the Conway Fire Department to purchase two kids competitive sleds.

D. Finance

1. Presentation of Comprehensive Annual Financial Report by JPMS Cox.
(Information to be provide prior to meeting)

E. Personnel

1. Consideration of 2009 Medical, Dental, & Life insurance benefits.

7. Old Business

8. New Business

- A. Consideration to implement the transit study for the City of Conway.
- B. Consideration to change the time of the September 22, 2009 City Council Meeting.

Adjournment

SECTION 12. IMPACT FEES

~~Impact fees to pay for city infrastructure needs created by development are required to be paid specific to uses anticipated for the property and the procedures established by the City Council. These impact fees and the manner in which they are collected and utilized may be established by the City Council and such fees may be adjusted by the City Council at intervals, as changing circumstances warrant.~~

A. Short Title and Applicability

- (1) *This section may be known and cited as Conway's "Impact Fee Ordinance," and is referred to herein as "this section."*
- (2) *The provisions of this section shall apply to all of the territory within the corporate limits of the City of Conway.*

B. Intent

- (1) *The intent of this section is to ensure that impact-generating development bears a proportionate share of the cost of improvements to the City's major roadway and park systems; to ensure that the proportionate share does not exceed the cost of providing major roadways and parks; and to ensure that funds collected from impact-generating development are actually used to construct major roadway or park system improvements that serve new development. It is further the intent of this section to use road and park impact fees to implement the City's Growth Plan and Master Street Plan.*
- (2) *It is not the intent of this section to collect any money from any impact-generating development in excess of the actual amount necessary to offset demands generated by that development for major roadway or park system improvements for which the fee was paid.*

C. Findings

The City Council of Conway, Arkansas, finds that:

- (1) *The protection of the health, safety, and general welfare of the citizens of the City requires that the roads and parks of the City be expanded and improved to meet the demands of new development.*
- (2) *The creation of an equitable impact fee system would enable the City to impose a more proportionate share of the costs of required improvements to the major roadway and park systems on those developments that create the need.*

- (3) *The impact fee study sets forth reasonable methodologies and analyses for determining the impacts of various types of development on the City's major roadway and park systems.*
- (4) *The road and park impact fees described in this section are based on the impact fee study, and do not exceed the capital costs required to serve the development that will pay the fees.*
- (5) *The types of improvements to the major roadway and park systems considered in the impact fee study will benefit all impact-generating development, and it is therefore appropriate to treat the City as a single service area for purposes of calculating, collecting, and spending the impact fees for each type of facility.*
- (6) *There is both a rational nexus and a rough proportionality between the development impacts created by each type of new development covered by this section and the road and park impact fees that such development will be required to pay.*
- (7) *This section creates a system by which impact fees paid by impact-generating development will be used to expand the major roadway and park systems, so that the development that pays each fee will receive a corresponding benefit within a reasonable period of time after the fee is paid.*
- (8) *The impact fees are calculated in the impact fee study based on the existing level of service for road and park facilities. For roads, the level of service is defined as the system-wide ratio of capacity to demand in the major road system, and the fees are based on a one-to-one ratio, even though the existing system provides significantly more capacity than existing demand. For parks, the level of service is based on the ratio of the replacement value of existing parkland and improvements to the existing number of equivalent dwelling units.*

D. Definitions

For the purpose of interpreting this section, certain words used herein are defined as follows:

Applicant: The applicant for a building permit for which an impact fee is due pursuant to the provisions of this section.

Equivalent Dwelling Units (EDUs): Represents the impact of a typical single-family dwelling on the park system. A typical single-family unit represents, on average, one EDU. Other types of units each represent a fraction of an EDU, based on their relative average household sizes.

Growth Plan: The Comprehensive Development Plan for the City which has been officially adopted by the City Council to provide long-range development policies for

the area subject to urbanization in the foreseeable future and which includes, among other things, the plan for land use, land subdivision, zoning, and traffic circulation.

Impact Fee Administrator: The City of Conway employee primarily responsible for administering the provisions of this section, or his or her designee.

Impact Fees: The road impact fee and the park impact fee.

Impact Fee Study: The Road and Park Impact Fee Study prepared for the City of Conway by Duncan Associates in April 2003, or a subsequent similar report.

Impact-Generating Development: Any land development designed or intended to permit a use of the land that will increase the number of service units.

Impact-Generating Development, Commencement of: Occurs upon the approval of an application for rezoning, subdivision, building permit, certificate of occupancy or similar application for new construction, whichever occurs first after the effective date of this section.

Major Roadway System: Arterials and collectors, including state roads but excluding Interstate 40, located within the City's incorporated area and identified on the City's Master Street Plan.

Major Roadway System Improvements: Improvements that expand the capacity of the major roadway system, including but not limited to the construction of new roads, the widening of existing roads, intersection improvements, and installation of traffic signals. Acquisition of land or right-of-way shall not be considered a system improvement. Lane reconstruction, sidewalk construction, medians, landscaping, street lighting and other ancillary components of a capacity-expanding road improvement shall not be considered system improvements when not an integral part of a capacity-expanding improvement.

Park System: Park land, facilities and improvements to City-owned or maintained land used for active recreational purposes and associated recreational facilities, and recreational facilities and improvements made or installed by the City on non-City property and available for public use.

Park System Improvements: Capital improvements that result in a net expansion of the park land or recreational facilities that are available to the public. Remodeling, replacement or maintenance of existing equipment or facilities does not constitute a park system improvement.

Person: An individual, corporation, governmental agency or body, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other entity.

Service Units: Vehicle-Miles of Travel and Equivalent Dwelling Units.

Vehicle-Miles of Capacity (VMC): The product of the maximum number of vehicles that can be accommodated on a roadway at Level of Service "D" during a week day and the length of the roadway in miles.

Vehicle-Miles of Travel (VMT): The product of the number of vehicles traveling during a weekday and the distance in miles that those vehicles travel.

E. Time of Fee Obligation and Payment

- (1) On and after the effective date of this section, any person who causes the commencement of impact-generating development shall be obligated at that time to pay a road and park impact fee, pursuant to the terms of this section. The obligation to pay the impact fees shall run with the land.*
- (2) The fee shall be determined and paid prior to the final inspection and issuance of the certificate of occupancy. The applicant for the building permit shall be responsible for paying the fee.*

F. Exemptions

The following shall be exempt from the terms of this section. An exemption must be claimed at the time of application for a building permit.

- (1) Alterations of an existing dwelling unit where no additional dwelling units are created.*
- (2) ~~Replacement of a destroyed, partially destroyed or moved residential building or structure with a new building or structure of the same use, and with the same number of dwelling units.~~ Replacement of a destroyed or partially-destroyed residential building or structure with a new building or structure of the same use, and with the same number of dwelling units. (O-04-31)*
- (2A) A residential building that is moved from within the City of Conway to another site within the City of Conway and that continues to be utilized for residential use.*
- (3) ~~Replacement of destroyed, partially destroyed or moved nonresidential building or structure with a new building or structure of the same gross floor area and use.~~ Replacement of destroyed or partially-destroyed nonresidential building or structure with a new building or structure of the same gross floor area and use. (O-04-31)*
- (3A) A nonresidential building that is moved from within the City of Conway to another site within the City of Conway providing the use remains the same.*

Any change in use that increases potential traffic generation and/or increase in floor area of this moved nonresidential building are subject to impact fees. (O-04-31)

- (4) Any development for which a completed application for a building permit was submitted prior to the effective date of this section or for which a site plan review has been approved, provided that the construction proceeds according to the provisions of the permit or review and the permit or review does not expire prior to the completion of the construction.*
- (5) The impact fee administrator shall determine the validity of any claim for exemption pursuant to the criteria set forth in this section.*
- (6) In order to promote the economic development of the City or the public health, safety, and general welfare of its residents, the City Council may agree to pay some or all of the impact fees imposed on a proposed development or redevelopment from other funds of the City that are not restricted to other uses. Any such decision to pay impact fees on behalf of an applicant shall be at the discretion of the City Council and shall be made pursuant to goals and objectives articulated by the City Council.*
- (7) Impact fees shall not be collected in the area which legal description is as follows:*

A tract of land that includes all of Sections 18 and 20, T-5-N, R-13-W, and parts of Section 7, 8, 17, 19, 21 and 30, T-5-N, R-13-W and parts of Sections 12 and 13, T-5-N, R-14-W the boundary of said tract is described as follows:

Beginning at the Northwest corner of said Section 18, T-5-N, R-13-W; thence South along the West line of said Section 18 to the south line of Con-Ark Subdivision; thence westerly along the south line and the extension of the south line of Con-Ark Subdivision to the centerline of South German Lane; thence southerly along the centerline of South German Lane to the centerline of Dave Ward Drive; thence easterly along the centerline of Dave Ward Drive to the West line of said Section 18; thence south along the West line of said Section 18 to the Northwest corner of said Section 19; thence South along the West line of said Section 19 to the centerline of Stanley Russ Road; thence easterly along the centerline of Stanley Russ Road to the East line of the SW 1/4, SW 1/4 of said Section 19; thence South along the said East line SW 1/4, SW 1/4, Section 19 to the Northeast corner NW 1/4, NW 1/4 of said Section 30; thence South along the East line of said NW 1/4, NW 1/4, Section 30 to the Southeast corner of said NW 1/4, NW 1/4 Section 30; thence West 466.15 feet along the South line of said NW 1/4, NW 1/4 Section 30; then South 2216.34 feet to a point 461.63 feet west of the west line the NE1/4, SW1/4 of said Section 30; thence easterly to a point on the West line of the NE1/4, SE1/4 of said Section 30, said point being 430 feet north of the southwest corner of said NE1/4, SE1/4 Section 30; thence South, 430

feet along said West line NE1/4, SE1/4 Section 30 to the Southwest corner of said NE1/4, SE1/4, Section 30; thence east along said South line NE1/4, SE1/4 Section 30 to the East line of said Section 30; thence North along said East line Section 30 to the Southwest corner of said Section 20; then easterly along the South line of said Section 20 to the Southwest corner of said Section 21; thence North along the West line of said Section 21 to the ordinary high water line of Lake Conway; thence northeasterly along the said ordinary high water line of Lake Conway to the centerline of Amity Road; thence southeasterly along the centerline of Amity Road to the East line NW1/4, SW1/4 Section 21; thence North along said East line NW1/4, SW1/4 Section 21 and the W1/2, NW1/4 Section 21 to the North line of said Section 21; thence West along the North line of said Section 21 and Section 20 to the East line of the W1/2, SE1/4 of said Section 17; thence North along said East line W1/2, SE1/4 Section 17 to the North line of the said W1/2, SE1/4 Section 17; thence West along said North line W1/2, SE1/4 Section 17 to the East line of the NW1/4 of said Section 17; thence North along said East line NW1/4 Section 17 to the North line of said Section 17; thence west along said North line Section 17 to the centerline of Interstate 40; thence northerly along said centerline of Interstate 40 to a point on the North line SW1/4 of said Section 8; thence westerly along the North line of said SW1/4 of said Section 8 and North line S1/2 of said Section 7 to the northerly extension of the East line of the West 200 feet of Lot 3 Allinder Addition; thence South along said East line of West 200 feet of Lot 3 Allinder Addition to the South line of Lot 3 Allinder Addition; thence West along the South line of Lot 3 and Lot 4 Allinder Addition and westerly extension of said South line to the centerline of Harkrider Avenue; thence South along the centerline at Harkrider Avenue to the easterly extension of the centerline of McKay Avenue; thence West along the extended centerline of McKay Avenue and centerline of McKay Avenue to the centerline of Griffith Street; thence South along the centerline of Griffith Street to the South line of said Section 12, T-5-N, R-14-W; thence East along the South line of said Section 12 to the Northwest corner of said Section 18 and the Point of Beginning.

nor in an area with the boundaries described as follows: Beginning at the corner of the intersection of Harkrider Street (U.S. Highway 65B) and Garland Street proceed west along Garland Street to Markham Street, south to Smith Street, west to Spencer Street, north to Mill Street, west along Mill Street to the railroad, southeasterly along the railroad to Prince Street extended, west to Locust Street, south and southeasterly along Locust Street to College Avenue, northeasterly along College Avenue to the railroad, southeasterly along the railroad to Bruce Street, east to Harkrider Street and northwesterly and north along Harkrider Street to the point of beginning. No impact fee funds collected shall be expected on capital improvements located in the exempt areas.

(8) *No waivers shall be granted for any required impact fees.*

G. Fee Determination

- (1) Any person who applies for a building permit for an impact-generating development, except those exempted or preparing an independent fee calculation study, shall pay a road and park impact fee in accordance with the following fee schedule prior to the final inspection and issuance of a certificate of occupancy. If any credit is due pursuant to subsection K, the amount of such credit shall be deducted from the amount of the fee to be paid.*

Land Use Type	Unit	Roads	Parks	Total
Single-Family (up to 1,000 sq. ft.)	Dwelling	\$787	\$469	\$1,256
Single-Family (1,001 to 1,250 sq. ft.)	Dwelling	\$870	\$531	\$1,401
Single-Family (1,251 to 1,500 sq. ft.)	Dwelling	\$937	\$582	\$1,519
Single-Family (1,501 to 1,750 sq. ft.)	Dwelling	\$992	\$623	\$1,615
Single-Family (1,751 to 2,000 sq. ft.)	Dwelling	\$1,039	\$659	\$1,698
Single-Family (2,001 to 2,250 sq. ft.)	Dwelling	\$1,080	\$690	\$1,770
Single-Family (2,251 to 2,500 sq. ft.)	Dwelling	\$1,117	\$718	\$1,835
Single-Family (2,501 to 3,000 sq. ft.)	Dwelling	\$1,165	\$755	\$1,920
Single-Family (3,001 to 3,500 sq. ft.)	Dwelling	\$1,221	\$797	\$2,018
Single-Family (3,501 to 4,000 sq. ft.)	Dwelling	\$1,268	\$832	\$2,100
Single-Family (4,001 to 4,500 sq. ft.)	Dwelling	\$1,309	\$864	\$2,173
Single-Family (4,501 to 5,000 sq. ft.)	Dwelling	\$1,346	\$891	\$2,237
Single-Family (more than 5,000 sq. ft.)	Dwelling	\$1,379	\$916	\$2,295
Multi-Family	Dwelling	\$771	\$447	\$1,218
Mobile Home/RV Park	Pad	\$558	\$556	\$1,114
Hotel/Motel	Room	\$1,048	na	\$1,048
Retail/Commercial				
Shopping Center/General Retail	1000 sq. ft.	\$1,915	na	\$1,915
Auto Sales/Service	1000 sq. ft.	\$1,779	na	\$1,779
Bank	1000 sq. ft.	\$1,496	na	\$1,496
Convenience Store w/Gas Sales	1000 sq. ft.	\$4,181	na	\$4,181
Golf Course	Hole	\$2,278	na	\$2,278
Health Club	1000 sq. ft.	\$1,603	na	\$1,603
Movie Theater	1000 sq. ft.	\$4,976	na	\$4,976
Restaurant, Sit-Down	1000 sq. ft.	\$2,421	na	\$2,421
Restaurant, Fast Food	1000 sq. ft.	\$5,270	na	\$5,270
Office/Institutional				
Office, General	1000 sq. ft.	\$1,280	na	\$1,280
Office, Medical	1000 sq. ft.	\$3,839	na	\$3,839
Hospital	1000 sq. ft.	\$1,782	na	\$1,782
Nursing Home	1000 sq. ft.	\$499	na	\$499
Church	1000 sq. ft.	\$737	na	\$737
Day Care Center	1000 sq. ft.	\$1,536	na	\$1,536
Elementary/Sec. School	1000 sq. ft.	\$241	na	\$241
Industrial				
Industrial Park	1000 sq. ft.	\$808	na	\$808
Warehouse	1000 sq. ft.	\$576	na	\$576
Mini-Warehouse	1000 sq. ft.	\$200	na	\$200
Vehicle Fueling Station (Not at the time of construction of a convenience store) (Ord. O-03-162)	Fueling Station (each point of fuel transaction)	\$952	na	\$952

- (2) *If the type of impact-generating development for which a building permit is requested is not specified on the above schedule, the impact fee administrator shall determine the fee on the basis of the fee applicable to the most nearly comparable type of land use on the fee schedule. In the case of road impact fees, the impact fee administrator shall be guided in the selection of a comparable type of land use by trip generation rates contained in the most current edition of the report titled Trip Generation, prepared by the Institute of Transportation Engineers (ITE), or articles or reports appearing in the ITE Journal.*

- (3) *In many instances, a particular structure may include auxiliary uses associated with the primary land use. For example, in addition to the actual production of goods, manufacturing facilities usually also have office, warehouse, research, and other associated functions. The impact fees generally are assessed based on the primary land use. If the applicant can document that a secondary land use accounts for over 25% of the gross floor area of the structure, and that the secondary use is not assumed in the trip generation or other impact data for the primary use, then the impact fees may be assessed based on the disaggregated square footage of the primary and secondary land use. Even when located within shopping centers, fast-food restaurants and service stations (convenience stores with gasoline sales) shall be considered primary uses.*
- (4) *If the type of impact-generating development for which a building permit is requested is for a change of land use type or for the expansion, redevelopment, or modification of an existing development, the fee shall be based on the net increase in the fee for the new land use type as compared to the previous land use type.*
- (5) *In the event that the proposed change of land use type, redevelopment, or modification results in a net decrease in the fee for the new use or development as compared to the previous use or development, there shall be no refund of impact fees previously paid.*

H. Independent Fee Calculation

- (1) *The impact fee may be computed by the use of an independent fee calculation study at the election of the applicant, or upon the request of the impact fee administrator, for any proposed land development activity interpreted as not one of those types listed on the fee schedule or as one that is not comparable to any land use on the fee schedule, and for any proposed land development activity for which the impact fee administrator concludes the nature, timing or location of the proposed development makes it likely to generate impacts costing substantially more to mitigate than the amount of the fee that would be generated by the use of the fee schedule.*
- (2) *The preparation of the independent fee calculation study shall be the sole responsibility and cost of the party electing to utilize the study.*
- (3) *Any person who requests to perform an independent fee calculation study shall pay an application fee for administrative costs associated with the review and decision on such study.*

- (4) *The independent fee calculation study shall be based on the same formulas, level of service standards and unit costs for facilities used in the impact fee study, and shall document the methodologies and assumptions used.*
- (5) *The road impact fees shall be calculated according to the following formula.*

<p>$FEE = PROJECT\ VMT \times NET\ COST/VMT$</p> <p>Where:</p> <p>$PROJECT\ VMT = TRIPS \times \% \text{ NEW} \times LENGTH \div 2$</p> <p>$TRIPS = \text{Daily trip ends generated by the development during the work week}$</p> <p>$\% \text{ NEW} = \text{Percent of trips that are primary, as opposed to passby or diverted-link trips}$</p> <p>$LENGTH = \text{Average length of a trip on major road system}$</p> <p>$\div 2 = \text{Avoids double-counting trips for origin and destination}$</p> <p>$NET\ COST/VMT = COST/VMT - CREDIT/VMT$</p> <p>$COST/VMT = COST/VMC \times VMC/VMT$</p> <p>$COST/VMC = \text{Average cost to create a new VMC based on historical or planned projects}$</p> <p>$VMC/VMT = \text{The system-wide ratio of capacity to demand in the major roadway system}$</p> <p>$CREDIT/VMT = \text{Credit per VMT, based on revenues to be generated by new development}$</p>

- (6) *The park impact fees shall be calculated according to the following formula.*

<p>$FEE = PROJECT\ EDUs \times NET\ COST/EDU$</p> <p>Where:</p> <p>$PROJECT\ EDUs = UNITS \times EDUs/UNIT$</p> <p>$UNITS = \text{Number of dwelling units of a given housing type}$</p> <p>$EDUs/UNIT = \text{Number of EDUs represented by one dwelling unit of a given housing type}$</p> <p>$NET\ COST/EDU = COST/EDU - CREDIT/EDU$</p> <p>$COST/EDU = \text{Ratio of total replacement cost of existing park land and improvements to existing EDUs}$</p> <p>$CREDIT/EDU = \text{Credit per EDU, based on revenues to be generated by new development}$</p>

- (7) *An independent fee calculation study submitted for the purpose of calculating a road impact fee may be based on data, information or assumptions from independent sources, provided that:*
 - a. *The independent source is an accepted standard source of transportation engineering or planning data; or*
 - b. *The independent source is a local study on trip characteristics carried out by a qualified transportation planner or engineer pursuant to an accepted methodology of transportation planning or engineering.*

I. Use of Fees

- (1) *An impact fee fund that is distinct from the general fund of the City is hereby created, and the impact fees received will be deposited in the following interest-bearing accounts of the impact fee fund:*
 - a. *Road Impact Fee Account; and*
 - b. *Park Impact Fee Account.*
- (2) *The road impact fee account shall contain only those road impact fees collected pursuant to this section plus any interest which may accrue from time to time on such amounts.*
- (3) *The park impact fee account shall contain only those park impact fees collected pursuant to this section plus any interest which may accrue from time to time on such amounts.*
- (4) *Monies in each impact fee account shall be considered to be spent in the order collected, on a first-in/first-out basis.*
- (5) *The monies in each impact fee account shall be used only for the following:*
 - a. *To acquire or construct system improvements of the type reflected in the title of the account;*
 - b. *To pay debt service on any portion of any current or future general obligation bond or revenue bond issued after the effective date of this section and used to finance major roadway or park system improvements of the type reflected in the title of the account;*

- c. *As described in subsection J, Refunds;*
- d. *As described in subsection K, Credits; or*
- e. *As described in subsection L(4) relating to the costs of administering this section.*

(6) The monies in each impact fee account shall not be used for the following:

- a. *Rehabilitation, reconstruction, replacement or maintenance of existing facilities except to the extent that the projects increase the capacity to serve new development;*
- b. *Ongoing operational costs; or*
- c. *Debt service for any past general obligation bond or revenue bond issued prior to the effective date of this section, or any portion of any current or future bond issued after the effective date of this section and not used to finance major roadway or park system improvements of the type reflected in the title of the account.*

J. Refunds

- (1) *Any monies in the impact fee fund that have not been spent within seven (7) years after the date on which such fee was paid shall be returned to the current owners with earned interest since the date of payment.*
 - a. *Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the present owners of the property within thirty (30) days of the date the refund becomes due. The sending by regular mail of the notices to all present owners of record shall be sufficient to satisfy the requirement of notice.*
 - b. *The refund shall be made on a pro rata basis, and shall be paid in full within ninety (90) days of the date certain upon which the refund becomes due.*
- (2) *If an applicant has paid an impact fee required by this section and the building permit later expires without the possibility of further extension, and the development activity for which the impact fee was imposed did not occur and no impact has resulted, then the applicant who paid such*

fee shall be entitled to a refund of the fee paid, without interest. In order to be eligible to receive such refund, the applicant who paid such fee shall be required to submit an application for such refund within thirty (30) days after the expiration of the permit or extension for which the fee was paid.

- (3) *At the time of payment of any impact fee under this section, the impact fee administrator shall provide the applicant paying such fee with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any collection of any impact fee under this section.*

K. Credits

- (1) *Credit against the road and park impact fees shall be provided for contributions toward the cost of major roadway and park system improvements.*
 - a. *Approved credits for the major roadway and park system improvements shall generally become effective when the improvements have been completed and have been accepted by the City Council under the provisions of a prior agreement. All impact fee credits shall have a reading at one regularly scheduled City Council meeting prior to its passage and approval at any subsequent regularly scheduled City Council meeting.*
 - b. *No credit will be applied to the road impact fee for dedication of right-of-way, since no right-of-way costs were included in the calculation of the road impact fee. No credit will be applied to the road impact fee for improvements to the major roadway system that primarily serve traffic generated by the applicant's project, such as acceleration/deceleration lanes into and out of the project.*
 - c. *Credit for park land dedication shall be based on the value of the land to be dedicated. The value of any land required to be dedicated shall be based upon the "fair market value" of the land at the time of filing the final plat. The value shall be determined by a certified appraiser who is selected and paid for by the applicant, and who uses generally accepted appraisal techniques. If the City disagrees with the appraised value, the City may engage another appraiser at the City's expense, and the value shall be an amount equal to the average of the two appraisals. If either party rejects the average of the two appraisals, a third appraisal shall be*

obtained, with the cost of such third appraisal being borne by the party rejecting the average. The third appraiser shall be selected by the first two appraisers, and the third appraisal shall be binding on both parties. Approved credits for dedicated park land shall become effective when the land has been conveyed to the City and has been accepted by the City.

- (2) *In order to receive credit for major roadway and park system improvements, the developer shall submit complete engineering drawings, specifications, and construction cost estimates to the impact fee administrator. The impact fee administrator shall determine the amount of credit due based on the information submitted, or where such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the impact fee administrator.*
- (3) *To qualify for an impact fee credit, the developer must enter into an agreement with the City as approved by the City Council. The developer agreement shall specify the following:*
 - a. *The amount of the credit;*
 - b. *How the credit will be allocated within the development; and*
 - c. *Whether and how the developer will be reimbursed for any excess credit beyond the impact fees that would otherwise be due from the development.*
- (4) *Unless otherwise specified in a developer agreement, in the event that the impact-generating development for which credits have been issued is sold to different owners, the credits usable by each new owner shall be calculated in terms of a percentage of the impact fees that would otherwise be due from the entire development. If the total amount of development is not known, the maximum potential development under existing development regulations shall be assumed. This percentage reduction will be applied to all impact fees assessed within the development until the total amount of the credits is exhausted or the development is completed, whichever occurs first.*
- (5) *The right to claim credits shall run with the land and may be claimed only by owners of property within the development for which the land was dedicated or the improvement was made. Credits issued for a particular development shall not be transferable to another development.*

- (6) *Credits provided pursuant to this section shall be valid from the effective date of such credits until ten (10) years after such date or until the last date of construction within the development or project for which the credits were issued, whichever occurs first.*
- (7) *Applicants may also obtain credits for major roadway and park system improvements completed prior to the effective date of this section, and may use such credits to reduce the impact fees due after the effective date of this section for major roadway and park system improvements within the same impact-generating development for which the credits were issued. Application for such credits must be made, on forms provided by the City, within two (2) years after the effective date of this section. In the event that the impact-generating development for which the credits are claimed is partially completed, the amount of the credits shall be reduced by the amount of the impact fees for major roadway and park system improvements that would have been charged for the completed portion of the development had this section been in effect. In the event that the impact-generating development project has been fully completed, no credits shall be issued.*

L. Miscellaneous Provisions

- (1) *Nothing in this section shall restrict the City from requiring the construction of reasonable project improvements required to serve the development project, whether or not such improvement are of a type for which credits are available under subsection K, Credits.*
- (2) *The impact fee administrator shall maintain accurate records of the impact fees paid, including the name of the person paying such fees, the project for which the fees were paid, the date of payment of each fee, the amounts received in payment for each fee, and any other matters that the City deems appropriate or necessary to the accurate accounting of such fees. Records shall be available for review by the public during normal business hours and with reasonable advance notice.*
- (3) *Upon request by the City Council, the impact fee administrator shall present to the City Council a proposed capital improvements program that shall assign monies from each impact fee fund to specific projects and related expenses for eligible improvements of the type for which the fees in that fund were paid. Any monies, including any accrued interest, not assigned to specific projects within such capital improvements program and not expended pursuant to subsection J, Refunds, or subsection K,*

Credits, or subsection L(4) below shall be retained in the same impact fee fund until the next fiscal year.

- (4) The City shall be entitled to retain not more than two percent (2%) of each impact fee collected as payment for the expenses of collecting the fee and administering this section. In the case of refunds of impact fees under subsection J, Refunds, the City shall be entitled to retain not more than an additional two percent (2%) of the impact fee payment made by the applicant as payment for the expenses of processing the reimbursement request.*
- (5) If a impact fee has been calculated and paid based on a mistake or misrepresentation, it shall be recalculated.*

 - a. Any amounts overpaid by an applicant shall be refunded by the impact fee administrator to the applicant within thirty (30) days after the acceptance of the recalculated amount, with interest since the date of such overpayment.*
 - b. Any amounts underpaid by the applicant shall be paid to the impact fee administrator within thirty (30) days after the acceptance of the recalculated amount, with interest since the date of such underpayment.*
 - c. In the case of an underpayment to the impact fee administrator, the City shall not issue any additional permits or approvals for the project for which the impact fee was previously underpaid until such underpayment is corrected, and if amounts owed to the City are not paid within such thirty (30) day period, the City may also rescind any permits issued in reliance on the previous payment of such impact fee.*
- (6) The impact fees and the administrative procedures established by this section shall be reviewed at least once every three (3) years.*

M. Appeals

Any determination made by the impact fee administrator charged with the administration of any part of this section may be appealed to the City Council within thirty (30) days from the date of the decision to be appealed.

N. Violation

Furnishing false information on any matter relating to the administration of this section, including without limitation the furnishing of false information regarding the expected size, use, or impacts from a proposed development, shall be a violation of this section.

O. Effective Date

The provisions of this section shall take effect September 1, 2003, and from that date, the provisions herein shall be controlling within the limits of said city. (Ordinance No. O-03-98)

Conway Towne Center, L.L.C

212 Louisiana St
Little Rock Ar 72203

July 15, 2009

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

Re: Conway Towne Center

Dear Mayor Townsell:

This letter is in reference to the Conway Towne Center property located at 201 Skyline Drive which was recently purchased by our investment group, Conway Towne Center, LLC. At the time of purchase, it was apparent that the Center had been suffering from absentee ownership. The clearest indicators of this were outstanding tenant issues that had not been resolved by the landlord and occupancy levels that were below 60%. Unfortunately, this lack of management, coupled with a steady history of decline in leasing over the last several years, created what some could have considered a "Dead Center." Now, with the goal of bringing amenities and value to the City of Conway, our group is committed to revitalizing Conway Towne Center with active management and calculated investment. The Center has lost a number of good retail tenants over the years, and it is our vision to overcome the negative momentum. Currently, we are recruiting the best new national and local retailers to stabilize and reposition the shopping center. Not only do we believe in the long-term growth and strength of Conway, but also are confident that by working closely with the City's leaders, we can make Conway Towne Center a landmark retail destination for the community.


One current negotiation that will be crucial to this revitalization is our recruitment of a large, national movie theater operator. It is contemplated that under a long term lease, a new "State of the Art" twelve-screen movie theater would be built at the Center. Not only would this deal provide crucial momentum to the Center's leasing activity, but it would also serve as a highly valued amenity to the citizens of Conway. Through demographic studies and local research, it is easily seen that a new theater is needed for the City, and this new theater would ultimately translate into increased sales tax revenue that is currently being spent in other municipalities. If we are successful with leasing the project to this new theater tenant, their presence will be a large step towards creating a competitive and vibrant retail property.

In the real estate market today, tenants simply have fewer dollars available to spend on remodeling and related costs of construction. The theater operator we are negotiating with is no exception to this rule. Other markets, which have sharper economic declines than Conway, are creating more competitive opportunities for our theater prospect. Every cost that gets added to the theater project budget hurts our ability to entice this retailer to Conway as they are seeing striking incentives in other markets with larger population densities. Our budget for construction

is already exhausted, and every dollar has been scrutinized through value engineering and other cost saving methods. In an effort to keep this deal moving forward, we would ask the City to create an "Impact Free Zone" for this area to assist us with our redevelopment process. Impact fees are to replace city services affected by a new development. At our site, all roads and utilities have already been provided. The savings realized from the Impact Fee Free Zone will go back into the building and grounds to help this Property generate the positive image that is absolutely necessary with its "Gateway" location on Highway 65. The result will be a new entertainment amenity that will create new sales tax dollars, help revitalize the look of Conway Towne Center, and get the momentum needed to encourage other retailers to follow the new theater into Conway.

Changing perceptions and creating value, especially in an economy like we are in, is not easy and will take a lot of effort and capital on our part. We ask you to consider making the City a partner with us by creating an Impact Free Zone at this property. Our commitment to you is that we will do everything we can to leverage your help and create a more vibrant shopping center rather than allow the property to deteriorate.

Sincerely,



Conway Towne Center, LLC
Haitham Alley -Member

Memo

To: Mayor and City Council Members
From: Lauralee Wilcox McCool, CDBG Director
Date: 8/27/2009
Re: 2009 CDBG Contracts

2009 CDBG Contracts

Attached please find contracts for the agencies receiving CDBG funding.

Only the final contract is included in its entirety. The rest have only the first page. The bulk of the lengthy contracts are the same.

These contracts reflect what the City Council approved in February. We did receive more money than budgeted and so we made three changes:

1. Gave Habitat for Humanity \$16,598 to purchase a lot on which to build.
2. Increased the Faulkner County Council on Aging's (Senior Citizens) funding by \$2,393.
3. Increased Administrative costs by \$5,000 in order to hire additional staff to complete the Pine Street Neighborhood revitalization.

There is an additional \$10,000 that was appropriated to the Pine Street Free Clinic for construction of an educational center. They are no longer building that center. That money will need to be reallocated to another project (not a public service) at a later date.

If you have any questions or concerns, please feel free to contact me. My email is lauralee.mccool@cityofconway.org and my cell phone number is 501.733.1782.

2009 CDBG RECOMMENDATIONS

2009 Projects Requests	Available Funding	2009 PROGRAM YEAR	Recommend	Adjustment
	\$ 277,686.00			
Agency Name	Amount Requested	Project Description 2008		
Pine Street Revitalization Project	\$ 260,000.00	Pine Street Revitalization Project	\$ 150,000.00	
CAPCA	\$ 105,535.00	Rehab for low income housing units	\$ 100,000.00	
Habitat for Humanity	\$ 40,000.00	Land Acquisition	\$ 16,598.00	16,598.00
Pine Street Free Clinic	\$ 10,000.00	Building for education center with stipulations &		
Total	\$ 415,535.00	provisions prior to receiving the money	\$ 266,598.00	
Public Services Requests	Available Funding			
ONLY 15% of total budget	\$ 63,764.00			
Bethlehem House	\$ 15,000.00	Third shift staffing of homeless shelter	\$ 15,000.00	
Boys & Girls Club	\$ 10,000.00	Transportation for kids & supplies upgrade	\$ 9,000.00	
Senior Citizens	\$ 20,000.00	Transportation services the elderly	\$ 12,393.00	2,393.00
FCCDD	\$ 25,000.00	Trans Services to jobs & job training for Disabled	\$ 20,000.00	
Women's Shelter	\$ 5,580.00	Collaborative Transportation Program	\$ 6,000.00	
TOTAL	\$ 75,580.00		\$ 62,393.00	
Administration 20%	\$ 80,000.00	New Staff Member	\$ 85,000.00	5,000.00
GRAND TOTAL OF GRANT			\$ 413,991.00	
Additional available for services \$3,764				
Additional available for admin \$5,019				
Additional available for projects \$16,598				

CITY OF CONWAY AND COMMUNITY ACTION PROGRAM OF CENTRAL ARKANSAS
2009 GRANT CONTRACT AGREEMENT

THIS AGREEMENT made and entered into on this 2nd day of September, 2009, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City”), and Community Action Program of Central Arkansas (CAPCA) (hereinafter referred to as the “Subrecipient”).

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Service:** The Subrecipient shall receive **\$100,000.00** to perform all the necessary services provided under this Contract in accordance with and respecting the following project:

Administer an emergency housing rehabilitation program within low and moderate-income areas of Conway, which will be designated by the City of Conway Community Development Department. CAPCA will:

- 1) **Develop a plan to inform potential grant recipients of the availability of the program**
- 2) **Develop an application and award process that includes priorities and selection criteria and priority will be given to owner-occupied housing.**
- 3) **Conduct inspection s and cost estimates prior to awarding contracts for the rehabilitation work**
- 4) **Approve all rehabilitation plans and monitor work in progress for all houses**
- 5) **Conduct an inspection of completed work and approve payment to contractor.**

CITY OF CONWAY AND HABITAT FOR HUMANITY OF FAULKNER COUNTY
2009 GRANT CONTRACT AGREEMENT

THIS AGREEMENT made and entered into on this 2nd day of September, 2009, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City”), and Habitat for Humanity of Faulkner County (hereinafter referred to as the “Subrecipient”).

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

2. **Scope of Service:** The Subrecipient shall receive **\$16,598.00** to perform all the necessary services provided under this Contract in accordance with and respecting the following project:

Purchase a lot in order to build a Habitat for Humanity home for a low to moderate income family in Conway.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

3. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2009 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City.

**CITY OF CONWAY AND BETHLEHEM HOUSE
2009 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 2nd day of September, 2009, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City"), and Bethlehem House of Faulkner County (hereinafter referred to as the "Subrecipient").

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

4. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

This project is for the hiring of a third shift (overnight) staff person and the funds to do so are in the amount of \$15,000. These funds are to be used for salary to provide an overnight staff person to help with the homeless client needs at homeless shelter (Bethlehem House) which is located at 930 Faulkner Street in the City of Conway. This shelter is to be used for the citizens of Conway whom are without housing. This grant of \$15,000 is to be used in order to assure that emergency shelter and food, clothing and rehabilitative services will be provided to the citizens of Conway.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

5. **Term of Contract:** The services of the Subrecipient are to commence on April 31, 2009 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient.

CITY OF CONWAY AND BOYS & GIRLS CLUB OF FAULKNER COUNTY
2009 GRANT CONTRACT AGREEMENT

THIS AGREEMENT made and entered into on this 2nd day of September, 2009, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City"), and The Boys and Girls Club of Faulkner County (hereinafter referred to as the "Subrecipient").

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

Provide transportation services to the Boys & Girls Club for children from Sallie Cone Elementary where 80% of the children are in low to moderate-income families. CDBG will provide \$9,000.00 to aid in this service.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2009 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract

unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City.

**CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON AGING
2009 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 2nd day of September 2009, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City"), and Faulkner County Council on Aging (hereinafter referred to as the "Subrecipient").

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

6. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

Provide transportation services for the Elderly Citizens of Conway

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

7. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2009 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City's sole discretion. Time is of the essence in the Agreement.

8. **Compensation:** The Subrecipient shall be paid a total consideration of **\$12,393.00** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the

CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON DEVELOPMENTAL DISABILITIES
2009 GRANT CONTRACT AGREEMENT

THIS AGREEMENT made and entered into on this 2nd day of September, 2009, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City"), and Faulkner County Council on Developmental Disabilities (hereinafter referred to as the "Subrecipient").

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

9. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

Provide transportation services for the developmentally disabled and disadvantaged citizens of Conway. CDBG will contribute \$20,000 toward the transportation program.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

10. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2009 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income.

CITY OF CONWAY AND WOMEN'S SHELTER OF CENTRAL ARKANSAS
2009 GRANT CONTRACT AGREEMENT

THIS AGREEMENT made and entered into on this 2nd day of September, 2009 by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City"), and Women's Shelter of Central Arkansas (hereinafter referred to as the "Subrecipient").

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

11. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

To provide transportation services (specifically the salary for the person providing the service) to the clients and children who reside at the Women's Shelter, support groups, and for the women and children that come to the Women's Shelter on an outreach basis. It may also be used to transport Conway's disabled and disadvantaged citizens.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

12. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2009 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City's sole discretion. Time is of the essence in the Agreement.
13. **Compensation:** The Subrecipient shall be paid a total consideration of **\$6,000.00** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix C, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the City for that portion of its obligations, which has been paid by another source of revenue.

The Subrecipient shall notify the City in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

14. **Use of Funds:** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto, which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations of 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 4 CFR 570.609, and Executive Orders 11063, 11246, 113752 12086, and 12259.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the presentation or elimination of slums, or blight, or meet urgent community development needs, as defined in the program regulations.

Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contract with State, Local and Federally-Recognized Indian Tribal Governments," OBM Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Subrecipient is not a government agency, OBM Circular A-122, "Cost Principles for Non-Profit Organizations," or OBM Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A, B, C, F, H, N, and O to OBM Circular A-110, as specified at 24 CFR 570.502(b).

Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

15. **Program Income** Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the City for use in the Community Development Block Grant Program.

If Subrecipient executes an Assignment of Proceeds and Grant of Lien to the City, specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract as Appendix D.

16. **Assignment** Without written consent of the City, this Agreement is not assignable by the Subrecipient, either in whole or part.

17. **Alteration** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. **General Terms and Conditions**

- A. The Subrecipient agrees to submit program status reports to the City on at least an annual basis or more frequently if requested and other reports as may be required.
- B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the request from the City.
- C. The Subrecipient agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. The Subrecipient will also keep a separate checking account to be used for CDBG funds only and to keep out of the general working accounts of the Subrecipient. If the Subrecipient received between \$5,580 and \$100,000 in combined federal assistance during its fiscal year, it agrees to obtain either an audit conducted in accordance with OBM Circular A-133 or a program-specific financial audit. If the Subrecipient receives \$100,000 or more in combined federal assistance, it agrees to obtain either (1) an audit conducted in accordance with OMB circular A-133, or (2) if it participates in only one federal program, a program-specific financial audit.
- D. The Subrecipient agrees that the City or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project.
- E. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than four (4) years after the project terminates and grants the City the option of retention of the project records, books, papers and documents.
- F. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- G. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- H. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- I. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract of subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- J. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- K. The City shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to define, hold harmless and indemnify the City from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- L. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operation, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (C\29

USC 794) (and the implementing regulations of 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.

- M. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this contract be an employee of the City for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of City employees. The Subrecipient shall be deemed at all times in independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- N. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.
- O. The City of Conway's obligation is limited to Subrecipient to receipt of Federal Funds from Housing and Urban Development and Community Development Block Grant funds.
- P. The City of Conway may charge fees/assessments to beneficiary who are not Low to Moderate Income individuals and families
- Q. City of Conway may assess property owners for City of Conway costs of project, which was constructed in part with CDBG funds-for portion paid with non-CDBG funds.
- R. The Subrecipient will deposit all CDBG funds in a separate bank account, maintain bank account, and maintain all receipts and documentation and these accounts are subject to outside audits.

19. **Special Terms and Conditions:**

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the City. All reports or accountings provided for herein shall be rendered whether or not falling due within the contract period.
- B. Further, the City reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:
 - 1) Notification by HUD to the City that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - 2) Notification by HUD to the City that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - 3) Written notification from HUD to the City that the program funds made available to the City are being curtailed, withdrawn, or otherwise restricted.
- C. The City also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

- 1) Fails to file required reports or to meet project progress or completion deadlines;
- 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);
- 3) Expense funds under this Agreement for ineligible activities, services or items;
- 4) Implements the project prior to notification from the City that the federal environmental review process has been completed;
- 5) Violates Labor Standards requirements; or
- 6) Fails to comply with written notice from the City of substandard performance under the terms of this Agreement.

20. Other Provisions:

A. Equal Employment Opportunity

The following provision (1) and (20) are applicable to all contracts and subcontract; provisions (3) through (7) are applicable to all non-exempt construction contracts and subcontracts, which exceed \$10,000:

During the performance of this contract, the Subrecipient agrees as follows:

- (1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status or any other basis prohibited by applicable law.
- (3) The Subrecipient will send to each labor union or representative of workers' with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the City, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- (7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to ensure into such litigation to protect the interests of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with City policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 507.602) issued pursuant to Section 109; no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, martial status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds:

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, sexual orientation, ancestry, national origin, martial status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

- a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- b. Provide any facilities, services, financial aid, or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity.
- c. Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid, or other benefits under the program or activity.

- e. Treat in individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition, which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
 - f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.
- C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by, persons residing in the same area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

- D. Nondiscrimination in Federally Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964(PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, sexual orientation, ancestry, national origin, martial status, or familial status, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

- E. Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the Subrecipient and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work at rates not less than those prevailing on similar construction in the locality as determined

by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts, Which Exceed \$100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provision for the elimination of lead-based paint hazards under 24 CFR Part 35. Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from

revenue sources other than under Title I of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

Subrecipient will comply with the "Count of Conway Community Development Block Grant Program Plan for Minimizing the Displacement of Persons As a Result of Community Development Block Grant Funded Activities" and the "City of Conway Community Development Block Grant Program Residential Antidisplacement and Relocation Assistance Plan." Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the City's "Plan to Assist Persons Actually Displaced by Community Development Block Grant Activities," and Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Lobbying Restrictions

Subrecipient certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

Master Form

Approved As to Form:

Date Approved: _____

Michael Murphy, City Attorney

APPENDIX A

A. DESCRIPTION OF PROJECT

The funds are to be used for operating expenses in order to provide transportation to the clients and their children at the Women’s Shelter of Faulkner County

B. GOALS, OBJECTIVES AND TASKS

1. Goal: Help victims of domestic violence become independent and self-sufficient without returning to the abuser.
2. Objective: Provide the Women’s Shelter of Central Arkansas’ clients have a safe, high quality emergency, and supportive services while either residing or visiting the shelter.

C. BUDGET

Provide part of the salary of the person providing transportation services to clients	\$6,000.00
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D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY “SUBRECIPIENT” TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES

Grantee, SUBRECIPIENT, hereby assigns to CITY OF CONWAY, FAULKNER COUNTY, STATE OF ARKANSAS (“City”) any and all proceeds from future sale or alienation, as herein described, of the property and any improvements described in Exhibit “A” attached hereto and made a part hereof (“the Premises”). The terms and conditions of said assignment are set forth herein and the Undersigned, Grantee of the City’s Community Development Block Grant Program, understands, and acknowledges that:

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.
2. Total development cost of the project is **\$23,684.00**
3. The City of Conway has utilized a portion of its Block Grant to enable Grantee to locate and purchase property with the location to be listed in an addendum to this agreement, more particularly described in Exhibit A. The total Block Grant funding for the project is **\$6,000.00**.
4. The purposes for which Block Grant moneys may be expended are limited by federal statutes and regulations, local policies allowable within the framework of such federal statutes and regulations, and an Operating Agreement entered into between the City of Conway as Implementor of the Community Development Block Grant Program and each recipient of Block Grant funds within the City of Conway, including Grantee.
5. The Block Grant funds available to and/or allocated by the City constitute a valuable community resource. In the event Block Grant funds previously allocated for a particular purpose are not or cannot be utilized for such purpose, it is necessary, proper and in the public interest for such funds to revert to the City of Conway as Implementor of the Community Development Block Grant Program so that such funds may be reallocated for another purpose.

6. In the event CDBG funds are used in whole or in part to purchase or construct, acquire, or for other eligible activities, no funds will be released until the entire project is determined by the City of Conway to be feasible and otherwise conforms to all federal regulations.
7. As a condition of receiving funds for the purchase of property, rehabilitation, or construction of housing or community service facility, the City of Conway will have a lien against the property for a minimum of 10 years. Said lien shall be exercised and enforced if the property is no longer used for its intended purpose during the effective dates of said lien. The lien will be prorated over the number of years it is to be held and in effect. For example if the lien is for ten years and the property has been used for its intended purpose for only six years, the city shall be reimbursed for 40% of the initial grant for the remaining period of time. Grantee agrees to execute any and all documents and agreements necessary for the City of Conway to perfect its lien as agreed herein. Grantee acknowledges that in the event the property is not used for its intended purposes during the term of the lien and if reimbursement is not made as set out above, the City of Conway may exercise and enforce its lien and the premises may be sold, with the proceeds of such a sale to be used to satisfy the lien.

E. PAYMENT PLAN

Grant funds will be made available on a reimbursement basis. In the event that the organization does not have sufficient funds for an eligible expense, the City of Conway may release such funds in order to pay the cost of the eligible expenditure. Receipts, invoices, and other documentation and certifications that expenditures are eligible under contract will accompany all expenditures or reimbursement requests. Without prior written agreement by City of Conway, all subrecipients' funds not expended by the end of the contract period will be reallocated by the City of Conway.

The City of Conway limits its obligations to receipt of federal funds. No general funds of the City of Conway shall be expended to facilitate the project described herein.

F. REPORTING

Subrecipients will submit quarterly progress reports indicating units of service and expenditures to the Director of Community Development. Quarterly reports are to be submitted on (or the next working day following) **April 15, July 15, October 15 and January 15.**

THEREFORE, in consideration of the Block Grant funds made available to Subrecipient and the public purposes for which the Community Development Block Grant program is intended, Subrecipient, for itself and its successors in interest and assigns, hereby agrees as follows:

1. In the event that Grantee ceases for any reason, voluntary or involuntary, to use the Premises for purposes eligible as of this date under paragraphs C and D above, Grantee or its successor in interest shall pay to the City, as Implementer of the Community Development Block Grant Program, the fair market value of the Premises as of the time of such cessation. The City shall have a lien for such sums. Said payment shall be made in the same manner as set out in paragraph (D) (7) above.
2. In the event Grantee's ownership of the Premises is terminated by a foreclosure sale, judicial foreclosure, or deed in lieu of foreclosure, the City's interest at fair market value shall be paid from foreclosure proceeds, to the extent available, to the City as Implementer of the Community Development Block Grant Program. While not required to do so, the City shall have the right to intervene in any such action and have such proceeds paid directly to it.

3. Either party may have this Assignment recorded in the Records of the Circuit Clerk such recording to constitute a lien on the Premises, for the percentage as set forth herein.
4. This Agreement shall be terminated upon payment in full of the debt, which is defined as the prorated share of the based on the proportion of original grant, fair market value of the Premises. This Agreement shall have no force or effect if terminated by operation of law or by foreclosure, as limited by paragraph 4 above.

By execution of this Assignment, Grantee on behalf of itself and its successors in interest accepts and agrees to be bound by the covenants contained herein.

Executed by Grantee this _____ day of _____, 20____.

ATTEST:

By: Beth Goodrich, Executive Director
Women's Shelter of Central Arkansas



City of Conway, Arkansas
Resolution No. R-09- _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO BID ON TAX DELINQUENT LANDS IN THE PINE STREET NEIGHBORHOOD; AND FOR OTHER PURPOSES:

WHEREAS, the City Council of the City of Conway has authorized the Director of Community Development to negotiate the purchase of land in the Pine Street Neighborhood; and a property bordering a potential city development is being sold by the State of Arkansas at a Tax Delinquent auction later this week;

WHEREAS, other property in the area has been appraised at \$16,400 per city lot; the minimum bid is \$1,623.78; and

WHEREAS, the City Council of the City of Conway authorizes the Director of Community Development to bid up to \$16,400 for the lot. Funding will come from CDBG appropriations for the Pine Street Neighborhood revitalization.

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

SECTION 1. The City Council authorizes the Director of Community Development to bid up to \$16,400.00 for the purchase of the property legally known as Lot 12, Block 11 in Burns Addition in Conway, AR containing one (1) lot.

SECTION 2. The city council recognizes that an ordinance authorizing the funding for this transaction will need to be approved upon completion of this transaction. Further, that the City recognizes that pursuant to Arkansas law the current owner may redeem the property subsequent to any such delinquent tax auction and in the event such redemption is made the state will refund the purchase price to the city pursuant to state law.

PASSED this 1st day of September, 2009

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Resolution No. R-09-_____

A RESOLUTION ORDERING THE DEMOLITION OF STRUTURE LOCATED ON 912 FRONT STREET AND DECLARING THE INTENT OF THE CITY TO BRING THE PROPERTY UP TO CITY CODE IF THE OWNER DOES NOT

WHEREAS, there is a structure located at **912 Front Street** which because of its, unsightly, unsafe and unsanitary condition, has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas; and

WHEREAS, Conway's Municipal Code and Arkansas Code Annotated § 14-56-203 authorizes this City Council to, by Resolution, order the clean up of said property by the owner within thirty (30) days after proper service.

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

SECTION 1: That the structure at 912 Front Street in Conway, Arkansas, because of its, unsightly, unsafe and unsanitary condition has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas, and it is hereby ordered that the property be brought up city code by the owner therefore.

SECTION 2: That a notice of the time and place of this meeting was mailed to the owner of said property by certified mail, return receipt requested, advising the owner that the City Council would take action on this matter.

SECTION 3: That a copy of this Resolution be forwarded to the owner of said property by certified mail, return receipt requested, directing that said owner has thirty (30) days in which to bring the property up to city code, then the Mayor of the City of Conway, Arkansas is directed to proceed at once to clean up the property and prepare an itemized statement of cost of bringing the property up to code said structure with a request for payment.

SECTION 4: If payment is not made within ten (10) days after receipt of said itemized statement, the Mayor is directed to sell, at public or private sale, any debris or material obtained from the clean up of property and pay to the owner any balance after the City has been reimbursed. If the proceeds from said sale are not sufficient to cover the cost, then the City shall proceed to file a lien on the property in order to recover the money so owed.

PASSED this 1st day of September, 2009

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett,
City Clerk/Treasurer

City of Conway, Arkansas

Division of Building Permits, Inspections and Code Enforcement
1201 Oak Street

Conway, Arkansas 72032

J. Lynn Hicks, CBO-Building Official / Assistant Director of Permits,
Inspections & Code Enforcement

Phone 501-450-6107

Fax 501-450-6144



August 7, 2009

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
CERTIFIED MAIL #91 3408 2133 3931 6900 7723
AND
REGULAR MAIL

Mr. Randall Todd Dryer
65 Springhill Drive
Greenbrier, AR 72058

RE: RESOLUTION OF INTENT TO CONDEMN THE STRUCTURE LOCATED AT 912 FRONT STREET IN THE CITY OF CONWAY ARKANSAS;

Dear Mr. Dryer,

It has come to our attention that you have failed to comply with the City of Conway violation written January 14, 2009 regarding your property at 912 Front Street.

Therefore, this is to notify you that the Conway City Council will consider a Resolution of Intent to condemn the above-referenced property at its regular meeting at 6 p.m. Tuesday, August 25th, 2009. If that resolution is passed, the city will solicit bids for the demolition and clean up, and the property will be cleaned up 30 days after passage of the resolution date. You will then be sent a bill for the cost of the bid solicitations and clean up.

We recommend that you or your representative attend August 25th, City Council meeting in order to present your input on this issue.

Sincerely,

J. Lynn Hicks, C.B.O.
City of Conway Building Official

CC: Mayor Tab Townsell
Brian Patrick-Director of Planning & Development
Fire Chief-Bart Castleberry

CITY OF CONWAY

Code Enforcement
1201 Oak Street
Conway, Arkansas 72032
501.450.6191



Grant Tomlin
Code Enforcement Officer
Barbara McElroy
Code Enforcement Assistant

TO: Mayor Tab Townsell

Date: August 26, 2009

From: Barbara McElroy
Planning & Development Department

Subject: #1 Cambridge / Pool Removal Bids

The Code Enforcement Department received bids on Tuesday, August 25th, 2009 for the removal of an in-ground pool located at #1 Cambridge Drive. The following bids were received

- A & B Dirt Movers \$14,800
- Paladino Construction \$16,350

We would like to recommend the low bidder A & B Dirt Movers, Inc. for the pool removal project at #1 Cambridge.

Sincerely,

Barbara McElroy
Code Enforcement



City of Conway, Arkansas
Resolution No. R-09-28

**A RESOLUTION ORDERING THE CONDEMNATION AND CLEANUP LOCATED AT #1
CAMBRIDGE DRIVE AND DECLARING THE INTENT OF THE CITY TO BRING THE PROPERTY
UP TO CITY CODE IF THE OWNER DOES NOT**

WHEREAS, there is a pool located at #1 Cambridge Street which because of its dilapidated, unsightly, unsafe and unsanitary condition, has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas; and

WHEREAS, Conway's Municipal Code and Arkansas Code Annotated § 14-56-203 authorizes this City Council to, by Resolution order, the clean up of said property by the owner within thirty (30) days after proper service.

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

SECTION 1: That the pool at #1 Cambridge Street in Conway, Arkansas, because of its dilapidated, unsightly, unsafe and unsanitary condition has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas, and it is hereby ordered that said pool be filled in (closed) and brought up to city code by the owner therefore.

SECTION 2: That a notice of the time and place of this meeting was mailed to the owner of said property by certified mail, return receipt requested, advising the owner that the City Council would take action on this matter.

SECTION 3: That a copy of this Resolution be forwarded to the owner of said property by certified mail, return receipt requested, directing that said owner has thirty (30) days in which to fill in the pool, and if the same be not removed within the thirty (30) days, then the Mayor of the City of Conway, Arkansas is directed to proceed at once to fill in the pool and clean up the property and prepare an itemized statement of cost of bringing the property up to code with a request for payment.

SECTION 4: If payment is not made within ten (10) days after receipt of said itemized statement, the Mayor is directed to sell, at public or private sale, any debris or material obtained from the clean up of property and pay to the owner any balance after the City has been reimbursed. If the proceeds from said sale are not sufficient to cover the cost, then the City shall proceed to file a lien on the personal and/or real estate property in order to recover the money so owed.

PASSED this 9th day of June, 2009

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-09- _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN LANDS LOCATED AT 20 BRONNIE LANE, EAST OF SOUTH HARKRIDER STREET (HWY.365), 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:

SECTION 1: That the City of Conway, Arkansas, hereby accepts the hereinafter described territory, annexed to said City by order of the County Court of Faulkner County, Arkansas, heretofore entered on the **25th** day of **August, 2009**, and said territory being situated in Faulkner County, Arkansas, shall be a part of the City of Conway and shall be zoned **A-1** and described as follows:

Part of the NE¼ SE¼, Section 19 and also a part of the NW¼ SW¼ Section 20, all in T5N, R13W, Faulkner County, Arkansas, more particularly described as beginning at the Northeast corner of said NE¼ SE¼ Section 19, thence S89°18'54"E, 333.76 feet; thence S01°00'37"W, 778.22 feet to the approximate floodway limits; thence along said limits to a point N81°45'25"W, 343.16 feet; thence to a point N65°35'23"W, 48.89 feet; thence to a point N46°24'39"W, 47.14 feet; thence to a point N40°19'08"W, 209.66 feet; thence to a point N50°31'24"W, 177.90 feet; thence to a point N61°36'45"W, 109.19 feet; thence to a point N77°16'05"W, 64.21 feet; thence to a point S85°01'29"W, 66.10 feet; thence to a point S72°18'38"W, 67.89 feet to the West line of a 30 foot ingress/egress easement and also the east right of way of U.S. Hwy. #365; thence along said right of way N14°37'47"W, 152.03 feet; thence leaving said right of way along the North line of said 30 foot easement N89°57'57"E, 357.0 feet; thence N00°02'03"W, 220.0 feet to the North line of the NE¼ SE¼ Section 19; thence leaving the West line of the 30 foot easement along the North line of said NE¼ SE¼ Section 19 East, 342.0 feet to the point of beginning, containing, 11.48 acres, more or less. Subject to Bronnie Lane right of way along the North line and a 30 foot easement along the West line of the above described property.

and that 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.

That portion of Bronnie Lane that fronts upon this property.

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 within the original limits of said City of Conway, Arkansas, and for voting purposes, said lands are hereby assigned to and designated as a part of **Ward 4** of the City of Conway, Arkansas.

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 1st day of **September**, 2009.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 20, 2009

Council Members
Conway, AR 72032

Dear Council Members:

A request for annexation with **A-1** zoning for property located at 20 Bronnie Lane, east of South Harkrider Street (Hwy. 365) with the legal description

Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 19 and also a part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 20, all in T5N, R13W, Faulkner County, Arkansas, more particularly described as beginning at the Northeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 19, thence S89°18'54"E, 333.76 feet; thence S01°00'37"W, 778.22 feet to the approximate floodway limits; thence along said limits to a point N81°45'25"W, 343.16 feet; thence to a point N65°35'23"W, 48.89 feet; thence to a point N46°24'39"W, 47.14 feet; thence to a point N40°19'08"W, 209.66 feet; thence to a point N50°31'24"W, 177.90 feet; thence to a point N61°36'45"W, 109.19 feet; thence to a point N77°16'05"W, 64.21 feet; thence to a point S85°01'29"W, 66.10 feet; thence to a point S72°18'38"W, 67.89 feet to the West line of a 30 foot ingress/egress easement and also the east right of way of U.S. Hwy. #365; thence along said right of way N14°37'47"W, 152.03 feet; thence leaving said right of way along the North line of said 30 foot easement N89°57'57"E, 357.0 feet; thence N00°02'03"W, 220.0 feet to the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 19; thence leaving the West line of the 30 foot easement along the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 19 East, 342.0 feet to the point of beginning, containing, 11.48 acres, more or less. Subject to Bronnie Lane right of way along the North line and a 30 foot easement along the West line of the above described property.

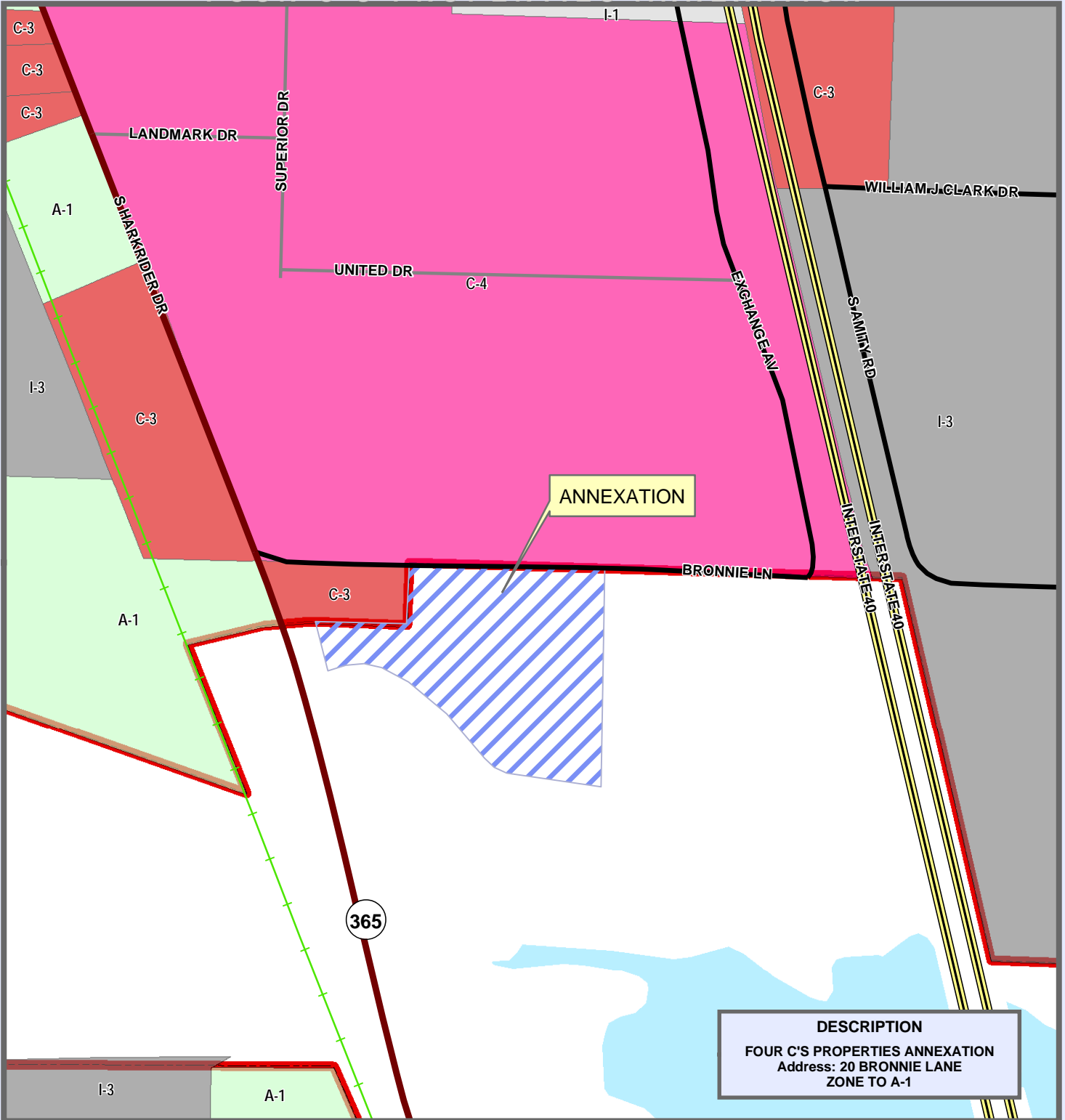
was reviewed by the Planning Commission at its regular meeting on August 17, 2009. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation for approval. Neither the applicant nor his representative was present to speak for this requested annexation.

Submitted by,

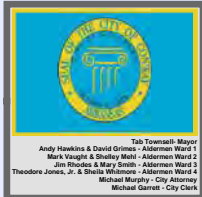
Terry Sossong, Chairman
Planning Commission

CITY OF CONWAY

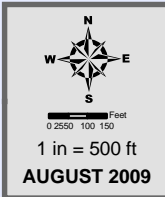
FOUR C'S PROPERTIES ANNEXATION



DESCRIPTION
FOUR C'S PROPERTIES ANNEXATION
 Address: 20 BRONNIE LANE
 ZONE TO A-1



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	
		Special	S-1
			A-1
			PUD



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 LANDMARK INS WEBSITE:
gis.cityofconway.org/LANDMARK_DEVELOPMENT
 E-MAIL: Jason.Lyon@CityOfConway.org



City of Conway, Arkansas
Ordinance No. O-09- _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN LANDS COMPRISED OF THREE TRACTS WITH STREET FRONTAGE ALONG THE EAST SIDE OF OLD MILITARY ROAD ADDRESSED AS 1624 OLD MILITARY ROAD AND WITH THE TRACTS SOUTHERN BORDER ADJACENT TO THE NORTHERN BORDER OF DEERBROOK SUBDIVISION 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:

SECTION 1: That the City of Conway, Arkansas, hereby accepts the hereinafter described territory, annexed to said City by order of the County Court of Faulkner County, Arkansas, heretofore entered on the 25th day of **August, 2009**, and said territory being situated in Faulkner County, Arkansas, shall be a part of the City of Conway and shall be zoned **A-1** and described as follows:

Tract 1:

Part of the S½ SW¼, Section 22, T5N, R14W, Faulkner County, Arkansas, described as beginning at the northwest corner of said S½ SW¼; thence south 89 degrees 30 minutes 40 seconds east along the north line of said S½ SW¼ 927.0 feet to the point of beginning; thence continuing south 89 degrees 30 minutes 40 seconds east 396.37 feet to the northeast corner of the SW¼ SW¼; thence south 0 degrees 01 minutes 28 seconds east 423.0 feet; thence north 89 degrees 30 minutes 40 seconds west 396.46 feet; thence north 423.0 feet to the point of beginning.

Tract 2:

Part of the S½ SW¼ of Section 22, T5N, R14W, Faulkner County, Arkansas, described as beginning at the northwest corner of said S½ SW¼; run thence south 89 degrees 30 minutes 40 seconds east 515.0 feet; thence south 423.0 feet; thence north 89 degrees 30 minutes 40 seconds west 515.0 feet; thence north 423.0 feet to the point of beginning. Reserving the west 25 feet for public road purposes.

Tract 3:

Part of the S½ SW¼, Section 22, T5N, R14W, Faulkner County, Arkansas, described as beginning at the northwest corner of said S½ SW¼; thence south 89 degrees 30 minutes 40 seconds east along the north line of said S½ SW¼ 515.0 feet to the point of beginning; thence continuing south 89 degrees 30 minutes 40 seconds east 412.0 feet; thence south 423.0 feet; thence north 89 degrees 30 minutes 40 seconds west 412.0 feet; thence north 423.0 feet to the point of beginning.

and that 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.

That portion of Old Military Road that fronts upon this property.

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 within the original limits of said 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.

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 1st day of **September**, 2009.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 20, 2009

Council Members
Conway, AR 72032

Dear Council Members:

A request for annexation with **A-1** zoning for property comprised of three tracts with street frontage along the east side of Old Military Road addressed as 1624 Old Military Road and with the tracts southern border adjacent to the northern border of Deerbrook Subdivision with the legal description

Tract 1:

Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 22, T5N, R14W, Faulkner County, Arkansas, described as beginning at the northwest corner of said S $\frac{1}{2}$ SW $\frac{1}{4}$; thence south 89 degrees 30 minutes 40 seconds east along the north line of said S $\frac{1}{2}$ SW $\frac{1}{4}$ 927.0 feet to the point of beginning; thence continuing south 89 degrees 30 minutes 40 seconds east 396.37 feet to the northeast corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence south 0 degrees 01 minutes 28 seconds east 423.0 feet; thence north 89 degrees 30 minutes 40 seconds west 396.46 feet; thence north 423.0 feet to the point of beginning.

Tract 2:

Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 22, T5N, R14W, Faulkner County, Arkansas, described as beginning at the northwest corner of said S $\frac{1}{2}$ SW $\frac{1}{4}$; run thence south 89 degrees 30 minutes 40 seconds east 515.0 feet; thence south 423.0 feet; thence north 89 degrees 30 minutes 40 seconds west 515.0 feet; thence north 423.0 feet to the point of beginning. Reserving the west 25 feet for public road purposes.

Tract 3:

Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 22, T5N, R14W, Faulkner County, Arkansas, described as beginning at the northwest corner of said S $\frac{1}{2}$ SW $\frac{1}{4}$; thence south 89 degrees 30 minutes 40 seconds east along the north line of said S $\frac{1}{2}$ SW $\frac{1}{4}$ 515.0 feet to the point of beginning; thence continuing south 89 degrees 30 minutes 40 seconds east 412.0 feet; thence south 423.0 feet; thence north 89 degrees 30 minutes 40 seconds west 412.0 feet; thence north 423.0 feet to the point of beginning.

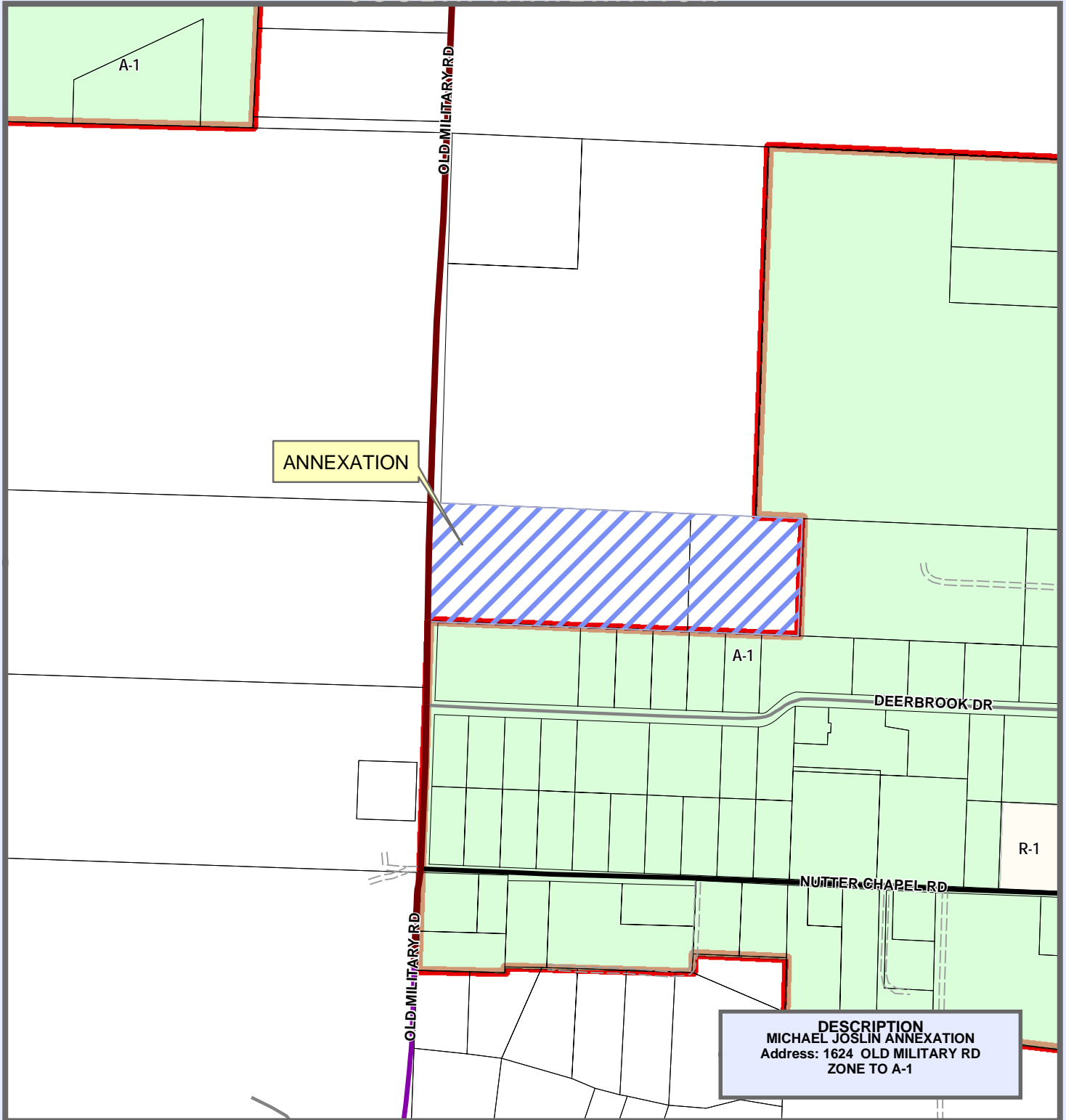
was reviewed by the Planning Commission at its regular meeting on August 17, 2009. The Planning Commission voted 8 – 0 that the request for annexation with **A-1** zoning be sent to the City Council with a recommendation for approval.

Submitted by,

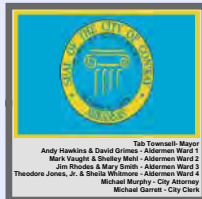
Terry Sossong, Chairman
Planning Commission

CITY OF CONWAY

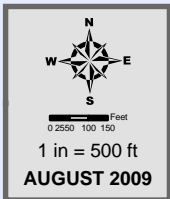
JOSLIN ANNEXATION



DESCRIPTION
MICHAEL JOSLIN ANNEXATION
 Address: 1624 OLD MILITARY RD
 ZONE TO A-1



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			S-1
			A-1
			PUD
			I-1
			RU-1
			I-3



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 LANDMARK GIS WEBSITE
gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityOfConway.org



City of Conway, Arkansas
Ordinance No. O-09-___

AN ORDINANCE AMENDING ORDINANCE O-94-54 CITY OF CONWAY ZONING ORDINANCE BY REFERENCE, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

WHEREAS, The City of Conway would like to create a Specific Plan (SP) zoning Category that would allow individualized zoning standards, specific land uses, and/or design standards for each particular district, and;

WHEREAS, It is desirable to create a zoning category that provides a means by which individualized zoning standards can be created for specific and unique areas in which conventional zoning cannot achieve desired results and;

WHEREAS, It is desirable to create a zoning category that encourages development and revitalization particularly of neighborhoods, of blighted areas, and undeveloped or underdeveloped areas that is not possible through current zoning districts;

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

SECTION 1. That Ordinance O-94-54, the City of Conway Zoning Ordinance, as adopted on the 27th Day of September 1994, is hereby amended by readopting by reference Section 401.11 - Specific Plan, which was approved following notice as required by law, such amendment consisting of the amended text of which not less than three (3) copies have been and now are filed in the office of the City Clerk of the City of Conway, Arkansas.

SECTION 2. That 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 1st day of **September**, 2009.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

SECTION 401.11 – SPECIFIC PLAN (SP) DISTRICT

A. GENERAL DESCRIPTION

The Specific Plan (SP) district provides a means by which individualized zoning standards can be created for defined areas in which conventional zoning cannot achieve desired results. The SP district may be applied as either a base zone or an overlay zone depending on the defined area's needs and the scope of any proposed project(s) within the defined area. The SP district must be accompanied by a Specific Plan, which is a small-area plan document designed with community input. Each Specific Plan has its own non-transferable set of regulations which may combine some or all of the following elements for a defined area into one document: zoning standards, list of acceptable land uses, design guidelines, infrastructure plan, phasing plan, and other elements as appropriate.

The Planning and Development Department shall schedule a Specific Plan study for an area upon the request of the Conway Planning Commission, Conway City Council, or the Mayor's Office, or upon its own initiative. Businesses, institutions, and/or residents may request that an area be considered for a Specific Plan study by contacting any of the above entities. Generally, developer-initiated projects are not appropriate for Specific Plan studies; rather, private developers should follow the guidelines for Planned Unit Developments for large-scale projects that are not possible through conventional zoning. (See *Section 401.9 – Planned Unit Development*.)

B. SPECIFIC PLAN DISTRICT REQUIREMENTS

1. Land Use Controls

Pre-existing, legal, non-conforming uses shall be allowed to continue in a SP district.

2. Plan Elements

A Specific Plan shall include the following elements:

- a. Identification of the SP district's scope (i.e. overlay or base zone);
- b. A map showing the proposed district boundaries and the relationship of the district to uses and structures within close proximity of the district boundaries;
- c. A map or aerial photo of the proposed district and the area immediately surrounding it, showing sufficient topographic data to indicate clearly the character of the terrain; waterways; and the location of existing development;

- d. A map depicting the proposed development pattern either by land use or by transect zone;
- e. A written document describing in detail the zoning standards for each block, parcel, or other unit. The following standards must be included:
 - i. Minimum lot area (in square feet)
 - ii. Minimum lot width at building line (in feet)
 - iii. Maximum lot coverage (percent)
 - iv. Setbacks from all sides (in feet)
 - v. Height restrictions
- f. A list of land uses allowed by right or by condition;
- g. A map depicting the location and configuration of all infrastructure and public facilities proposed within the SP district. Such facilities include but are not limited to roads, sewers, lift stations, drainage facilities, fire stations, police substations, parks, libraries, communications equipment, and similar facilities;
- h. A written and illustrated document, describing in detail any design guidelines for the development, including but not limited to architectural style, materials, colors, themes, streetscapes, public realm elements, and similar issues; and
- i. Other elements as appropriate such as grading plans, wildlife mitigation plans, open space management plans, hazardous materials remediation plans, etc.

C. PROCEDURES FOR OBTAINING SP REZONING APPROVAL

1. Advisory Committee

The Planning and Development Department Director or designee shall identify agencies, organizations, individuals, and City departments with interests in the study area and form an Advisory Committee consisting of representatives from those groups. The Planning Commission and/or City Council may recommend or require that specific agencies, organizations, and/or individuals be included in the Advisory Committee. The purpose of the Advisory Committee is to investigate existing conditions and previous plans in order to determine feasible future development scenarios. The Advisory Committee shall meet a minimum of one time; additional meetings should be scheduled as needed.

2. Public Meetings

The Planning and Development Department Director or designee shall convene at least two public meetings prior to submitting a SP rezoning request to the Planning Commission. The initial public meeting should include a presentation in which the Planning and Development Department staff provides possible development or redevelopment scenarios. The final public meeting should include a presentation at which the final development or redevelopment proposal is provided. Additional public meetings, workshops, focus group meetings, open house events, and presentations may be scheduled as needed by the Planning and Development Department Director or designee. All meetings shall be advertised at least 14 days in advance via the City's official website, the Planning and Development Department's official website, prominent signage, letter or email announcements, cable television announcements, or any other means deemed practical and appropriate by the Planning and Development Department Director or designee.

3. Public Notice of Planning Commission Hearing

Prior to the Planning Commission's review of the SP rezoning request, sufficient notice of a public hearing for rezoning shall be furnished in accordance with state law.

4. Planning Commission Action

The Planning Commission shall review the SP rezoning request and accompanying Specific Plan document and conduct a public hearing at which time the Planning and Development Director or designee, as well as members of the community, may address the Commission. The SP rezoning request must clarify whether the rezoning will change the base zone or add an overlay to the existing base zone. The Planning Commission shall take one of four actions: send the rezoning request to the City Council with a positive recommendation; send the rezoning request to the City Council with a negative recommendation; send the rezoning request to the City Council with no recommendation; or hold the rezoning request in committee pending additional information or clarification. The Planning Commission may require additional public meetings or plan revisions prior to issuing a recommendation.

5. City Council Consideration

Upon receiving the SP recommendation from the Planning Commission and reviewing the SP rezoning request and Specific Plan document, the City Council shall consider an ordinance establishing a SP district. The City Council shall take one of three actions: approve the SP request as recommended by the Planning Commission; approve the SP request with amendment(s); or deny the SP request.

D. PROCEDURES FOR AMENDING A SPECIFIC PLAN

Changes to a SP district should occur within the framework of the Specific Plan. If, at any time, any individual, organization, business, and/or City department find it necessary or desirable to amend the approved Specific Plan, a plan modification may be requested. Such request shall be made in writing to the Director of Planning and Development, who will determine whether the requested modification meets the criteria of a minor modification or major modification. All modifications must be consistent with the intent of this ordinance. (See Section A, *General Description*.)

1. Minor Modifications

Minor modifications are granted administratively by the Director of Planning and Development and do not require legislative action. For a requested modification to be classified as minor, the modification must alter one or more provisions of the Specific Plan and must not: expand the types of land uses specifically allowed in the approved Specific Plan; change the character, function, or number of streets approved in the Specific Plan; create any foreseeable significant increase in traffic volume or result in any foreseeable negative impacts on traffic flow; or create any significant change to the nature or character of the approved Specific Plan.

2. Major Modifications

Major modifications are tentatively granted by the Director of Planning and Development and require City Council notification. A modification that would result in any of the following will be deemed major: expansion of the types of land uses specifically allowed in the approved Specific Plan; change in the character, function, or number of streets approved in the Specific Plan; foreseeable significant increase in traffic volume or foreseeable negative impacts on traffic flow; or any significant change to the nature or character of the approved Specific Plan. Additionally, the Director of Planning and Development may elect to follow the method for major modification approval for any modification of any lesser magnitude, particularly if such modification is deemed to be in the public interest.

a. Major Modification Approved by Director of Planning and Development.

The Director of Planning and Development may approve the major modification and grant the request.

- i. City Council Notification: If the Director of Planning and Development grants the requested major modification, he/she must notify all City Council members on the same day that the modification is granted. The notification must be delivered by letter, email, telephone contact, placement of a notice in each Councilperson's mailbox at City Hall, or another manner approved by the Mayor.

- ii. City Council Objections: If any individual City Council member objects to the major modification, the Council member must notify the Director of Planning and Development of such objection within no less than five (5) working days from the date of the Director's decision to grant the request. Upon receiving an objection from a Council member, the Director shall refer the major modification request to the Planning Commission for review.
 - (a) Public Notice of Planning Commission Hearing. Prior to the Planning Commission's review of the SP district modification request, sufficient notice of a public hearing for rezoning shall be furnished in accordance with state law and per the public hearing procedure outlined in Article 901.4(C)(3) of the Conway Zoning Ordinance.
 - (b) Planning Commission Approval. After reviewing the major modification request, the Planning Commission may grant the request.
 - (c) Planning Commission Denial. After reviewing the major modification request, the Planning Commission may deny the request. If the Planning Commission denies the major modification request, the applicant may appeal the decision to the City Council by submitting a notice of appeal to the Planning and Development Department no less than thirty (30) working days from the date of the Planning Commission's decision. The appeal shall be placed on the agenda of the next scheduled meeting of the City Council. The City Council's decision is final.

- b. Major Modification Denied by Director of Planning and Development. The Director of Planning and Development may deny the major modification request. The Director's decision may be appealed to the Planning Commission by notifying the Planning Commission of such appeal no less than thirty (30) working days from the date of the Director's decision to deny the major modification request.
 - i. Public Notice of Planning Commission Hearing. Prior to the Planning Commission's review of the PUD modification request, sufficient notice of a public hearing for rezoning shall be furnished in accordance with state law and per the public hearing procedure outlined in Article 901.4(C)(3) of the Conway Zoning Ordinance.
 - ii. Planning Commission Approval. After reviewing the major modification request, the Planning Commission may grant the request.

- iii. Planning Commission Denial. After reviewing the major modification request, the Planning Commission may deny the request. If the Planning Commission denies the major modification request, the applicant may appeal the decision to the City Council by submitting a notice of appeal to the Planning and Development Department no less than thirty (30) working days from the date of the Planning Commission's decision. The appeal shall be placed on the agenda of the next scheduled meeting of the City Council. The City Council's decision is final.

3. Additional Rules Regarding Modifications

- a. Public Hearing. The request for a major modification shall not subject the entire Specific Plan to a public hearing. Only the portion(s) of the Specific Plan necessary to evaluate the major modification request under consideration is (are) subject to any required public hearing(s).
- b. Precedent. Minor and major modifications shall be considered unique and shall not set precedent for other SP districts or developments.
- c. Changes to the Specific Plan Document. The text and any affected maps, diagrams, and/or images contained within the Specific Plan document shall be amended to reflect any modification(s) to the Specific Plan.

E. SPECIFIC PLAN AVAILABILITY

All Specific Plans approved and adopted by the City Council shall be maintained on file in the Planning and Development Department office as printed documents and shall be available for public inspection during regular business hours. Individuals, businesses, and/or organizations desiring printed copies of a specific plan may do so for a reasonable administrative fee per printed page.

F. ZONING MAP DESIGNATION

A SP District shall be noted on the official Zoning Map by the designation "SP," followed by the name of the Specific Plan and the ordinance number assigned to it by the City Clerk upon adoption by the City Council. On the Zoning Map, the SP district shall either take the place of the base zone(s) or be appended to the base zone(s) as an overlay, depending upon the scope of the SP district.

G. REVIEW OF PLANS

Subdivision, Development Review, and building permit applications for projects in a SP district shall be accepted only if the project plans are consistent with the standards of the adopted Specific Plan.



City of Conway, Arkansas
Ordinance No. O-09- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY THAT IS BOUNDED ROUGHLY BY SIEBENMORGEN ON THE NORTH, I-40 AND GUM STREET ON THE EAST, MERRIMAN ON THE SOUTH, AND SPENCER ON THE WEST FROM R-2, MF-3, O-1, O-2, O-3, C-1, C-3, S-1 TO SP:

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 **R-2, MF-3, O-1, O-2, O-3, C-1, C-3, S-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Beginning at the intersection of Siebenmorgen Road and Harkrider Street; thence east along Siebenmorgen Road to the western right of way of Interstate 40; thence southeasterly along the Interstate 40 right of way to the projected intersection of Gum Street and the Interstate 40 right of way; thence south along Gum Street to the intersection of Merriman Street; thence west along Merriman Street to Harkrider Street; thence north along Harkrider Street to Garland Street; thence west along Garland Street to Spencer Street; thence north along Spencer Street to Pine Street; thence east along Pine Street to Markham Street, thence north along Markham Street to Spruce Street; thence east along Spruce Street to Harkrider Street; thence northwesterly along Harkrider Street to the point of beginning at the intersection of Harkrider Street and Siebenmorgen Street. The area shall also include Lots 9, 10, 11, 12, 13, and 14 of Block 1 of the Browns Subdivision.

to those of **SP**, 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.

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 1st day of **September**, 2009.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 20, 2009

Council Members
Conway, AR 72032

Dear Council Members:

A request for rezoning from R-2, MF-3, O-1, O-2, O-3, C-1, C-3, S-1 to SP for the property that is bounded roughly by Siebenmorgen on the north, I-40 and Gum Street on the east, Merriman on the south, and Spencer on the west with the legal description

Beginning at the intersection of Siebenmorgen Road and Harkrider Street; thence east along Siebenmorgen Road to the western right of way of Interstate 40; thence southeasterly along the Interstate 40 right of way to the projected intersection of Gum Street and the Interstate 40 right of way; thence south along Gum Street to the intersection of Merriman Street; thence west along Merriman Street to Harkrider Street; thence north along Harkrider Street to Garland Street; thence west along Garland Street to Spencer Street; thence north along Spencer Street to Pine Street; thence east along Pine Street to Markham Street, thence north along Markham Street to Spruce Street; thence east along Spruce Street to Harkrider Street; thence northwesterly along Harkrider Street to the point of beginning at the intersection of Harkrider Street and Siebenmorgen Street. The area shall also include Lots 9, 10, 11, 12, 13, and 14 of Block 1 of the Browns Subdivision.

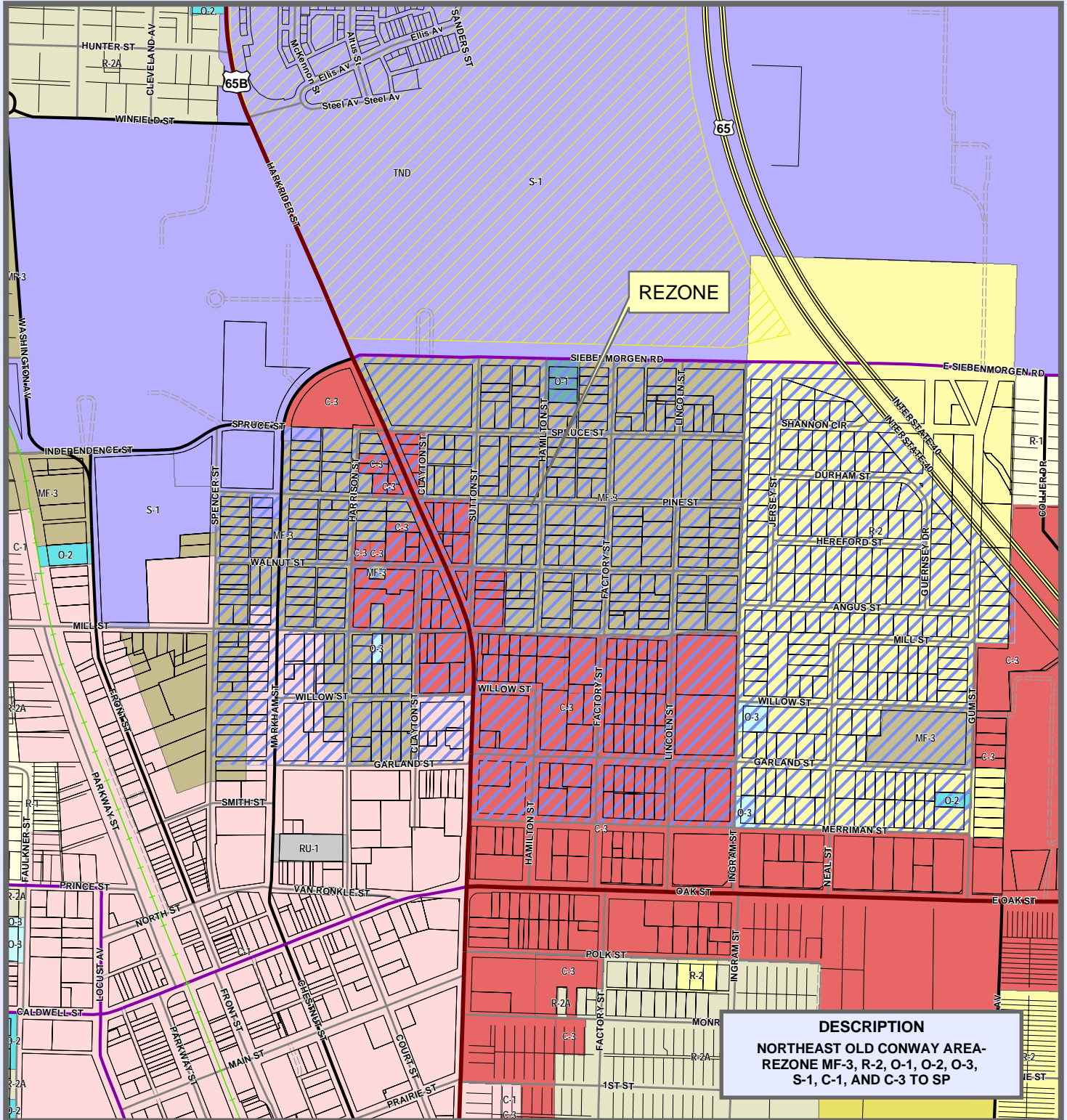
was reviewed by the Planning Commission at its regular meeting on August 17, 2009. The Planning Commission voted 7 – 0 – 1 that the request be sent to the City Council with a recommendation for approval. Planning Commissioner Kent Mathis abstained from voting on this item.

Submitted by,

Terry Sossong, Chairman
Planning Commission

CITY OF CONWAY

NORTHEAST OLD CONWAY AREA REZONE TO SP



DESCRIPTION
NORTHEAST OLD CONWAY AREA-
REZONE MF-3, R-2, O-1, O-2, O-3,
S-1, C-1, AND C-3 TO SP

Tab Townsash - Mayor
 Andy Hawkins & David Grimes - Aldermen Ward 1
 Mark Vaughn & Shelley Mehl - Aldermen Ward 2
 Jim Rhodes & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
 Michael Murphy - City Attorney
 Michael Garrett - City Clerk

Bryan Patrick - Director
 Ken Pickett - Assistant Director
 Christy Sutherland - Planner
 Donald Anthony - Planner
 Wes Craiglow - Planner
 Jason Lyon - GIS Coordinator

CONWAY PLANNING COMMISSION
 Terry Sosong - Chair
 Sandy Mabry - Vice-Chair

<ul style="list-style-type: none"> — INTERSTATE — MAJOR ARTERIAL — MINOR ARTERIAL — COLLECTOR — RESIDENTIAL — PRIVATE ROAD — INTERSTATE RAMP — RAILROADS 	<ul style="list-style-type: none"> — LOT LINE — STREAMS — LAKES & PONDS — CITY LIMITS
--	---

Residential R-1 R-2A R-2 HR SR	Commercial C-1 C-2 C-3 C-4	Office O-1 O-2 O-3	Industrial I-1 RU-1 I-3 RMH	Special S-1 A-1 PUD
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0 75 150 300 450 Feet
1 in = 700 ft
AUGUST 2009

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 LANDMARK GIS WEBSITE:
gis.cityofconway.org/LANDMARK_DEVELOPMENT/
 E-MAIL: Jason.Lyon@CityOfConway.org

Northeast Old Conway Area Specific Plan

August 25, 2009

Northeast Old Conway Area Specific Plan

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Introduction

The *Northeast Old Conway Area Specific Plan* serves as the supporting document for the SP district that encompasses the Northeast Old Conway Area. The plan is based upon the findings and recommendations of the *Northeast Old Conway Area Study*, a comprehensive small-area study coordinated by the Conway Planning and Development Department in 2008 and 2009. During the course of the study process, the Planning and Development Department consulted with other agencies, organizations, and individuals, making the study a collaborative effort. Representatives from the Mayor's Office, Community Development Office, Police Department, City Council, Planning Commission, and Pine Street Area Community Development Corporation participated in the process. Additionally, a series of three public meetings and a community workshop enabled residents, property owners, and other stakeholders to participate in the study and the planning process.

When fully implemented, the *Northeast Old Conway Area Specific Plan* should serve as a tool for correcting many of the irregularities and incompatibilities brought about by a century of traditional Euclidean zoning. Examples of these problems are evident throughout the subject area: commercial and light industrial uses directly abut single-family residential uses; a traditional, urban, single-family residential neighborhood has been zoned for high-density, multi-family housing for decades; another neighborhood has been zoned for duplexes despite being populated by traditional, single-family residential homes; and many later homes throughout the area do not match the character, building types, or setbacks of the older, traditional homes. The *Northeast Old Conway Area Specific Plan* utilizes the rural-to-urban transect to determine both form and use. The transect model is a widely-recognized, increasingly-used model that supports traditional neighborhoods, walkability, and appropriate mixed land uses. Additional information about the transect model may be found in the *Northeast Old Conway Area Study* or at <http://www.smartcodecentral.com/transect.html>.

The *Northeast Old Conway Area Specific Plan* is in accord with the standards set forth for SP districts in Section 401.11 of the Conway Zoning Ordinance. The plan includes each of the elements outlined in Section 401.11(B)(2) of the ordinance; further, public meetings and hearings were conducted in a manner compliant with the ordinance.

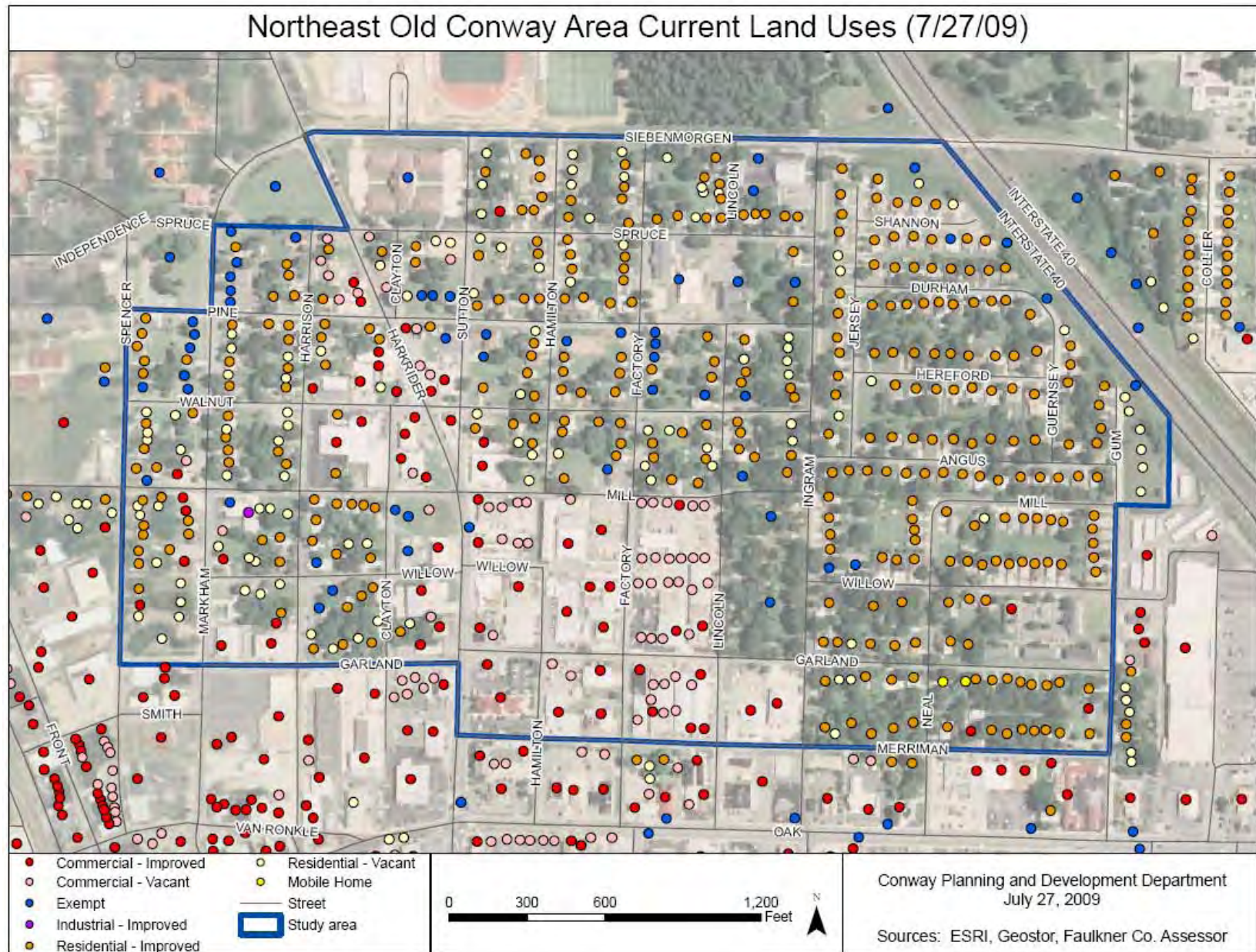
I. District Boundaries

The Northeast Old Conway Area study area shall be defined as:

Beginning at the intersection of Siebenmorgen Road and Harkrider Street; thence east along Siebenmorgen Road to the western right of way of Interstate 40; thence southeasterly along the Interstate 40 right of way to the projected intersection of Gum Street and the Interstate 40 right of way; thence south along Gum Street to the intersection of Merriman Street; thence west along Merriman Street to Harkrider Street; thence north along Harkrider Street to Garland Street; thence west along Garland Street to Spencer Street; thence north along Spencer Street to Pine Street; thence east along Pine Street to Markham Street, thence north along Markham Street to Spruce Street; thence east along Spruce Street to Harkrider Street; thence northwesterly along Harkrider Street to the point of beginning at the intersection of Harkrider Street and Siebenmorgen Street. The area shall also include Lots 9, 10, 11, 12, 13, and 14 of Block 1 of the Browns Subdivision.

Map 1 shows the physical boundaries of the Northeast Old Conway Area and current land uses within both the affected area and properties immediately surrounding the affected area.

Map 1. Physical Boundaries and Current Land Uses

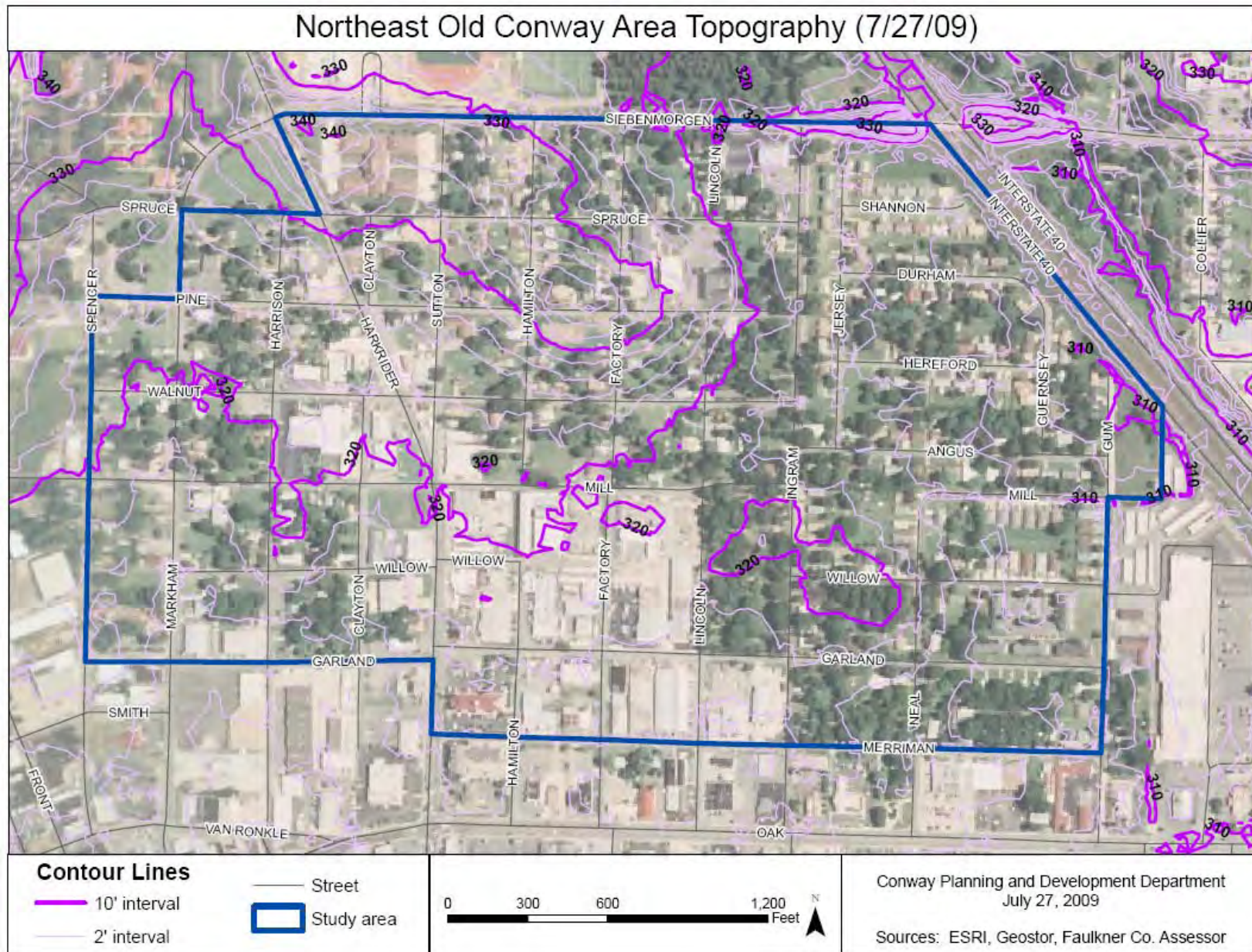


II. Topography

The Northeast Old Conway Area is relatively flat, peaking at 340 feet in the northwest corner, near the Village of Seven Mornings. The lowest point in the area is the easternmost edge (the Gum Street area), where the elevation is approximately 310 feet. The area's terrain slopes gently from north to south.

Map 2 shows contour lines for the Northeast Old Conway Area at intervals of two feet (intermediate lines) and ten feet (index lines).

Map 2. Topography



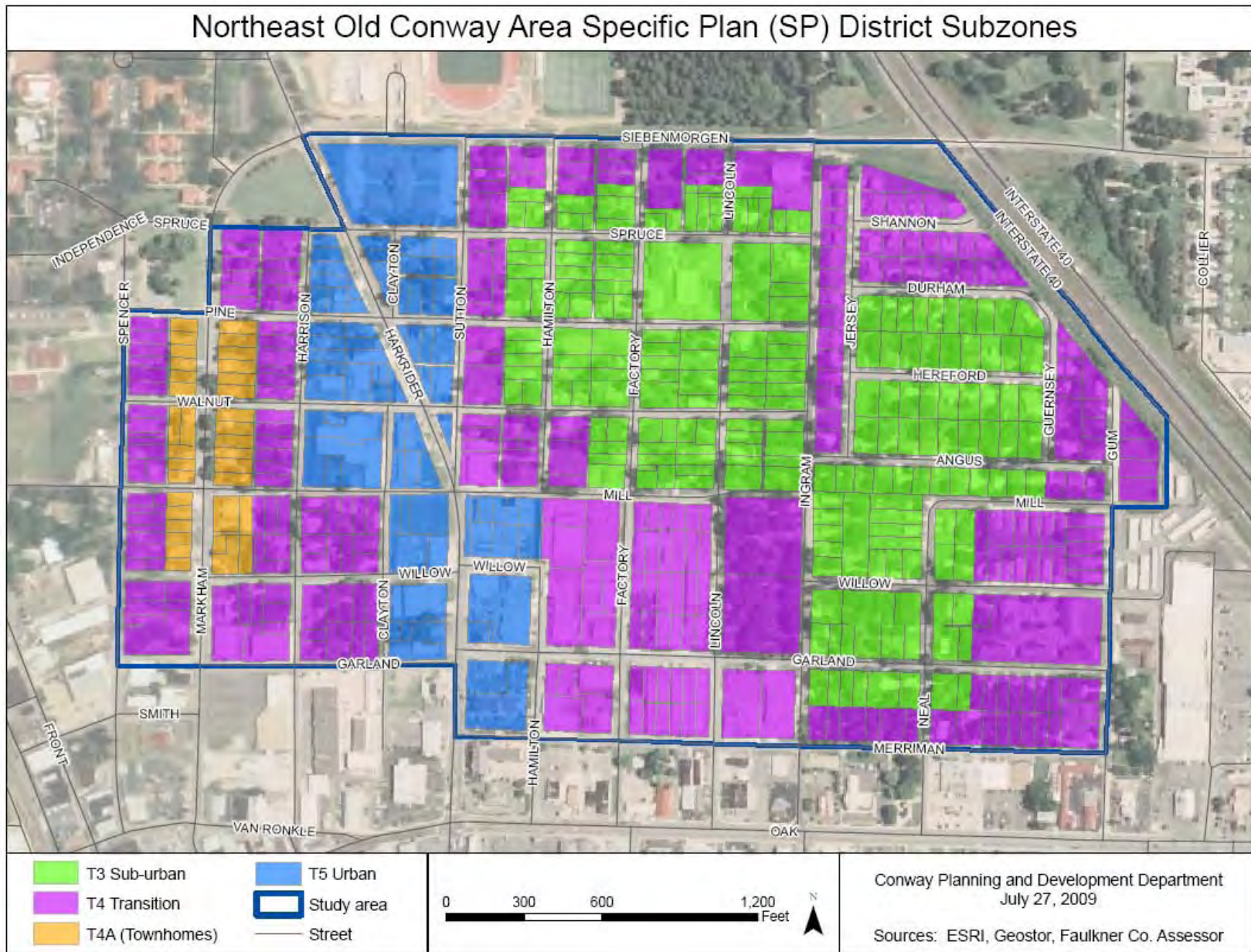
III. Future Development Pattern

In keeping with the goals and standards of the Old Conway Design Overlay District—of which the Northeast Old Conway Area is a part—the Northeast Old Conway Area's future development pattern is based upon the rural-to-urban transect and includes three zones from the transect: T3 sub-urban, T4 transition, and T5 urban.

- The sub-urban zone will follow traditional neighborhood development patterns with large front setbacks, moderate lot coverage, and low building height; the sub-urban zone is most suitable for single-family residential uses.
- The transition zone is a flexible zone in which development can follow a more urban or sub-urban pattern, dependent upon surrounding development patterns; transition zones along major thoroughfares and abutting urban zones should take on a more urban character, while transition zones abutting sub-urban zones should be more sub-urban in character. Three blocks of Markham Street within the transition zone are specifically designated for townhomes.
- The urban zone will have minimal setbacks and maximum lot coverage and support taller buildings; the atmosphere of the urban zone should be a pedestrian-friendly area with broad walkways and—where possible—on-street parking. The urban zone is suitable for a wide range of uses including commercial, civic, and high-density residential.

Map 3 shows the future development pattern of the Northeast Old Conway Area.

Map 3. Future Development Pattern



IV. Detailed Zoning Standards

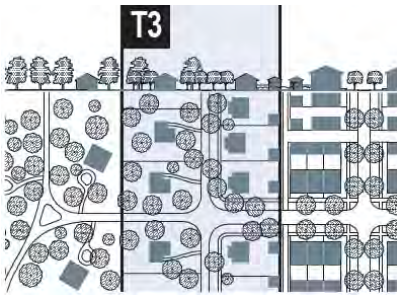
Detailed zoning standards are prescribed for each of the transition zones. Additionally, standards for the townhomes along Markham Street are also prescribed. Because of the differences in neighborhood character between the sub-urban Pine Street neighborhood and the Brown and Erbacher Additions, separate standards are prescribed for those areas. The standards for the Pine Street neighborhood allow for narrower lots and shallower setbacks to align with existing structures, while the Brown and Erbacher standards allow for wide lots and deep setbacks to match existing structures in those neighborhoods.

Zoning standards include building function, building configuration, lot occupation, building disposition, setbacks, private frontages, and parking provisions. Charts 1 through 5 define zoning standards for each of the sub-areas. Building disposition and private frontage categories are defined following the charts.

There is no minimum lot area for properties within the Northeast Old Conway Area SP district. However, all lots shall have street frontage, extend to the half-block or alley, and adhere to the minimum lot width standards outlined in charts 1 through 5. Any relevant lot area, width, or frontage standards defined by the Old Conway Design Overlay District shall supersede the requirements of the SP district.

Chart 1. Zoning Standards for the Pine Street Neighborhood (Sub-urban)

T3 SUB-URBAN ZONE (WEST OF INGRAM)



BUILDING FUNCTION

Residential	Restricted use
Lodging	Restricted use
Office	Restricted use
Retail	Restricted use

BUILDING CONFIGURATION

Principal Building	3 stories max.
Outbuilding	2 stories max.

LOT OCCUPATION

Lot Width	35 ft. min., 50 ft. max.
Lot Coverage	60% max.

BUILDING DISPOSITION

Edgeyard	Permitted
Sideyard	Not permitted
Rearyard	Not permitted
Courtyard	Not permitted

SETBACKS – PRINCIPAL BUILDING

Front	17 ft. min., 23 ft. max.
Secondary Front	8 ft. min.
Side (Interior)	6 ft. min.
Rear	3 ft. min. ¹

SETBACKS – SECONDARY BUILDING

Front	Rear of principal bldg.
Secondary Front	8 ft. min.
Side (Internal)	3 ft. min.
Rear	2 ft. min.

PRIVATE FRONTAGES

Common Yard	Permitted
Porch & Fence	Permitted
Terrace or Lightwell	Not permitted
Forecourt	Not permitted
Sloop	Not permitted
Shopfront	Not permitted
Gallery	Not permitted
Arcade	Not permitted

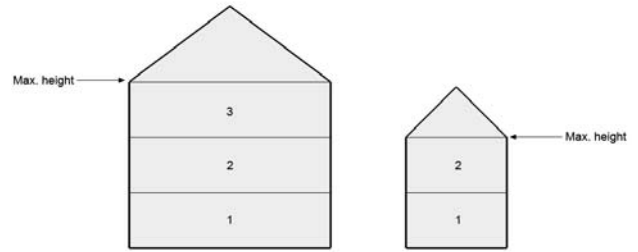
PARKING PROVISIONS

Spaces per Unit	1.5 min., 2 max.
On-Street Parking	Residential streets only
Uncovered Parking	Side & rear only
Covered Parking	Rear only ²

1 Or 15 ft from alleyway centerline, whichever is greater
 2 Side covered parking may be allowed by warrant

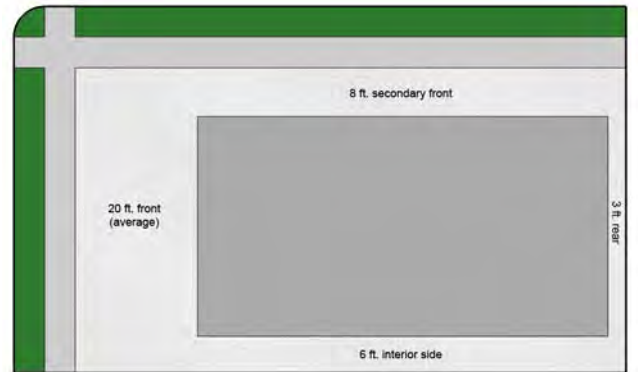
BUILDING CONFIGURATION

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories shall not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function which must be a minimum of 11 feet and a maximum of 25 feet.
3. Height shall be measured to the eave or roof deck.



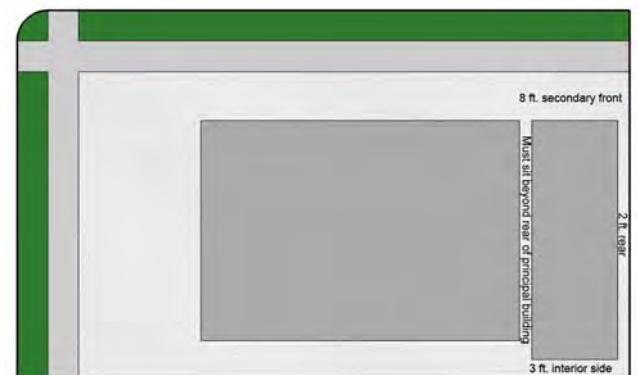
SETBACKS – PRINCIPAL BLDG.

1. The facades and elevations of principal buildings shall be distanced from the lot lines as shown.
2. Facades shall be built along the principal frontage to the minimum specified width in the table.



SETBACKS – OUTBUILDING

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the second or third layers as shown in the diagram.
2. Covered parking may be provided within the third layers as shown in the diagram. Side covered parking may be allowed in the second layer by warrant.
3. Parking is not allowed in the first layer.

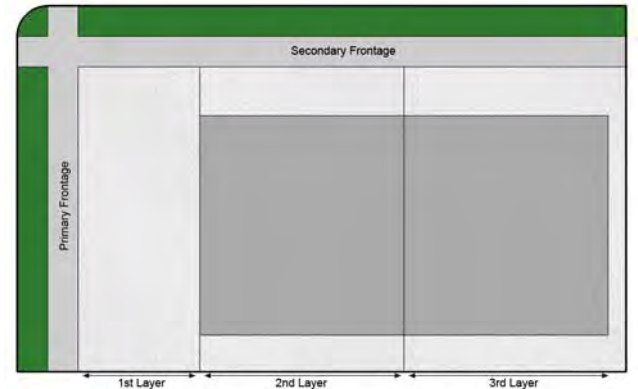
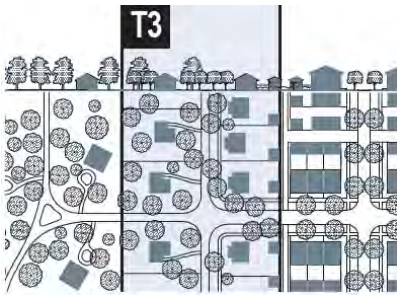


Chart 2. Zoning Standards for the Brown and Erbacher Additions (Sub-urban)

T3 SUB-URBAN ZONE (EAST OF INGRAM)



BUILDING FUNCTION

Residential	Restricted use
Lodging	Restricted use
Office	Restricted use
Retail	Restricted use

BUILDING CONFIGURATION

Principal Building	3 stories max.
Outbuilding	2 stories max.

LOT OCCUPATION

Lot Width	50 ft. min., 80 ft. max.
Lot Coverage	60% max.

BUILDING DISPOSITION

Edgeyard	Permitted
Sideyard	Not permitted
Rearyard	Not permitted
Courtyard	Not permitted

SETBACKS – PRINCIPAL BUILDING

Front	25 ft. min., 35 ft. max.
Secondary Front	8 ft. min.
Side (Interior)	6 ft. min.
Rear	3 ft. min. ¹

SETBACKS – SECONDARY BUILDING

Front	Rear of principal bldg.
Secondary Front	8 ft. min.
Side (Internal)	3 ft. min.
Rear	2 ft. min.

PRIVATE FRONTAGES

Common Yard	Permitted
Porch & Fence	Permitted
Terrace or Lightwell	Not permitted
Forecourt	Not permitted
Sloop	Not permitted
Shopfront	Not permitted
Gallery	Not permitted
Arcade	Not permitted

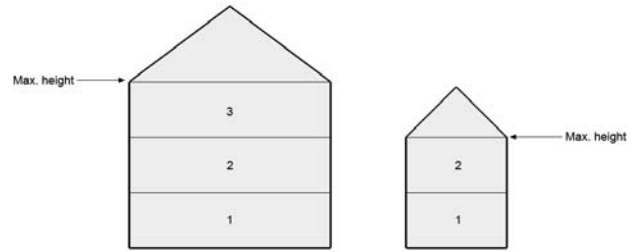
PARKING PROVISIONS

Spaces per Unit	1.5 min., 2 max.
On-Street Parking	Residential streets only
Uncovered Parking	Side & rear only
Covered Parking	Rear only ²

- 1 Or 15 ft from alleyway centerline, whichever is greater
 2 Side covered parking may be allowed by warrant

BUILDING CONFIGURATION

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories shall not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function which must be a minimum of 11 feet and a maximum of 25 feet.
3. Height shall be measured to the eave or roof deck.



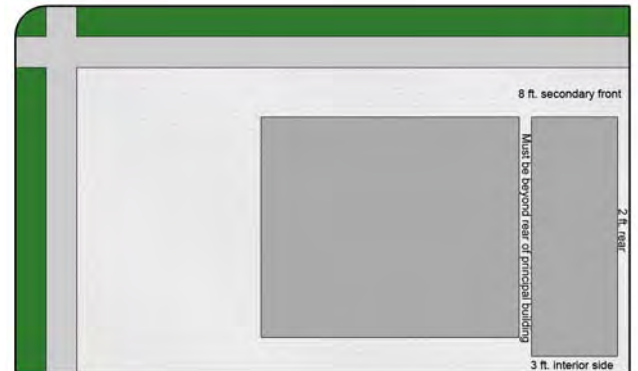
SETBACKS – PRINCIPAL BLDG.

1. The facades and elevations of principal buildings shall be distanced from the lot lines as shown.
2. Facades shall be built along the principal frontage to the minimum specified width in the table.



SETBACKS – OUTBUILDING

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the second or third layers as shown in the diagram.
2. Covered parking may be provided within the third layer as shown in the diagram. Side covered parking may be allowed in the second layer by warrant.
3. Parking is not allowed in the first layer.

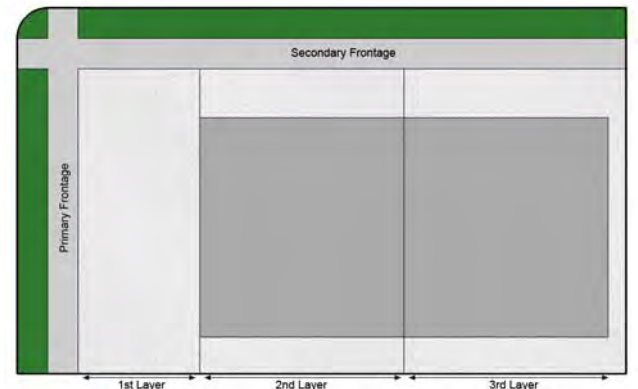
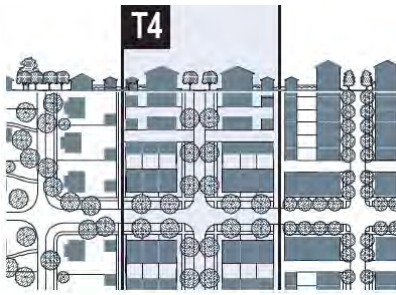


Chart 3. Zoning Standards for Markham Street Townhomes (Transition)

T4 TRANSITION ZONE (TOWNHOMES)



BUILDING FUNCTION

Residential	Restricted use
Lodging	Restricted use
Office	Restricted use
Retail	Restricted use

BUILDING CONFIGURATION

Principal Building	3.5 stories max.
Outbuilding	2 stories max.

LOT OCCUPATION

Lot Width	18 ft. min., 300 ft. max.
Lot Coverage	80% max.

BUILDING DISPOSITION

Edgeyard	Not permitted
Sideyard	Not permitted
Rearyard	Permitted
Courtyard	Not permitted

SETBACKS – PRINCIPAL BUILDING

Front	15 ft. min., 15 ft. max.
Secondary Front	8 ft. min.
Side (Interior)	0 ft. min. ¹
Rear	5 ft. min. ²

SETBACKS – SECONDARY BUILDING

Front	Rear of principal bldg.
Secondary Front	8 ft. min.
Side (Internal)	0 ft. min. ¹
Rear	2 ft. min.

PRIVATE FRONTAGES

Common Yard	Not permitted
Porch & Fence	Not permitted
Terrace or Lightwell	Not permitted
Forecourt	Not permitted
Sloop	Permitted
Shopfront	Not permitted
Gallery	Not permitted
Arcade	Not permitted

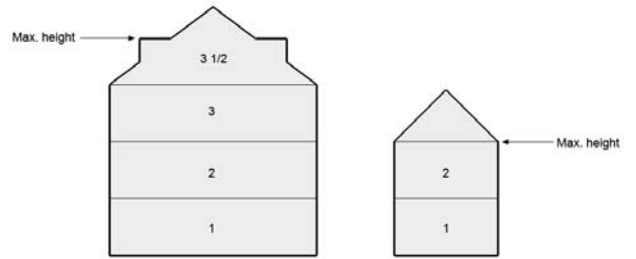
PARKING PROVISIONS

Spaces per Unit	1.5 min., 2 max.
On-Street Parking	Parallel only
Uncovered Parking	Rear only
Covered Parking	Rear only

1 All fire code requirements must be met
2 Or 15 ft from alleyway centerline, whichever is greater

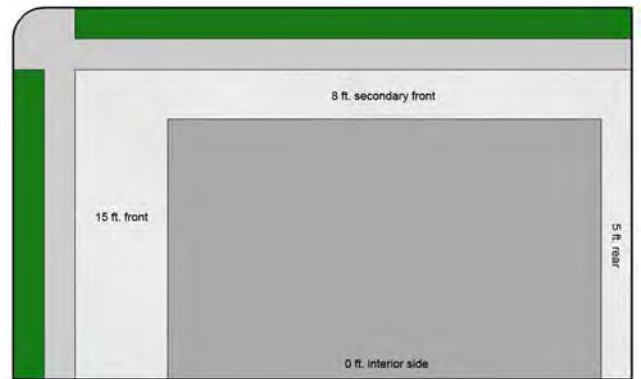
BUILDING CONFIGURATION

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories shall not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function which must be a minimum of 11 feet and a maximum of 25 feet.
3. Height shall be measured to the eave or roof deck.



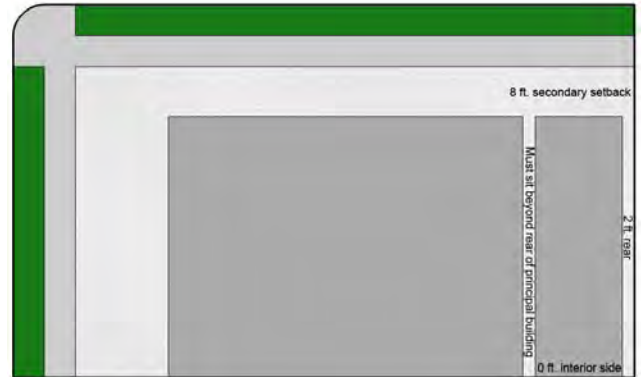
SETBACKS – PRINCIPAL BLDG.

1. The facades and elevations of principal buildings shall be distanced from the lot lines as shown.
2. Facades shall be built along the principal frontage to the minimum specified width in the table.



SETBACKS – OUTBUILDING

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third layer as shown in the diagram.
2. Covered parking may be provided within the third layer as shown in the diagram.
3. Parking is not allowed in the first and second layers.

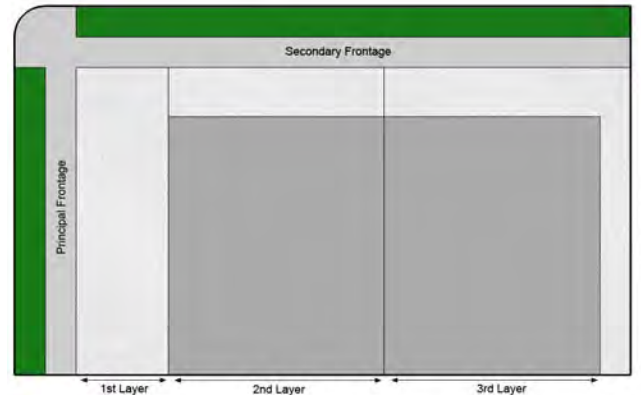
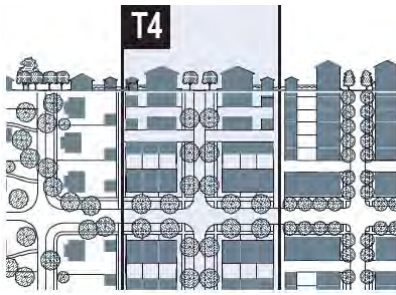


Chart 4. Zoning Standards for the Transition Zone

T4 TRANSITION ZONE (TYPICAL)



BUILDING FUNCTION

Residential	Limited use
Lodging	Limited use
Office	Limited use
Retail	Limited use

BUILDING CONFIGURATION

Principal Building	3.5 stories max.
Outbuilding	2 stories max.

LOT OCCUPATION

Lot Width	18 ft. min., 96 ft. max.
Lot Coverage	80% max.

BUILDING DISPOSITION

Edgeyard	Permitted
Sideyard	Permitted
Rearyard	Permitted
Courtyard	Not permitted

SETBACKS – PRINCIPAL BUILDING

Front	6 ft. min., 18 ft. max.
Secondary Front	8 ft. min.
Side (Interior)	0 ft. min. ¹
Rear	5 ft. min. ²

SETBACKS – SECONDARY BUILDING

Front	Rear of principal bldg.
Secondary Front	8 ft. min.
Side (Internal)	0 ft. min. ¹
Rear	2 ft. min.

PRIVATE FRONTAGES

Common Yard	Not permitted
Porch & Fence	Permitted
Terrace or Lightwell	Permitted
Forecourt	Permitted
Sloop	Permitted
Shopfront	Permitted
Gallery	Permitted
Arcade	Not permitted

PARKING PROVISIONS

Spaces per Unit	Refer to Sec. 1101
On-Street Parking	Residential streets only
Uncovered Parking	Side & rear only
Covered Parking	Rear only ³

- 1 All fire code requirements must be met
- 2 Or 15 ft from alleyway centerline, whichever is greater
- 3 Side covered parking may be allowed by warrant

BUILDING CONFIGURATION

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories shall not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function which must be a minimum of 11 feet and a maximum of 25 feet.
3. Height shall be measured to the eave or roof deck.



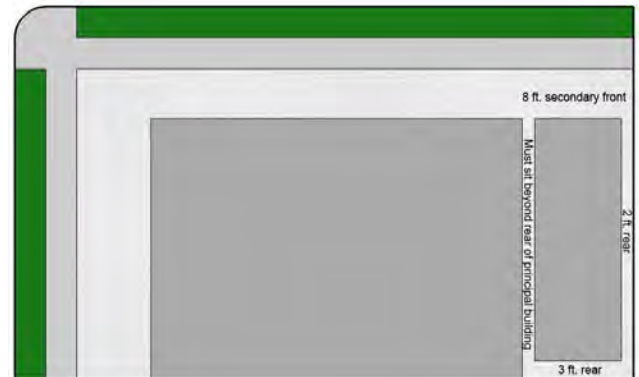
SETBACKS – PRINCIPAL BLDG.

1. The facades and elevations of principal buildings shall be distanced from the lot lines as shown.
2. Facades shall be built along the principal frontage to the minimum specified width in the table.



SETBACKS – OUTBUILDING

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the second and third layers as shown in the diagram.
2. Covered parking may be provided within the third layer as shown in the diagram. Side covered parking may be allowed in the second layer by warrant.
3. Parking is not allowed in the first and second layers.

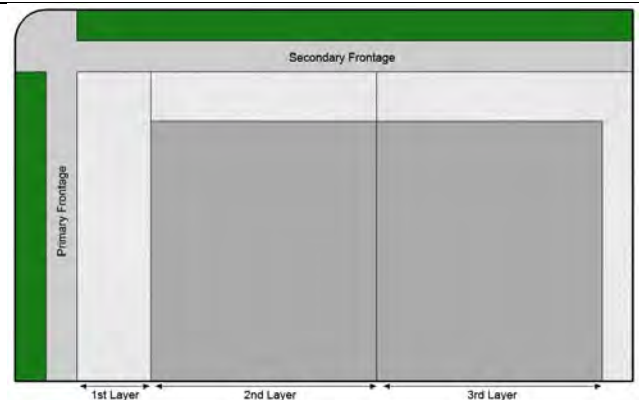
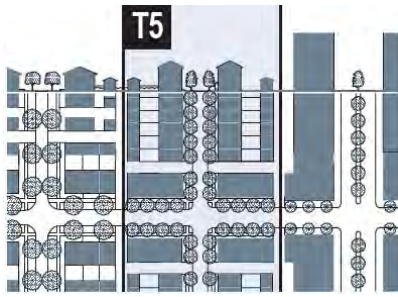


Chart 5. Zoning Standards for the Urban Zone

T5 URBAN ZONE (TYPICAL)



BUILDING FUNCTION

Residential	Open use
Lodging	Open use
Office	Open use
Retail	Open use

BUILDING CONFIGURATION

Principal Building	2 stories min., 6 max.
Outbuilding	2 stories max.

LOT OCCUPATION

Lot Width	18 ft. min., 700 ft. max.
Lot Coverage	100% max.

BUILDING DISPOSITION

Edgeyard	Not permitted
Sideyard	Not permitted
Rearyard	Permitted
Courtyard	Permitted

SETBACKS – PRINCIPAL BUILDING

Front	80% of bldg within 3 ft.
Secondary Front	80% of bldg within 3 ft.
Side (Interior)	80% of bldg within 3 ft.
Rear	80% of bldg within 3 ft. ¹

SETBACKS – SECONDARY BUILDING

Front	N/A
Secondary Front	N/A
Side (Internal)	N/A
Rear	N/A

PRIVATE FRONTAGES

Common Yard	Not permitted
Porch & Fence	Permitted
Terrace or Lightwell	Permitted
Forecourt	Permitted
Stoop	Permitted
Shopfront	Permitted
Gallery	Permitted
Arcade	Not permitted

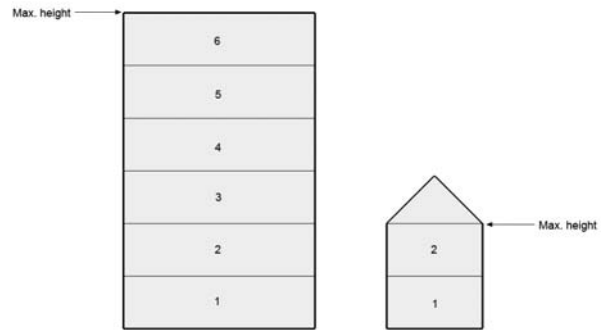
PARKING PROVISIONS

Spaces per Unit	Refer to Sec. 1101
On-Street Parking	Parallel or diagonal only
Uncovered Parking	Rear only
Covered Parking	Rear only

¹ Except where alley or other access exists

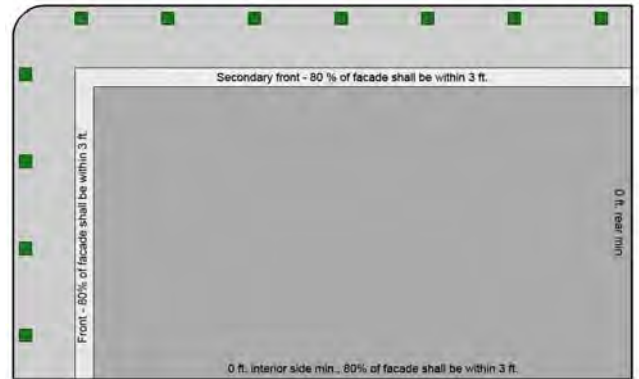
BUILDING CONFIGURATION

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories shall not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function which must be a minimum of 15 feet.
3. Height shall be measured to the eave or roof deck.



SETBACKS – PRINCIPAL BLDG.

1. The facades and elevations of principal buildings shall be distanced from the lot lines as shown.
2. Facades shall be built along the principal frontage to the minimum specified width in the table.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third layer as shown in the diagram.
2. Covered parking may be provided within the third layer as shown in the diagram.
3. Parking is not allowed in the first and second layers.



Definitions (Building Disposition)

Courtyard – a building that occupies the boundaries of its lot while internally defining one or more patios

Edgeyard – a building that occupies the center of its lot with setbacks on all sides

Rearyard – a building that occupies the full frontage, leaving the rear of the lot as the sole yard

Sideyard – a building that occupies one side of the lot with the setback to the other side

Definitions (Private Frontages)

Arcade – a colonnade supporting habitable space that overlaps the sidewalk, while the façade at sidewalk level remains at or behind the frontage line

Common yard – a planted frontage wherein the façade is set back substantially from the frontage line

Forecourt – a frontage wherein a portion of the façade is close to the frontage line and the central portion is set back

Gallery – a frontage wherein the façade is aligned close to the frontage line with an attached cantilevered shed or a lightweight colonnade overlapping the sidewalk

Porch and fence – a planted frontage wherein the façade is set back from the frontage line with an attached porch permitted to encroach

Shopfront – a frontage wherein the façade is aligned close to the frontage line with the building entrance at sidewalk grade

Stoop – a frontage wherein a portion of the façade is aligned close to the frontage line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows

Terrace or lightwell – a frontage wherein the façade is set back from the frontage line with an attached porch permitted to encroach

V. Land Uses Allowed

Allowable land uses vary by transect zone. The sub-urban zone is the most restrictive zone in terms of land use; in keeping with the character of the existing neighborhoods, the primary use within the sub-urban zone will be single-family residential. The transition zone (excepting the specific use of townhomes on Markham) allows single-family housing as well as higher-density multi-family housing, limited lodging, offices, and retail. Additional uses are allowed in the transition zone by condition. The urban zone is an open zone with fewer limitations on use, though several uses require conditional use permits.

Chart 6 shows allowable land uses by transect zone.

Chart 6. Land Uses Allowed by Right or Condition

	T3 Pine Street	T3 Brown-Erbacher	T4 Markham	T4 Typical	T5 Typical
RESIDENTIAL USES					
Accessory building	X	X		X	
Apartment house				X	X
Cottage	X	X		X	
Courtyard house				X	X
Duplex				X	X
House	X	X		X	
Live-work unit	X	X	C	X	X
Row house			X	X	X
Sideyard house		X		X	
LODGING					
Bed & breakfast (up to 5 rooms)		X		X	X
Dormitory			X	X	X
Hotel (no room limit)					X
Inn (up to 12 rooms)				X	X
OFFICE					
Live-work unit	X	X	C	X	X
Office building				X	X
RETAIL					
Art gallery				X	X
Kiosk				X	X
Open-market building	C	C		X	X
Restaurant				X	X
Retail - General				X	X
Retail - Restricted				X	X
CIVIC					
Bus shelter	X	X	X	X	X
Conference center					C
Fountain or public art	X	X	C	X	X

	T3 Pine Street	T3 Brown-Erbacher	T4 Markham	T4 Typical	T5 Typical
Library				X	X
Live theater					X
Motion picture theater					X
Museum					C
Outdoor auditorium	C	C	C	C	X
Parking garage					X
Playground	X	X	C	X	X
Religious assembly	C	C	C	C	C
Surface parking lot				C	C
MIXED USES					
Flex building			C	X	X
Mixed use block					X
AGRICULTURE					
Greenhouse				C	C
Greenhouse - private	X	X	C	X	X
Kennel	C	C		C	C
AUTOMOTIVE					
Drive-through facility					C
Gasoline station				C	C
CIVIL SUPPORT					
Cemetery	C	C		C	
Clinic				C	X
Electric substation	C	C	C	C	C
Fire station	X	X	C	X	X
Funeral home				X	X
Hospital					C
Police station	X	X	C	X	X
EDUCATION					
Child care facility	C	C	C	C	C
College					C
School - Elementary	C	X		X	X
School - Secondary				C	C
School - Trade					C
Adult day care center	C	C		C	C
Aboretum or botanical garden	X	X	C	X	X
Bowling alley				C	C
Community center: public	C	C		C	C
Community welfare or health center	C	C		C	C

	T3 Pine Street	T3 Brown-Erbacher	T4 Markham	T4 Typical	T5 Typical
Convalescent home				C	C
Convalescent/maternity/nursing home				C	C
Convent, monastery, or novitiate	C	C		C	C
Crematory				C	C
Day camp: community	C	C		C	C
Garden: no products sold on premises	X	X	X	X	X
Health studio or spa				X	X
Institution for the aged or children				C	C
Lodge or fraternal organization				C	C
Maternity home				C	C
Mausoleum	C	C		C	C
Parish house, parsonage, or rectory	C	C	C	C	C
Public buildings	C	C		C	X
Recreation facilities, commercial				C	C
Recreation facilities, community	C	C		C	C

Definitions (Land Uses)

Accessory building – an outbuilding not greater than 30 percent of the footprint of the principal building which may include an apartment sharing ownership with the principal building

Apartment house – a residential unit sharing a building and a lot with other units and/or uses; may be for rent, for sale, or for sale as a condominium

Bed and breakfast – an owner-occupied lodging type offering 1 to 5 bedrooms, permitted to serve breakfast in the morning to guests

Bus shelter – a facility located on a thoroughfare for the purpose of providing short-term shelter to patrons of a public bus system; the facility may be enclosed on up to three sides and have a roof covering

Clinic – a facility for examining, consulting with, and treating patients; includes offices, laboratories, and outpatient facilities but does not include hospital beds for overnight care or treatment

Conference center – a facility offering meeting space but not including lodging

Cottage – an edgeward building type; a single-family dwelling, on a regular lot, often shared with an accessory building in the back yard

Courtyard building – a building that occupies the boundaries of its lot while internally defining one or more private patios

Dormitory – a college residence hall providing sleeping rooms

Drive-through facility – an establishment so developed that its retail or service character is dependent upon providing a driveway approach or parking spaces for motor vehicles to serve patrons while in the motor vehicle, rather than within a building

Duplex – a residence designed for or occupied by two families only with separate housekeeping and cooking facilities for each

Flex building – a building that may serve multiple purposes including residential, office, and/or commercial

Hotel – a structure designed, used, or offered for residential occupancy for any period less than one month, including tourist homes and motels but not including hospitals or nursing homes; a temporary abiding place containing 12 or more guest rooms or units furnishing customary hotel services

House – an edgeyard building type; a single-family dwelling, on a large lot, often shared with an accessory building in the back yard

Inn – a lodging type offering 6 to 12 bedrooms, permitted to serve breakfast in the morning to guests

Kennel – an establishment wherein any person, business, or organization engages in the practice of boarding, breeding, buying, grooming, letting for hire, training for a fee, or selling dogs or other animals

Kiosk – informational or vendor-operated booth with an opening or window on one side

Library – an establishment for the loan or display of books which is sponsored by a public or quasi-public agency and which is open and available to the general public

Live theater – an enclosed facility which provides live entertainment such as plays, concerts, or musicals; does not include or allow for any form of entertainment covered under Article 1201 of the Conway Zoning Ordinance

Live-work unit – a mixed use unit consisting of a commercial or office function and a residential function; the commercial or office function may be anywhere in the building; it is intended to be occupied by a business operator who lives in the same structure that contains the commercial or office activity

Mixed use – multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency

Motion picture theater – a facility for showing motion pictures to an audience inside an enclosed structure; does not include or allow for any form of entertainment covered under Article 1201 of the Conway Zoning Ordinance

Museum – an establishment for the loan or display of objects of art and science; sponsored by a public or quasi-public agency and open and available to the general public

Office – premises available for the transaction of general business but excluding retail, artisanal, and manufacturing uses

Office Functions

Uses include:

- Addressing, duplicating, mailing lists, stenographic telephone messages, and similar office services
- Advertising agency
- Animal clinic (enclosed) for small animals
- Clinic – dental, medical, osteopathic, chiropracist, pharmacy, optical
- Computer, data processing, or similar service
- Employment service
- Interior decorating shop
- Mobile home and/or subdivision sales office without display
- Other offices – administrative, executive, general, professional, research, governmental

Open-market building – an open-air retail building typically covered by a roof but open on two or more sides

Outdoor auditorium – an unenclosed facility which provides live entertainment such as plays, concerts, or musicals; does not include or allow for any form of entertainment covered under Article 1201 of the Conway Zoning Ordinance

Parking garage – a building containing one or more stories of parking above grade

Playground – a civic space with recreational structures, sponsored by a public or quasi-public agency and open and available to the general public

Religious assembly – a place of worship and religious training where persons regularly assemble for religious worship and which is used only for such purpose and activities that are customarily associated with such purpose; may include accessory housing facilities such as a rectory or caretaker’s residence

Restaurant – a facility in which food or beverages are cooked or prepared and offered for sale and where consumption is permitted on the premises whether or not entertainment is offered; includes establishments commonly known as bars, grills, cafes, taverns, night-clubs, drive-ins, and any fast food establishment permitting consumption on the premises

Retail – a facility or group of facilities, the primary use of which is the distribution and sale of products and/or services to the general public; see Table ___ for a list of acceptable functions

Retail Functions – General

Uses include:

- Appliance repair
- Building services including janitorial services, floor waxing, and office cleaning
- Clothing, second hand sales
- Dance hall
- Delivery service
- Department store
- Detective or protective service
- Direct selling organization: retail
- Disinfecting, deodorizing, or exterminating service
- Fire extinguisher service
- Fur sales, repair, and storage
- Glass or glass products sales
- Gunsmith shop

Hat cleaning or repair shop
Household appliance store
Leather goods or luggage store
Loan office
Mail order house: catalogue office or retail store
Medical appliance fittings and sales
Motion picture distribution and service
Office equipment sales and service
Pet shop
Plumbing, electrical, air conditioning, or heating shop
Plumbing fixtures sales and service
Rug cleaning or repair
Sales, service, repair, or rental of business machines
Secondhand store
Sewing machine shop
Studio: broadcasting or recording
Telegraph transmitting or receiving station
Upholstery shop
Vending machine sales, service, rental, repair
Venetian blind cleaning
Window cleaning service

Retail Functions – Restricted

Uses include:

Antique store
Apparel and accessories store
Bakery or confectionery shop
Bank or savings and loan
Barber or beauty shop
Bicycle store
Billiard or pool parlor
Blueprinting, photocopying, and similar reproductive services
Bookstore
Camera and photographic supply store
Catering service
Cigar, tobacco, and candy store
Clothing, custom dress making, or altering for retail, including tailoring and millinery
Dental supplies or equipment
Diaper service
Drafting service
Drugstore or pharmacy
Dry cleaning, pickup or self-service
Dry goods store
Financial institution (with drive-through)
Florist shop
Food store including bakery (retail only)
Furniture, home furnishings, and equipment store: sales and repair
Garden supply store
General store; general merchandise store
Gift, novelty, or souvenir shop
Handcraft, ceramic sculpture, or similar artwork: sales
Hardware store
Health studio and spa

Hobby shop
Ice vending machine establishment
Jewelry: sales and repair
Laundry: self-service and pick-up station, laundry services, Laundromat
Locksmith, key shop
Medical supplies or equipment
Music, musical instruments, or phonograph record store
Newsstand
Nursery (plants) sales
Office supplies or equipment
Optical laboratory
Optical shop
Photo finishing service
Picture framing
Radio, phonograph, television, or other household electronics equipment service
Religious goods store
Shoe sales and repair
Sporting goods store
Stationery store
Store selling architects', artists', or engineers' supplies and equipment
Studio – photographic
Studio: art, drama, speech, dance, music, ceramics
Tailor
Toy store
Transportation ticket service
Travel arranging service
Variety store
Video store

Row house – a single-family dwelling that shares a party wall with another of the same type and occupies the full frontage line

Sideyard building – a building that occupies one side of the lot with a setback on the other side

Surface parking lot – an at-grade facility designed primarily for the purpose of temporary automobile parking or storage

VI. Infrastructure and Public Facilities

Infrastructure needs in the Northeast Old Conway Area shall be determined on a case-by-case basis. Property owners and/or developers shall consult with the local public utility as part of the Subdivision process and/or Development Review process. No new public facilities are prescribed in the SP district.

VII. Design Guidelines

The Northeast Old Conway Area falls under the jurisdiction of the Old Conway Design Review Board (OCDRB). Proposed projects within the Northeast Old Conway Area must be reviewed and approved by the OCDRB prior to the issuance of any building permits. Specific design guidelines for the Old Conway Design Overlay District are available in the *Old Conway Design Overlay District Urban Design Guidelines Pattern Book*. Should design requirements in this plan conflict with the requirements of the OCDRB or its related ordinance, this plan shall be considered subordinate.

VIII. Additional Plans and Guidelines

The Northeast Old Conway Area falls under the jurisdiction of the Old Conway Design Overlay District (OCDOD) and is subject to any rules and regulations affecting the OCDOD. No additional design or land use plans are binding on this district except those enacted by the Conway City Council.

Any property owner desiring a change in zone to allow more flexibility in land uses shall follow the *Procedures for Amending a Specific Plan* outlined in Sec. 401.11(D) of the Conway Zoning Ordinance.



City of Conway, Arkansas
Ordinance No. O-09- _____

AN ORDINANCE AMENDING SECTION 401.9 PLANNED UNIT DEVELOPMENT OF THE CONWAY ZONING ORDINANCE TO REQUIRE PUBLIC NOTICE OF MAJOR MODIFICATION PUBLIC HEARINGS, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

WHEREAS, it is desirable to provide sufficient notice to the public when approval for major modifications to Planned Unit Development final development plans are sought from the Planning Commission;

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

Section 1: That Article 401.9 (D)(2) of the Conway Zoning Ordinance as adopted by Ordinance No. O-09-69 be amended as follows:

2. Major Modifications

Major modifications are tentatively granted by the Director of Planning and Development and require City Council notification. A modification that would result in any of the following will be deemed major: expansion of the types of land uses specifically allowed in the approved development plan; change in the character, function, or number of driveways or streets approved in the development plan; foreseeable significant increase in traffic volume or foreseeable negative impacts on traffic flow; reduction in the amount and/or distribution of common open space; or any significant change to the nature or character of the approved development. Additionally, the Director of Planning and Development may elect to follow the method for major modification approval for any modification of any lesser magnitude, particularly if such modification is deemed to be in the public interest.

- a. Major Modification Approved by Director of Planning and Development. The Director of Planning and Development may approve the major modification and grant the request.
 - i. City Council Notification: If the Director of Planning and Development grants the requested major modification, he/she must notify all City Council members on the same day that the modification is granted. The notification must be delivered by letter, email, telephone contact, placement of a notice in each Councilperson's mailbox at City Hall, or another manner approved by the Mayor.

ii. City Council Objections: If any individual City Council member objects to the major modification, the Council member must notify the Director of Planning and Development of such objection within no less than five (5) working days from the date of the Director's decision to grant the request. Upon receiving an objection from a Council member, the Director shall refer the major modification request to the Planning Commission for review ~~at the next scheduled meeting of the Planning Commission.~~

(a) Public Notice of Planning Commission Hearing. *Prior to the Planning Commission's review of the PUD modification request, sufficient notice of a public hearing for rezoning shall be furnished in accordance with state law and per the public hearing procedure outlined in Article 901.4(C)(3) of the Conway Zoning Ordinance.*

~~(a)~~ (b) Planning Commission Approval. After reviewing the major modification request, the Planning Commission may grant the request.

~~(b)~~ (c) Planning Commission Denial. After reviewing the major modification request, the Planning Commission may deny the request. If the Planning Commission denies the major modification request, the applicant may appeal the decision to the City Council by submitting a notice of appeal to the Planning and Development Department no less than thirty (30) working days from the date of the Planning Commission's decision. The appeal shall be placed on the agenda of the next scheduled meeting of the City Council. The City Council's decision is final.

b. Major Modification Denied by Director of Planning and Development. The Director of Planning and Development may deny the major modification request. The Director's decision may be appealed to the Planning Commission by notifying the Planning Commission of such appeal no less than thirty (30) working days from the date of the Director's decision to deny the major modification request.

i. Public Notice of Planning Commission Hearing. *Prior to the Planning Commission's review of the PUD modification request, sufficient notice of a public hearing for rezoning shall be furnished in accordance with state law and per the public hearing procedure outlined in Article 901.4(C)(3) of the Conway Zoning Ordinance.*

~~i-~~ ii. Planning Commission Approval. After reviewing the major modification request, the Planning Commission may grant the request.

~~ii-~~ iii. Planning Commission Denial. After reviewing the major modification request, the Planning Commission may deny the request. If the Planning Commission denies the major modification

request, the applicant may appeal the decision to the City Council by submitting a notice of appeal to the Planning and Development Department no less than thirty (30) working days from the date of the Planning Commission's decision. The appeal shall be placed on the agenda of the next scheduled meeting of the City Council. The City Council's decision is final.

3. Additional Rules Regarding Modifications

- a. Public Hearing. The request for a major modification shall not subject the entire development plan to a public hearing. Only the portion(s) of the development plan necessary to evaluate the major modification request under consideration is (are) subject to any required public hearing(s).
- b. Precedent. Minor and major modifications shall be considered unique and shall not set precedent for other developments.

Section 2: That 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 will be in full force and effect from and after its passage.

PASSED THIS 1st DAY OF SEPTEMBER, 2009.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 20, 2009

Council Members
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit for religious activity for the property located at 221 Baridon Street with the legal description

Lots 16, 17, 18 and 19, Block 69, Boulevard Addition

was reviewed by the Planning Commission at its regular meeting on August 17, 2009. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation for approval with the below stated conditions.

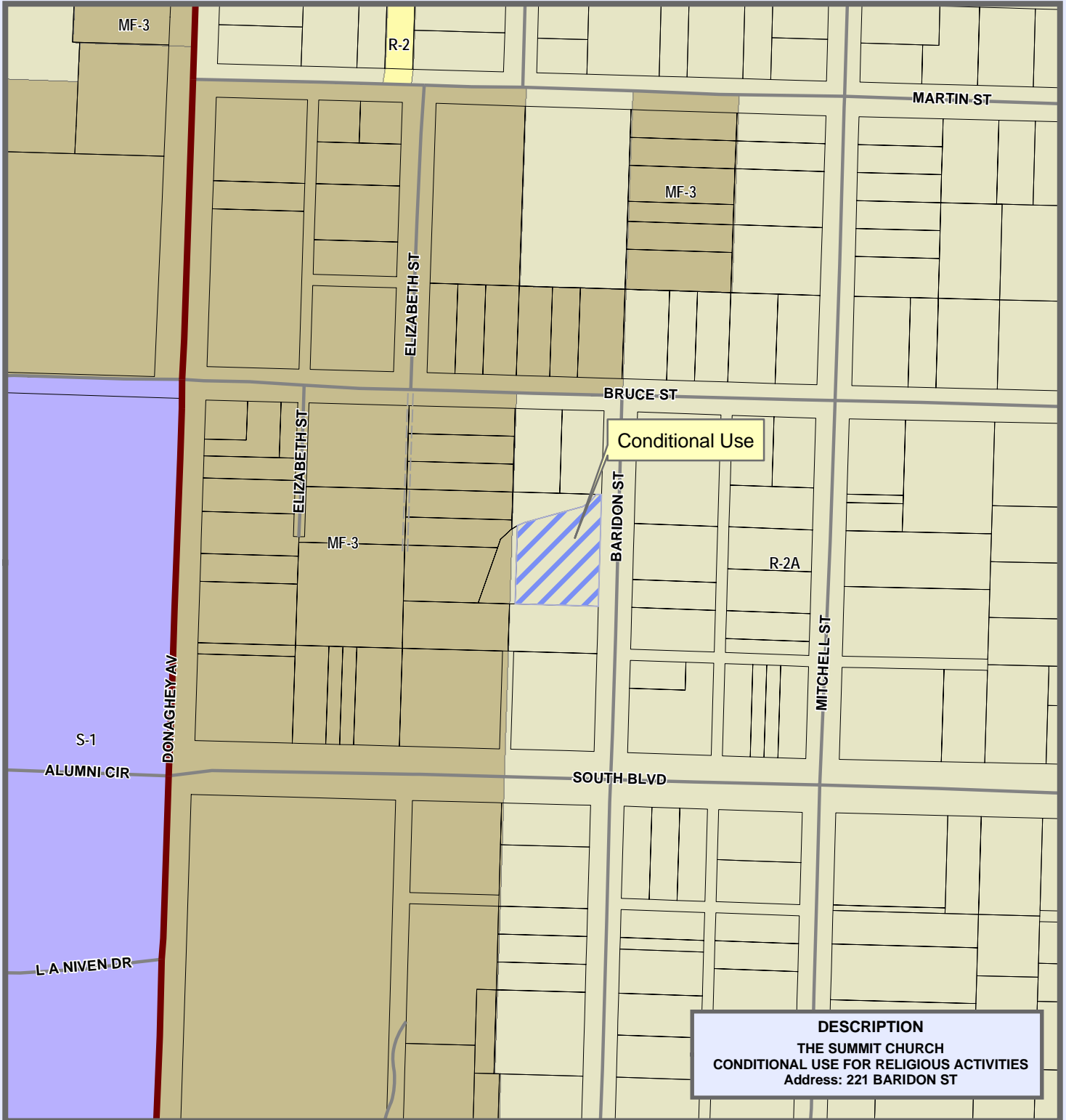
1. That Summit Church of North Little Rock register and be recognized as a valid student organization by the University of Central Arkansas before any conditional use permit is granted.
2. That UCA's Campus Security be allowed to visit the facility at any time.
3. That the conditional use as it is granted be specific to the Summit Church of North Little Rock only and that the conditional use be withdrawn (become null and void) should the Summit Church of North Little Rock no longer lease, lease to own, nor own the property at 221 Baridon.
4. That onsite residents be limited to four unrelated individuals.

Submitted by,

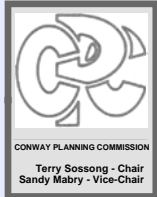
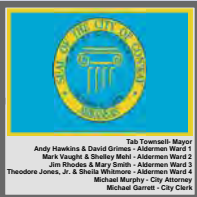
Terry Sossong, Chairman
Planning Commission

CITY OF CONWAY

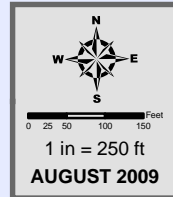
THE SUMMIT CHURCH CONDITIONAL USE



DESCRIPTION
THE SUMMIT CHURCH
CONDITIONAL USE FOR RELIGIOUS ACTIVITIES
Address: 221 BARIDON ST



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	
		Special	S-1
			A-1
			PUD



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 LANDMARK INS WEBSITE
 gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityOfConway.org



City of Conway, Arkansas
Ordinance No. O-09-_____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE TO PROVIDE SHORT-TERM FINANCING UNDER AMENDMENT NO. 78 TO THE ARKANSAS CONSTITUTION FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS TO THE CITY OF CONWAY STREET SYSTEM; PROVIDING FOR PAYMENT OF THE PRINCIPAL OF THE INTEREST ON THE NOTE; APPROPRIATING STREET PROJECT FUNDS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City of Conway, Arkansas (the “City”) is authorized and empowered under the provisions of Amendment No. 78 to the Arkansas Constitution (“Amendment No. 78”) and Act No. 1808 of 2001 (codified as Title 14), to incur tax exempt short term financing obligations maturing over a period of, or having a term not to exceed five (5) years for the purpose of acquiring, constructing, installing and renting real property or tangible personal property having an expected useful life of more than one year; and

WHEREAS, it is proposed that the City issue its Promissory Note in the principal amount up to \$2,000,000 (the “Note”) under Amendment No. 78 and the Act for the purpose of financing all or a portion of the cost for certain infrastructure improvements for the City of Conway, specifically the Salem Road Railroad Overpass Project, the College Avenue Connection to Elm Street Project and engineering cost for the Environmental Assessment for the Western Arterial Loop (the “Projects”); and

WHEREAS, the City intends to arrange for the loan (the “Loan”) from a financial institution (the “Lender”) and to issue the Promissory Note to the Lender at a price of par in consideration for the Loan.

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

SECTION 1: The City of Conway City Council (the “City Council”) hereby finds that the Projects are real or tangible personal property having a useful life of more than one year. The City Council further finds that the sum of the principal amount of the Note and the outstanding principal amount of the City’s promissory notes do not exceed five percent (5%) of the assessed value of taxable property located within the City as determined by the last tax assessment completed before the issuance of the Note.

SECTION 2: That under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment No. 78 and the Act, the Note is hereby authorized and ordered issued in the principal amount up to \$2,000,000 for the purpose of financing all or a portion of the cost for construction of improvements upon, and/or acquisition of, the Property and paying expenses of issuing the Note. The Note shall be dated the date of issuance and shall bear interest on the outstanding principal amount at a fixed rate not to exceed 4.35% per annum (calculated on the basis of the actual number of days elapsed in a year of 365 days (366 days in a leap year). The Note shall be repaid in five substantially equal amount amortized installments of principal and interest, commencing one year from the date of the Note and continuing on the same day of each year thereafter, with the final installment due five years from the date of the Note. The Note shall be issued in fully registered form.

SECTION 3. That the Lender shall be selected by the Mayor, and approved by the City Council, based upon the commitment or proposal for the Loan that the Mayor determines to have the lowest cost to the City. The City’s Director of Finance has solicited proposals or commitments for the Loan from at least three financial institutions having offices in Faulkner County. The Mayor shall have the right to reject any and all proposals and commitments.

SECTION 4. That the first draw on the borrowings will occur on or about December 1, 2009 and the City will execute the Promissory Note prior to that date. Interest will begin to accrue as of the date of the first draw on borrowings.

SECTION 5. That as provided in Amendment No. 78, the annual debt service payments on the Note in each fiscal year shall be charged against and paid from the general revenue of the City of such fiscal year. For the purpose of making the annual debt service, there is hereby, and shall be, appropriated to pay the Note, an amount of general revenue of the City sufficient for such purposes. The City's Director of Finance is hereby authorized and directed to withdraw from the Street Fund of the City the amounts and the times necessary to make the annual debt service payments on the Note. Such funds may be provided by pay as you go funding provided by the Sales and Use Tax Bonds, Street Impact Funds, or any other funds typically available for infrastructure improvements.

SECTION 6: That the Mayor and City Clerk, for and on the behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance execution, and delivery of the Note, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and City Clerk are hereby further authorized and directed, for and on behalf of the City, and to execute all papers, documents, certificates, and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

SECTION 7. That in the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not be affect the remaining portions of this Ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Ordinance.

SECTION 8: That all ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: That funds provided through such borrowings are hereby appropriated and budgetary authority is provided for the Projects in an amount up to \$2,000,000.

Passed on this 1ST day of September, 2009.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

MEMORANDUM

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.

DATE: August 27, 2009

REFERENCE: Salem Road Railroad Overpass

As described in the letter dated August 24, 2009 from Mr. Frank Vozel, Chief Engineer AHTD, bids have been received for the Salem Road Railroad Overpass. The project construction cost is \$2,682,493.73 with a total project cost (including right of way and Construction Engineering) of \$3,342,770.20. Federal funds provide 80% of the project cost and city funds provide 20% of the project cost.

The city's share of the construction cost is \$658,554.20. The city has previously paid \$60,000. The city must now send \$588,554.20 for their remaining share of the project cost. This amount is included in the \$2,000,000 short term loan proposed for funding by the ¼ cent sales tax.

The project includes a 224 foot long bridge having a roadway width of 25 feet with a 6 foot wide sidewalk on each side. This project also includes construction of the south bridge approach embankment along with the street construction required to connect the bridge to the existing roadway. The city constructed the north bridge approach embankment as part of the Salem Extension to U.S. 64 project.

The existing at grade railroad crossing and connecting roadway will be removed as part of this project.

In order to keep this project moving forward we need to send the AHTD \$588,554.20.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Phone (501) 569-2000 Fax (501) 569-2400



P.O. Box 2261
Little Rock, Arkansas 72203-2261
WWW.ARKANSASHIGHWAYS.COM

August 24, 2009

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

Re: Job 080142
F.A.P. STPU-9095(13) &
STMU-ARR2(52)
Salem Rd. RR Overpass (Conway) (S)
Faulkner County

Dear Mayor Townsell:

Tom Lindsey Contractor, Inc. of Conway submitted the low bid of \$2,682,493.73 for the referenced project at the Department's August 19, 2009 letting. The Arkansas State Highway Commission has tentatively accepted their proposal and will execute the contract upon receipt of the City's matching funds.

The City's estimated share of costs for this project is calculated below.

	<u>Total Cost</u>	<u>Federal Share</u>	<u>City Share</u>
Prelim. Engr. (AHTD)	\$ 7,337.12	\$ 5,870.00	\$ 1,467.12
Right-of-way	284,689.98	227,752.00	56,937.98
Construction	2,682,493.73	2,145,995.00	536,498.73
Construction Engineering	<u>268,249.37</u>	<u>214,599.00</u>	<u>53,650.37</u>
Totals	\$ 3,242,770.20	\$ 2,594,216.00	\$ 648,554.20
Less Deposit Received			<u>60,000.00</u>
City Share Remaining			\$ 588,554.20

Your check for \$588,554.20 (made payable to the Arkansas State Highway and Transportation Department) should be forwarded to this office as soon as possible. **The contract will not be executed, and construction cannot begin, until your check is received.** Submittal of these funds to the Department will be considered as your concurrence in the award of this contract.

The Honorable Tab Townsell
August 24, 2009
Page Two

The Department will make every effort to assure the project is constructed in accordance with the plans and specifications, thereby minimizing the possibility of items being declared non-participating for federal funds. However, should any of the items be declared non-participating, the City would be responsible for 100% of their cost. Upon completion of the project, a statement will be prepared reflecting the final cost and respective matching shares. At that time, the City will be returned funds remaining over the deposit or billed for additional funds required.

We look forward to working with the City to complete the proposed improvements. Should you have any questions or comments, please advise.

Sincerely,



Frank Vozel
Deputy Director and
Chief Engineer

c: Assistant Chief Engineer-Planning
Programs and Contracts
Fiscal Services (2)
Planning and Research
District 8
Job 080142 'C' File



**City of Conway, Arkansas
Ordinance No. O-09-_____**

AN ORDINANCE ACCEPTING GRANT PROCEEDS AND APPROPRIATING FUNDS FOR ECO-LIBRIUM ECOFEST 2009, AND FOR OTHER PURPOSES:

WHEREAS, the Arkansas Community Foundation has awarded grant funds totaling \$1,100 for ECO-librium EcoFest for which the City of Conway has been selected to serve as the pass through entity;

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

SECTION 1. The City of Conway shall accept grant proceeds from Arkansas Community Foundation in the amount of \$1,100 for Conway's ECO-librium Eco.

SECTION 2. The City of Conway shall appropriate \$1,100 as Arkansas Community Foundation (09.159) for disbursements to Conway's ECO-librium EcoFest, 2009 (09.159.899).

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

PASSED this 1st day of September, 2009.

Approved:

Mayor Tab Townsell

Attest:

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



City of Conway, Arkansas
Resolution No. R-09-_____

A RESOLUTION OF SUPPORT FOR CONWAY ECOFEST TO BE HELD ON SEPTEMBER 12, 2009 (AND SUPPORT SEPTEMBER 2009 AS AN ENVIRONMENTAL AWARENESS MONTH)

WHEREAS, a sound natural environment is the foundation of a healthy society and a robust economy;
and

WHEREAS, community environmental education will empower citizens to act responsibly toward the environment and adopt positive and conscientious lifestyle habits that protect and preserve local and global ecosystems; and

WHEREAS, environmental education embraces appreciation of the natural world, increases the interdisciplinary knowledge of environmental issues, and develops positive attitudes and skills necessary to participate responsibly in environmental decision-making and problem-solving; and

WHEREAS, expanding our knowledge of what local environmental goods and services we have available to us will positively impact our local economy and reduce our global impact; and

WHEREAS, support of broad, balanced and interactive activities will raise awareness about the importance of conserving natural resources by reducing, reusing and recycling, and buying and using products and services that are environmentally friendly

WHEREAS, the environmental realities of our time require humans to increase awareness of the human impact on our environment and shift our relationship to the Earth.

THEREFORE, let it be known that the City of Conway recognizes September 2009 as "Environmental Awareness Month" and commits itself to supporting and undertaking programs and projects that enhance our community's natural environment and understanding of environmental issues; and

FURTHERMORE, let it be known that the City of Conway hereby lends its support to the 2009 Conway EcoFest; and that it encourages its residents, businesses and institutions to use this month to celebrate the Earth and commit to building a sustainable society.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Conway strongly supports the Conway EcoFest and by this resolution make that support known to the Citizens of Conway and all other interested parties.

ADOPTED this 1st day September, 2009.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Resolution No. R-09-_____

**A RESOLUTION ALLOWING FOR THE CITY OF CONWAY PARKS & RECREATION DEPARTMENT PARTICIPATE IN
 THE TAPS COOPERATIVE PURCHASING PROGRAM**

WHEREAS, the City of Conway, Arkansas Parks & Recreation department desires to enter into an Interlocal Cooperation Agreement to participate in the TAPS cooperative purchasing program offered by Dawson Educational Cooperative; and

WHEREAS, the Board is of the opinion that participation in this program will be highly beneficial to the district through the anticipated savings to be realized; and

WHEREAS, the Public Agency and Dawson Educational Cooperative are authorized to enter into such agreement by the Arkansas Interlocal Cooperation Act,

WHEREAS, expanding our knowledge of what local environmental goods and services we have available to us will positively impact our local economy and reduce our global impact; and

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

Section 1: Hereby authorized and approve of entering into the Interlocal cooperation agreement with Dawson Education Cooperative for participation in the TAPS cooperative purchasing program for the purposes stated therein.

ADOPTED this 1st day September, 2009.

Approved:

 Mayor Tab Townsell

Attest:

 Michael O. Garrett
 City Clerk/Treasurer

INTERLOCAL COOPERATION AGREEMENT

Public Agency

This Interlocal Cooperation Agreement (the "Agreement") is entered into by and between the **Dawson Education Cooperative (ADEC@)** and the City of Conway Parks and Recreation
(Named Public Agency)
(collectively, the **AParties@**) pursuant to the Arkansas Interlocal Cooperation Act. ARK. CODE ANN. '25-20-101 *et seq.*

RECITALS

WHEREAS DEC is a political subdivision of Arkansas. ARK. CODE. ANN. '06-13-1002(a); and

WHEREAS DEC has a legislative mandate to assist Education Entities or Higher Ed Divisions in using resources more effectively through cooperative purchasing. ARK. CODE. ANN. '06-13-1002(b)(2);

WHEREAS [Public Agency] is a political subdivision of Arkansas. ARK. CODE. ANN. '06-13-101 *et seq.*

WHEREAS the Arkansas Interlocal Cooperation Act authorizes public agencies to enter into agreements for joint cooperative action with other public agencies in order to exercise any governmental powers, privileges or authority that both agencies have in common. ARK. CODE. ANN. '25-20-101 *et seq.*;

NOW THEREFORE, the Parties **HEREBY** agree as follows:

I. Duration

This Agreement is effective beginning September 1, 2009 and shall be automatically renewed annually unless either party gives sixty (60) days prior written notice of non-renewal.

II. Purpose

The purpose of this Agreement shall be to provide cooperative purchasing services to [above listed Public Agency] through a program known as the Texas Arkansas Purchasing System (ATAPS@) Program.

The purpose of the TAPS Program shall be to obtain substantial savings for participating education cooperatives, public schools and other public agencies through volume purchasing. TAPS objective shall be to provide participating education service centers and cooperatives and their school districts and other public agencies opportunities for greater efficiency and economy

in acquiring goods and services. Specifically, TAPS shall:

- X Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- X Provide competitive price solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by individual entities.
- X Provide quick and efficient delivery of goods and services by contracting with high performance vendors.
- X Equalize purchasing power for smaller entities that are not able to command the best contracts for themselves.
- X Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- X Assist entities in maintaining the essential controls for budget and accounting purposes.

III. Financing

This cooperative undertaking shall be financed by charging vendors a commission based upon the total volume of goods provided by said participating vendor. No costs shall be incurred by DEC or its member public agencies.

IV. Termination

This Agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach.

V. Obligations of the Parties

DEC shall:

1. Coordinate with TAPS in order to provide for the administration of the program for DEC member districts.
2. Provide member with procedures for ordering, delivery, and billing.

[Member] shall:

1. Commit to participate in the program by an authorized signature in the appropriate space below
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official

- products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
 5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
 6. Pay vendors in a timely manner for all goods and services received.

VI. General Provisions

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

All notices required by this Agreement shall be sent to the addresses listed below.

VII. Authorization

DEC has entered into this Agreement to provide cooperative purchasing opportunities to its members.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with applicable laws.



STATE OF ARKANSAS
**Department of Finance
and Administration**

OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Suite 300
Little Rock, Arkansas 72201-4222
Phone: (501) 324-9316
Fax (501) 324-9311
<http://www.arkansas.gov>

August 27, 2008

Mr. Jay Bauman
Texas Arkansas Purchasing System
2230 North Edwards
Mt. Pleasant, TX 75456-1894

Dear Mr. Bauman:

I have reviewed the provided documentation from TAPS (Texas Arkansas Purchasing System) regarding its practices and procedures in the procurement of commodities and services. It appears that TAPS contracts substantially meet the requirements of Arkansas statutes, rules and remedies in accordance with the provisions of ACA 19-11-256 and 19-11-201, et. seq.

This cooperative agreement with TAPS (Texas Arkansas Purchasing System) would apply to purchases by any Arkansas State Agency, including higher education entities, or political subdivision (counties, municipalities, and school districts).

Should any questions arise, please contact this office.

Sincerely yours,

A handwritten signature in blue ink that reads "Jane Benton".

Jane T. Benton, Director
Office of State Procurement



Memo:

To: Mayor Tab Townsell
 Cc: Conway City Council
 From: Brian Knopp, Parks Director
 Date: September 01, 2009
 Re: Consideration of low bid approval for the Don Owen Maintenance Shop Building

Bids were submitted at 10:00am, Tuesday, July 7, 2009 at Conway City Hall for the construction of a Maintenance Shop Building located at the Don Owen Sports Center. Eight bids were submitted:

Salter Construction	\$ 304,000
NBMC	\$ 319,977
Shields & Associates	\$ 326,000
Dayco Construction	\$ 330,000
Stoney Developers	\$ 358,000
Tru-Star Properties	\$ 377,000
B. Corley Construction (BCC)	\$ 386,800
CONARK	\$ 406,000

Salter Construction had the low bid of \$304,000. After talking to Salter Construction we were able to compose a list of value engineering items that cut the bid price by \$54,000 leaving a total bid price of \$250,000. We have attached the agreement for you to look at.

The Parks Department recommends accepting the low bid from Salter Construction with the value engineering cuts for \$250,000.00

CHANGE ORDER

- Owner
- Architect
- Contractor

TO OWNER:

City of Conway
 1201 Oak Street
 Conway, AR 72032
 Ph: (450) 6186 / Fax: (501)

PROJECT:

Don Owens Recreation Center
 Maintenance Shop
 10 Lower Ridge Road
 Conway, AR 72032

Change Order No.: One (1)

Date: 8/24/2009

Project No. : 09-131

Contract Date: 8/24/2009

FROM GENERAL CONTRACTOR:

Salter Construction, Inc.
 P.O. Box 11778
 Conway, Arkansas 72034
 Ph: (501) 327-2807 / Fax: (501) 327-2855

ARCHITECT:

Entech Consulting Engineers
 1215 Sturgis Road
 Conway, AR 72034
 Ph: (501) 450-9222

The contract is changed as follows:

Item No.	Description	Amount
1.	Delete payment & performance bond	\$ (4,730.00)
2.	Revise fuel containment building to a fuel containment basin	\$ (12,800.00)
3.	Delete all interior & exterior painting	\$ (5,500.00)
4.	Delete all landscaping	\$ (2,015.00)
5.	Delete cost of construction waste dumpsters	\$ (1,550.00)
6.	Revise contingency allowance to \$4,256.00	\$ (4,469.00)
7.	Delete wood fencing	\$ (1,900.00)
8.	Relocate RPZ above mop sink	\$ (200.00)
9.	Delete trench drain & oil separator system	\$ (5,971.00)
10.	Revise grinder pump system to conway corporation specifications.	\$ (5,110.00)
11.	Revise water heater to a residential grade	\$ (870.00)
12.	Revise manufacture of fiberglass shower unit	\$ (878.00)
13.	Revise manufacture of breakroom sink	\$ (220.00)
14.	Delete AC-1 unit & ductwork & install owner provided AC-2 unit	\$ (6,900.00)
15.	Revise Flooring to sealed concrete with rubber base in rooms 100, 101, & 103	\$ (836.00)
16.	Revise manufacture of toilet accessories	\$ (51.00)
Total		\$ (54,000.00)

The Original Contract Sum	\$ 304,000.00
Net Change by previous authorized Change Orders	\$ -
The Contract Sum prior to this Change Order (including previous change orders)	\$ 304,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ (54,000.00)
The New Adjusted Contract Sum including this Change Order	\$ 250,000.00

Accepted by:

Salter Construction, Inc.

CONTRACTOR

By: Michael Todd, Project Manager

August 24, 2009

Date

OWNER

By: _____ Title

Date

OTHER

By: _____

Date



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 24th day of August in the year 2009
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Conway
1201 Oak Street
Conway, AR 72034
Ph: (501) 450-6186

and the Contractor:
(Name, legal status, address and other information)

Salter Construction Inc.
P.O. Box 11778
Conway, AR 72034
Ph: (501) 327-2807
Fax: (501) 327-2855

for the following Project:
(Name, location and detailed description)

Don Owens Recreation Center
Maintenance Shop Building
10 Lower Ridge Road
Conway, AR 72034

The Architect:
(Name, legal status, address and other information)

Entech Consulting Engineers
1215 Sturgis Road
Conway, AR 72034
Ph: (501) 450-9222
Fax: (501) 450-9272
Email: entech@conwaycopies.net

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date will be fixed in a Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ONE HUNDRED (100) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be THREE HUNDRED FOUR THOUSAND DOLLARS & 00/100 CENTS (\$ 304,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$ 0.00)
1. Remove unacceptable fill	CY	\$8.50/CY
2. Import, place, compact engineered fill	CY	\$12.50/CY

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
1. Contingency	\$8,000.00
2. Modular Brick	\$350.00 per 1000

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

Init.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten Percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten Percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 7.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

If the manner of completion of the work is shown to be fifty percent (50%) complete or greater in the application for payment, without reduction of previous retainage, no further retainage will be withheld.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Six Percent (6%) per Annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Brian Knopp
10 Lower Ridge Road
Conway, AR 72034
Ph: (501) 450-6186 ext 102
Email: brian.knopp@cityofconway.org

Init.

§ 8.4 The Contractor's representative:
 (Name, address and other information)

Michael Todd
 P.O. Box 11778
 Conway, AR 72034
 Ph: (501) 327-2807
 Fax: (501) 327-2855
 Mobile: (501) 428-2553
 Email: Michael@salterconst.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
 (Either list the Specifications here or refer to an exhibit attached to this Agreement.)
 Reference Exhibit "A"

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
 (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
CVR	Project Cover Sheet	2/27/09
C1.1	Site Plan	2/27/09
C1.2	Utility Site Plan	2/27/09
C1.3	Sewer Details	2/27/09
C1.4	Fuel Containment Plan & Elevations	2/27/09
A1.1	Floor Plans	2/27/09
A1.2	Reflected Ceiling & Interior Details	2/27/09
A1.3	All Sections	2/27/09
A1.4	Building Elevations & Building Section	2/27/09
S1.0	Structural Notes	2/27/09
S1.1	Foundation Plan	2/27/09

Init.

S1.2	Foundation Sections	2/27/09
S1.3	Foundation Details	2/27/09
S1.4	Attic Framing Plan	2/27/09
S1.5	Fuel Containment Foundation Plan & Sections	2/27/09
P1.1	Plumbing Plan	2/27/09
P1.2	Riser Diagram, Schedules, Notes	2/27/09
E1.1	Electrical Power & Lighting Plans	2/27/09
E1.2	Electrical Mechanical Power Plan & Schedules	2/27/09
M1.1	Mechanical Plan	2/27/09
M1.2	Mechanical Schedules & Details	2/27/09

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
#1	3/24/09	1
#2	4/7/09	1
#3	6/16/09	3
#4	6/26/09	2
#5	6/30/09	1
#6	7/3/09	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document A201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond
General Liability / Builders Risk

Limit of liability or bond amount (\$ 0.00)
Reference Exhibit "B"

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Tab Townsend Mayor
(Printed name and title)



CONTRACTOR *(Signature)*

Nathan Salter V.P.
(Printed name and title)

Init.

Table of Contents

Bid Documents

Invitation to Bid	
Instructions to Bidders	
Bid Form	
AIA Documents: (By Reference)	
A101 Standard Form of Agreement Between Owner and Contractor (Stipulated Sum Contract)	
A201 General Conditions of the Contract for Construction	
A310 Bid Bond	
A312 Performance Bond	
A312 Payment Bond	
G701 Change Order	
G702 Application and Certificate for Payment	
G705 Certificate of Insurance	
Supplementary Conditions	
List of Drawings	

Technical Specifications

Division 1 – General Requirements

01010 -	Summary of Work
01020 -	Allowances
01027 - -	Applications for Payment
01030 -	Alternates
01250 -	Contract Modification Procedures
01310 -	Coordination
01330 -	Submittal Procedures
01400 -	Quality Control
01500 -	Temporary Facilities
01600 -	Product Requirements
01770 -	Closeout Procedures

Division 2 – Site Construction

02300 -	Earthwork
02361 -	Termite Treatment

Division 3 - Concrete

03300 - Cast-in-Place Concrete

Division 4 - Masonry

04200 - Unit Masonry

Division 5 - Metals

05400 - Cold Formed Metal Framing

05500 - Metal Fabrications

Division 6 - Wood and Plastics

06100 - Rough Carpentry

Division 7 - Thermal and Moisture Protection

07210 - Building Insulation

07920 - Joint Sealants

Division 8 - Doors and Windows

08110 - Steel Doors and Frames

08331 - Rolling Doors

08710 - Hardware

08800 - Glazing

08814 - Mirrored Glass

Division 9 - Finishes

09260 - Gypsum Assemblies

09310 - Ceramic Tile

09512 - Acoustic Ceiling

09651 - Resilient Tile

09653 - Resilient Wall Base and Accessories

09900 - Painting

Division 10 – Specialties

10801 - Toilet Accessories

Division 12 – Furnishings

12325 - Plastic Laminate Faced Casework

Division 13– Special Construction

13122 - Metal Building Systems

Division 15 –Mechanical

15010 - Basic Mechanical Requirements
15050 - Basic Piping Materials and Methods
15400 - Plumbing
15410 - Services
15782 - Heating and Cooling Units
15800 - Air Distribution
15950 - Final System Adjustment

Division 16 –Electrical

16010 - Basic Electrical Requirements
16111 - Conduit
16120 - Wires and Cables
16134 - Outlet, Pull Boxes
16141 - Wall Switches
16145 - Receptacles
16147 - Plate Covers
16195 - Electrical Identification
16450 - Grounding
16475 - Overcurrent Protective Devices
16482 - Motor and Circuit Disconnects
16501 - Lamps



CERTIFICATE OF LIABILITY INSURANCE

OP ID J4
SALTE-3

DATE (MM/DD/YYYY)

07/09/09

PRODUCER Steve Standridge Insurance Inc 2526 Pinnacle Hills Parkway Rogers AR 72758 Phone: 479-621-6000 Fax: 479-845-0013	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Salter Construction, Inc. P.O. Box 11778 Conway AR 72034	INSURERS AFFORDING COVERAGE
	INSURER A: Employers Mutual Insurance	21415
	INSURER B: HARLEYSVILLE INSURANCE CO	23582
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2D1583309	12/31/08	12/31/09	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2E1583309	12/31/08	12/31/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	2P1583309	12/31/08	12/31/09	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	2H1583309	12/31/08	12/31/09	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
B		OTHER Builders Risk	2T1583309	11/11/08	11/11/09	Bldrs Ris	2,500,000
						Ded.	1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Conway is listed as additional insured with regard to Auto Liability and General Liability.

CERTIFICATE HOLDER

CANCELLATION

CITY OF CONWAY PERMITS AND INSPECTIONS FAX 501-513-3504 1201 OAK ST CONWAY AR 72032	CITYCON	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE Justin Kyle Salter

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



City of Conway, Arkansas
Ordinance No. _____

AN ORDINANCE AUTHORIZING THE CITY TO WAIVE COMPETITIVE BIDS FOR CONSULTING SERVICES THROUGH ENTECH CONSULTING ENGINEERS FOR THE PURPOSE OF BUILDING A MAINTENANCE / SHOP BUILDING AT THE DON OWEN SPORTS CENTER; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Conway Parks Department is in need of a maintenance / shop building at the Don Owen Sports Center; and

WHEREAS, the City Council approved to accept a proposal from ENTECH Consulting Engineers to design the building in the amount of \$7,900 but due to changes in the original proposal that have exceeded the amount of \$10,000;

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

SECTION 1. The City Council of the City of Conway hereby waives the requirement for competitive bids for the consulting services through ENTECH Consulting Services.

SECTION 2. The City Council approves the revised proposal in the amount of \$11,610.

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

SECTION 4. 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 1st day of September, 2009.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



Memo

To: Mayor Tab Townsell
Cc: Conway City Council
From: Brian Knopp, Parks Director
Date: September 01, 2009
Re: Request to waive bids and approve contract for ENTECH Consulting Engineers

As the city council is well aware we have been trying for awhile now to get a maintenance / shop building constructed at the Don Owen Sports Complex.

In September 2008 council approved a proposal from ENTECH Consulting Engineers for \$7,900. In June 2009 we received an ENTECH invoice for the original proposal amount and fee change request totaling \$11,610.00. I have enclosed this information for your review.

Due to the change from the original proposal being over \$10,000 we would like to request the city council waive bids and approve the fee change requests so that the parks department can go forward with this project.

ENTECH Consulting Engineers

James L. Bonds, P.E.
1215 Sturgis RD
Conway, AR, 72034

Telephone 501-450-9222
Fax No.: 501-450-9272
Email: jaybonz@conwaycorp.net

June 20, 2009

ENTECH Job No.: 08498

Mr. Brian Knopp
Conway Parks and Recreation Department
10 Lower Ridge Road
Conway, AR 72032

Ref: Entech Invoice and Fee Change Request

Dear Brian,

Enclosed is our invoice for 80% completion of original design scope and out of scope changes.

During the course of this project the City of Conway has made several significant changes from the basis upon which our proposal of August 28, 2008 was based. Refer to the attached email from Ronnie Hall dated 7/21/08. The Ronnie Hall email and attached sketches formed the basis for our proposal.

As you can see the original sketch indicates a simple shop building with one office. We had assumed the building would only require a window type heat pump and ventilation and unit radiant heaters in the shop area. A breakroom and storage room were added along with the requirement that the entire building had to be air conditioned utilizing existing HVAC equipment where possible. This created additional mechanical engineering work to design the central heat and air ductwork system and hvac equipment.

The original sketch did not show the requirement for a fuel containment area, therefore we did not include any provision for design of a fuel containment area. This requirement was added after we had submitted our proposal for design services.

Our proposal excludes any site surveying since we were under the understanding at the time of the proposal that the City of Conway would furnish site survey data. The limited site information furnished to us did not include topographic survey data required for the site design. We had to survey the site to obtain the topo data.

I have included a spreadsheet entitled "ENGINEERING EXTRA COSTS TO IMPLEMENT CHANGES". This spreadsheet summarizes the manhours required to implement the three changes described above.

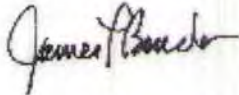
Page 2: Letter to Mr. B. Knopp

Our proposal excluded plan review fees since these fees are usually unknown at the time of proposal submittal. We have included the \$130 Arkansas Health Department plan review fee for reimbursement.

We have invoiced for 80% of our original design fee and will invoice the remaining 20% (\$1,580) once all required shop drawing reviews and site construction inspections have been completed.

Please call if you have any questions regarding our invoice or this request for design fee change. If you like we can redo our invoice for the original fee and a separate invoice for the extra cost items if that would be better for you.

Sincerely,



James L. Bonds

Attachments: 1) Ronnie Hall email dated 7/21/08
2) Entech Proposal dated 8/28/08
3) "Engineering Extra Costs to Implement Changes" spreadsheet
4) Entech Invoice # 11314

ENTECH Consulting Engineers

1215 Sturgis RD
 Conway, AR 72034

Invoice

Date	Invoice #
6/20/2009	11314

Bill To

Mr. Brian Knopp
Conway Parks & Recreation Dept.
10 Lower Ridge Road
Conway, AR 72032

P.O. No.	Job No./Description
	08498 CONWAY_D OWENS

Terms	Job Title
	Don Owens Shop Bldg

Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Prev. Invoic...	Amount
Design 40'60' Shop Building per Entech Proposal # P-08261 dated 8/28/08	7,900.00			0.8	7,900.00	80.00%	80.00%		6,320.00
Sub-Total Original Scope	7,900.00					80.00%	80.00%		6,320.00
Change in Scope:	0.00				0.00				0.00
1) Owner changed HVAC mechanical requirements	1,500.00			1	1,500.00	100.00%	100.00%		1,500.00
2) Owner added fuel containment area and fencing	1,670.00			1	1,670.00	100.00%	100.00%		1,670.00
3) Owner did not furnish site survey data and Entech had to survey site for topo data	410.00			1	410.00	100.00%	100.00%		410.00
Sub-Total - Out of Scope Changes	3,580.00					100.00%	100.00%		3,580.00
Health Department Plan Review Fee	130.00			1	130.00	100.00%	100.00%		130.00
Sub-Total - Review Fees	130.00					100.00%	100.00%		130.00

ENTECH Federal Tax ID: 74-2622736

Total \$10,030.00

Phone # Fax # E-mail

Payments/Credits \$0.00

501.450.9222 501.450.9272 jaybonz@conwaycorp.net

Balance Due \$10,030.00

Entech Consulting Engineers
ENGINEERING EXTRA COSTS TO IMPLEMENT CHANGES
 June 20, 2009

OWNER BASIS DWG TITLE	DWG NO.	DATE REC'D	DESCRIPTION OF CHANGE	ENTECH DWGS AFFECTED BY CHANGE			PRINC. ENGR M'HR	STAFF ENGR M'HR	CAD M'HR	ENGR COST \$110/HR	ST ENGR COST \$85/HR	CAD COST \$60/HR	TOTAL
Ronnie Hall Sketch	n/a	7/27/2008	Orig sketch showed 1 office & shop - proposal assumption window air unit. Owner added requirement to use existing central air equip. Two zones, more ductwork etc	M-1, M-2		6		14	660		840	1,500	
Ronnie Hall Sketch	n/a	7/27/2008	Orig. sketch did not indicate the need for fuel containment area. Owner added fuel containment area.	C-1.0		1		2	110		120	230	
				C-1.1		1		2	110		120	230	
				C-1.4		1		4	110		240	350	
				L-1.1				1			60	60	
				S-1.5		4		6	440		360	800	
Entech Proposal	n/a	8/28/2008	Proposal excludes field survey work to be furnished by Owner. Entech had to survey site for topo data for site plan because Owner did not furnish survey data.	C-1.1		1		5	110		300	410	
TOTAL COSTS TO IMPLEMENT CHANGES									\$1,540		\$2,040	\$3,580	



Memo

To: Mayor Tab Townsell
Cc: Conway City Council
From: Brian Knopp, Parks Director
Date: September 01, 2009
Re: Consideration of sports lighting package bid for Conway Station Park

The Conway Parks Department would like to get the city council approval to bid the sports lighting package for Conway Station Park separate from the contractor bid.

The approval of this request will save the city the contractor mark-up cost which could be a significant savings.

BID PROPOSAL

Conway Baseball Complex Bid Proposal Sports Lighting Project Conway, Arkansas

The undersigned bidder, in compliance with your request for bids for the lighting equipment at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to furnish the lighting equipment material as described in the specifications. These prices are for all labor and materials and are to cover the specified equipment and delivery charges. The contract for bid item "A" will be based on the bid item "C" (The total cost of bid item A and bid item B).

A. Contract Price: \$ _____

B. 25-Year Life Cycle Operating Cost Total: \$ _____
(From Section 1.4, Item H)

C. Total Project Cost: \$ _____
(Add Bid item "A" and "B")

Company Name

Authorized Signature

Address

City/State/ZIP

Telephone

Date

SECTION 16526 – SPORTS FIELD LIGHTING

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the performance and design standards for Conway Baseball Complex in Conway, Arkansas. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth by the criteria set forth in these specifications.
- C. The sports lighting will be for the following fields:
 - 1. Baseball Fields 1 thru 9
 - 2. Parking Lot 1 and 2
 - 3. Walkway Lighting
 - 4. Maintenance Building Area
 - 5. Playground Area
 - 6. Walkways: Fields 1 thru 4
 - 7. Walkways: Fields 5 thru 8
 - 8. Security: Fields 1 thru 4
 - 9. Security: Fields 5 thru 9
 - 10. Security: Pond
 - 11. Pond Parking
- D. The primary goals of this sports lighting project are:
 - 1. Life Cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field(s) should be proactively monitored to detect fixture outages over a 25 year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.
 - 2. Environmental Light Control: It is the primary goal of this project to not negatively impact this community with excessive spill light or glare.
 - 3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of 25 years.

1.2 LIGHTING PERFORMANCE

- A. Performance Requirements: Playing surfaces shall be lit to an average constant light level and uniformity as specified in the chart below. Light levels shall be held constant for 25 years. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Measured average illumination level shall be +/- 10% of predicted mean in accordance with IESNA RP-6-01, and measured at the first 100 hours of operation.

Area of Lighting	Average Constant Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball Infield Fields 1 thru 9	50 footcandles	2.0:1.0	25	20' x 20'
Baseball Outfield Fields 1 thru 9	30 footcandles	2.5:1.0	94	20' x 20'
Maintenance Building	1 footcandles	N/A	70	20' x 20'
Playground	5 footcandles	N/A	124	20' x 20'

Walkway Lighting	3 footcandles	N/A	83	20' x 20'
Walkways Fields 1 thru 4	15 footcandles	N/A	236	20' x 20'
Walkways Fields 5 thru 8	15 footcandles	N/A	238	20' x 20'
Security Fields 1 thru 4	1 footcandles	N/A	114	20' x 20'
Security Fields 5 thru 8	1 footcandles	N/A	114	20' x 20'
Security Playground	1 footcandles	N/A	157	20' x 20'
Parking Lot 1	2 footcandles	N/A	416	20' x 20'
Parking Lot 2	4 footcandles	N/A	130	20' x 20'
Pond Parking	5 footcandles	N/A	84	20' x 20'

- B. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, the pole mounting heights from the playing field surface shall be 70' minimum for the baseball field, 70' minimum for the playground, 70' minimum for the maintenance building, 50' minimum for parking, 50' minimum for the walkways, and 50' minimum for security lighting.

1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Spill Light Control: Maximum vertical footcandles taken with the meter aimed at the brightest light bank at the property line (street) shall not exceed 8.5 foot-candles. Average vertical footcandles at the property line (street) shall not exceed 2.5 foot-candles. Maximum horizontal footcandles at the property line (street) shall not exceed 6.6 foot-candles. Average horizontal footcandles at the property line (street) shall not exceed 1.4 foot-candles. Foot-candle readings shall be taken at 30' intervals along the specified line. Measured average illumination level shall allow a 10% variance of predicted mean in accordance with IESNA RP-6-01, and be measured at the first 100 hours of operation.

1.4 LIFE CYCLE COSTS

- A. Energy Consumption: The average kWh consumption for the field lighting system shall be 409.5 or less.
- B. Complete Lamp Replacement: Manufacturer shall include all group lamp replacements required to provide 25 years of operation based upon 300 usage hours per year.
- C. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years from the date of equipment shipment. Individual lamp outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.
- D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).
- E. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone.

- F. Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.
- G. Management Tools: Manufacturer shall provide a web-based database of actual field usage and provide reports by facility and user group.
- H. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.
- I. 25-Year Life Cycle Cost: Manufacturer shall submit 25-year life cycle cost calculations as follows. Equipment price and total life cycle cost shall be entered separately on bid form.

a.	Luminaire energy consumption # luminaires x ___ kW demand per luminaire x .08 kWh rate x 300 annual usage hours x 25 years		
b.	Demand charges, if applicable	+	
c.	Cost for spot relamping and maintenance over 25 years Assume 7.5 repairs at \$ \$500 each if not included with the bid	+	
d.	Cost to relamp all luminaires during 25 years 300 annual usage hours x 25 years / <u>lamp replacement hours</u> x \$125 lamp & labor x # fixtures if not included with the bid	+	
e.	Extra energy used without base bid automated control system \$ Energy consumption in item a. x 25% if control system not included with the bid	+	
f.	Extra labor without base bid automated on/off operation \$ ___ per hour x ___ hours per on/off cycle x ___ cycles over 25 years	+	
	TOTAL 25-Year Life Cycle Operating Cost	=	

1.5 WARRANTY AND GUARANTEE

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

1.6 DELIVERY TIMING

- A. Equipment On-Site: The equipment must be on-site 4 to 6 weeks from receipt of approved submittals and receipt of complete order information.

1.7 PRE-BID SUBMITTAL REQUIREMENTS

- A. Approved Product: Musco's Light-Structure Green™ System is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
- B. Design Approval: The owner / engineer will review pre-bid shop drawings from the manufacturers to ensure compliance to the specification. If the design meets the design requirements of the specifications, a letter will be issued to the manufacturer indicating approval for the specific design submitted.

1.8 ALTERNATE SYSTEM REQUIREMENTS

- A. Compliance to Specifications: Acceptance of a bid alternate does not negate the contractor and lighting manufacturer's responsibility to comply fully with the requirements of these specifications. Any exceptions to the specifications must be clearly stated in the prior approval submittal documents.
- B. Light Level Requirements: Manufacturer shall provide computer models guaranteeing light levels on the field over 25 years. If a constant light level cannot be provided, a maximum Recoverable Light Loss Factor of 0.70 shall be applied to the initial light level design to achieve the following Initial and target/maintained light levels. For alternate systems, scans for both initial and maintained light levels shall be submitted.

Area of Lighting	Average Initial Light Levels	Average Target/Maintained Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball Infield Fields 1 thru 9	71.4 footcandles	50 footcandles	2.0:1.0	25	20' x 20'
Baseball Outfield Fields 1 thru 9	42.8 footcandles	30 footcandles	2.5:1.0	94	20' x 20'
Maintenance Building	1.4 footcandles	1 footcandles	NA	70	20' x 20'
Playground	7.1 footcandles	5 footcandles	NA	124	20' x 20'
Walkway Lighting	4.2 footcandles	3 footcandles	NA	83	20' x 20'
Walkways Fields 1 thru 4	21.4 footcandles	15 footcandles	NA	236	20' x 20'
Walkways Fields 5 thru 8	21.4 footcandles	15 footcandles	NA	238	20' x 20'
Security Fields 1 thru 4	1.4 footcandles	1 footcandles	NA	114	20' x 20'
Security Fields 5 thru 8	1.4 footcandles	1 footcandles	NA	114	20' x 20'
Security Playground	1.4 footcandles	1 footcandles	NA	157	20' x 20'
Parking Lot 1	2.8 footcandles	2 footcandles	NA	416	20' x 20'
Parking Lot 2	5.7 footcandles	4 footcandles	NA	130	20' x 20'
Pond Parking	7.1 footcandles	5 footcandles	NA	84	20' x 20'

- C. Revised Electrical Distribution: Manufacturer shall provide revised electrical distribution plans to include changes to service entrance, panel, and wire sizing.

PART 2 – PRODUCT

2.1 LIGHTING SYSTEM CONSTRUCTION

- A. System Description: Lighting system shall consist of the following:
 1. Galvanized steel poles and crossarm assembly
 2. Pre-stressed concrete base embedded in concrete backfill allowed to cure for 12-24 hours before pole stress is applied. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied.
 3. All luminaires shall be constructed with a die-cast aluminum housing or external hail shroud to protect the luminaire reflector system.

4. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
 5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 6. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided.
- B. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.
 - C. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.
 - D. Lightning Protection: All structures shall be equipped with lightning protection meeting NFPA 780 standards. Contractor shall supply and install a ground rod of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Ground rod should be connected to the structure by a copper main down conductor with a minimum size of #2 for poles with less than 75' mounting height and 2/0 for poles with more than 75' mounting height.
 - E. Safety: All system components shall be UL Listed for the appropriate application.
 - F. Electric Power Requirements for the Sports Lighting Equipment:
 1. Electric power: 480 Volt, 3 Phase
 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

2.2 STRUCTURAL PARAMETERS

- A. Support Structure Wind Load Strength: Poles and other support structures, brackets, arms, bases, anchorages and foundations shall be determined based on the 2003 edition of the IBC Building Code, wind speed of 90 mph, exposure category C. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment. Foundation design will be based on 2003 IBC.
- B. Structural Design: The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
- C. Soil Conditions: The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2003 IBC, Table 1804.2 (used if wind criteria is 2003 IBC).
- D. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The contractor shall PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY to construct the field lighting up to and including the point of connection for each of the light standards. The contractor will purchase and install each of the baseball light standards for the City of Conway to provide electrical service to. The contractor is responsible for providing operational lighting for Conway Baseball Complex.
- B. The contractor shall survey and locate the locations of the lights.
- C. The contractor will be responsible for coordinating with the Manufacturer and City of Conway for the delivery and install of light standard.

3.2 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.
- B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:
 - 1. Manufacturer shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
 - 2. Manufacturer shall minimize the Owner's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the Owner the amount of \$1,000.00 (one thousand dollars) for each additional fixture required.
 - 3. Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.

SUBMITTAL INFORMATION

Design Submittal Data Checklist and Certification

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements

Included	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by, and other pertinent data b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), or home-plate for baseball/softball fields. Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics d. Height of meter above field surface e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor. f. Alternate manufacturers shall provide both initial and maintained light scans using a maximum 0.70 Light Loss Factor to calculate maintained values.
	C	Off Field Lighting Design	Lighting design drawings showing spill light levels in footcandles as specified in section 1.3 A.
	D	Life Cycle Cost calculation	Document life cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs. All costs should be based on 25 Years.
	E	Luminaire Aiming Summary	Document showing each luminaire's aiming angle and the poles on which the luminaires are mounted. Each aiming point shall identify the type of luminaire.
	F	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of Arkansas.
	G	Control and Monitoring	Manufacturer shall provide written definition and schematics for automated control system to include monitoring. They will also provide examples of system reporting and access for numbers for personal contact to operate the system.
	H	Electrical distribution plans	If bidding an alternate system, manufacturer must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of Arkansas.
	I	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed per specification for 25 years.
	J	Warranty	Provide written warranty information including all terms and conditions.
	K	Project References	Manufacturer to provide a list of project references of similar products completed within the past three years.
	L	Product Information	Complete set of product brochures for all components, including a complete parts list and UL Listings.
	M	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications.
	N	Compliance	Manufacturer shall sign off that all requirements of the specifications have been met at that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in item N – Non-Compliance

Manufacturer: _____

Signature: _____

Contact Name: _____

Date: ____/____/____



Memo

To: Mayor Tab Townsell
Cc: Conway City Council
From: Brian Knopp, Parks Director
Date: September 01, 2009
Re: Consideration to allow citizens to get materials that are being removed from the YBMA fairgrounds

The Conway Parks Department has received three (3) requests concerning the removal of material from the YBMA fairgrounds. Two (2) of these requests are from individuals that are wanting to use the material for personal use and the other request is from the Mayflower Summer Youth Program wanting lighting and fencing to use for the purpose of adding another field to their park for their youth sports.

The Conway Parks Department would like to know how the city council feels concerning these requests.

Mayor Tab Townsell
City of Conway Arkansas

Dear Mayor Townsell,

I am writing you today on behalf of the kids of Mayflower. We have reached a point that our youth programs have outgrown our facilities. We have experienced a increase in the number of kids that play youth sports in the past few years from just six or seven teams, to this past summer we had sixteen teams playing. We have worked both with our school district and our city leaders and have made improvements to our program. But, we are at the point that we need to add another field to our park.

The major expense for our program will be the fencing and lights. We have room to build, just not the money or materials. We have been very fortunate to have volunteers in our community that have always been willing to share in their time and effort, but what we need is materials to continue growing our program. Our goal is to be able to provide for the kids of our community with the things and activities that they need to be successful in life. We have seen how that the city of Conway has been able to provide this for their community, and would like to be able to follow in their footsteps.

What we would like to do is to utilize some of the materials that will be torn down at the old YBMA Fairgrounds. In looking at the current facilities, we could simply take down from one park and reassemble in our park. And in an age of recycling, this would be a perfect example that all our youth could learn several important life lessons. As well as helping other youth of our community.

In closing, I would like to thank the city of Conway for their assistance in providing facilities and activities for our kids in our community. This past year, we hosted teams from throughout Faulkner, Conway, Perry, and Pulaski counties. This would in a way allow the youth from central Arkansas to continue to get use out of what would be just torn down. If you have any questions regarding this matter, please give me a call.

Sincerely,
Pat Raney, president
Mayflower Summer Youth Program

August 24, 2009

Conway Parks & Recreation
10 Lower Ridge Rd
Conway, AR 72032

To Whom It May Concern:

I am asking if I can have all or part of Field #2, 5 ft fencing. Post, top rails and fencing.
I would like to use this to keep the kids in the yards.

Thank you,
Lance Woodcock

8/24/09

Conway City Council

Conway, Arkansas

My name is Tommy Graham and I would like to ask permission of the City Council to tear down the poultry barn at the old fair grounds.

I am retired from the State office of Emergency Services that was on South Donaghey. I had to take a Medical retirement as I was diagnosed with Muscular Dystrophy.

I have three sons two in their thirties and one in his late twenties, that will be doing the demolishing of the barn. Several of their friends will be helping. I will be there as much as possible to give advice on the tear down.

My sons are all employed by Fleming Electric out of Bryant, Arkansas and they are the electricians that work Toad Suck Daze.

Not knowing at this time, how much time we will have to remove this building and not knowing what the weather will do, I can't promise we will be able to totally remove this barn but we certainly try. We want as much of the barn as we can possible get.

Since the demolishing contract will be for all the buildings, hopefully it will not matter if we aren't able to get it all done.

Whatever the city council decides I would like to thank you for taking the time and effort to consider my proposal.

Yours Truly,

501-6792633/501-412-7919 Tommy Graham



Memo

To: Mayor Tab Townsell
Cc: Conway City Council
From: Brian Knopp, Parks Director
Date: September 01, 2009
Re: Consideration to pay down retainage to Nabholz on Girls Softball Complex Project

We would like to get approval from the city council to pay down the retainage on the girl's softball complex.

The city currently has a 5% retainage which is \$302,132.65. Nabholz has requested us to pay down the retainage to \$25,000. We believe that Nabholz has less than \$100,000 of work to complete till final completion so the Parks Department is requesting that the city pay down no lower than \$100,000.

This payment will come from the Advertising and Promotion Pay as you Go special revenue account.

Please advise if you have any questions.



Memo

To: Mayor Tab Townsell
Cc: Conway City Council
From: James Burnside, Lake Beaverfork Caretaker
Date: September 01, 2009
Re: Consideration of a boat dock permit for Mark Hickenbottom

The Conway Parks Department would like to get approval from the City Council concerning the boat dock application for Mark Hickenbottom located at 8 Eagle Shore Drive.

The dock is up to code and has met all City of Conway requirements.

Drawings are being furnished for you to look at.

It is my recommendation that Mr. Hickenbottom be allowed to build this dock.

APPLICATION FOR PRIVATE PIER OR BOAT HOUSE

(Please type or print)

FIRST NAME & INITIAL MARK LAST NAME HICKENBOTTOM

INITIAL & MIDDLE NAME Lee

MAILING ADDRESS 8 Eagle Shore Dr

CITY Conway STATE AR ZIP CODE 72032

LAKE STREET ADDRESS 8 Eagle Shore

CITY Conway AR ZIP CODE 72032

HOME PHONE 501-764-1974 BUSINESS PHONE _____

I am applying for a permit to cover the following:

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

The structure is to be constructed on Beaverfork Lake, Sub-Division Eagle Shore, Lot(s) 8, Block(s) _____, with materials composed of: WOOD , METAL _____, FIBERGLASS _____, OTHER _____

The Lake Beaverfork Caretaker may contact me to arrange to inspect my property and plans: (cell) _____ (home) 501-764-1974 (phone) 501-548-2045 (address) 8 Eagle Shore Dr

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

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

DATE 8/1/09
Month Day Year

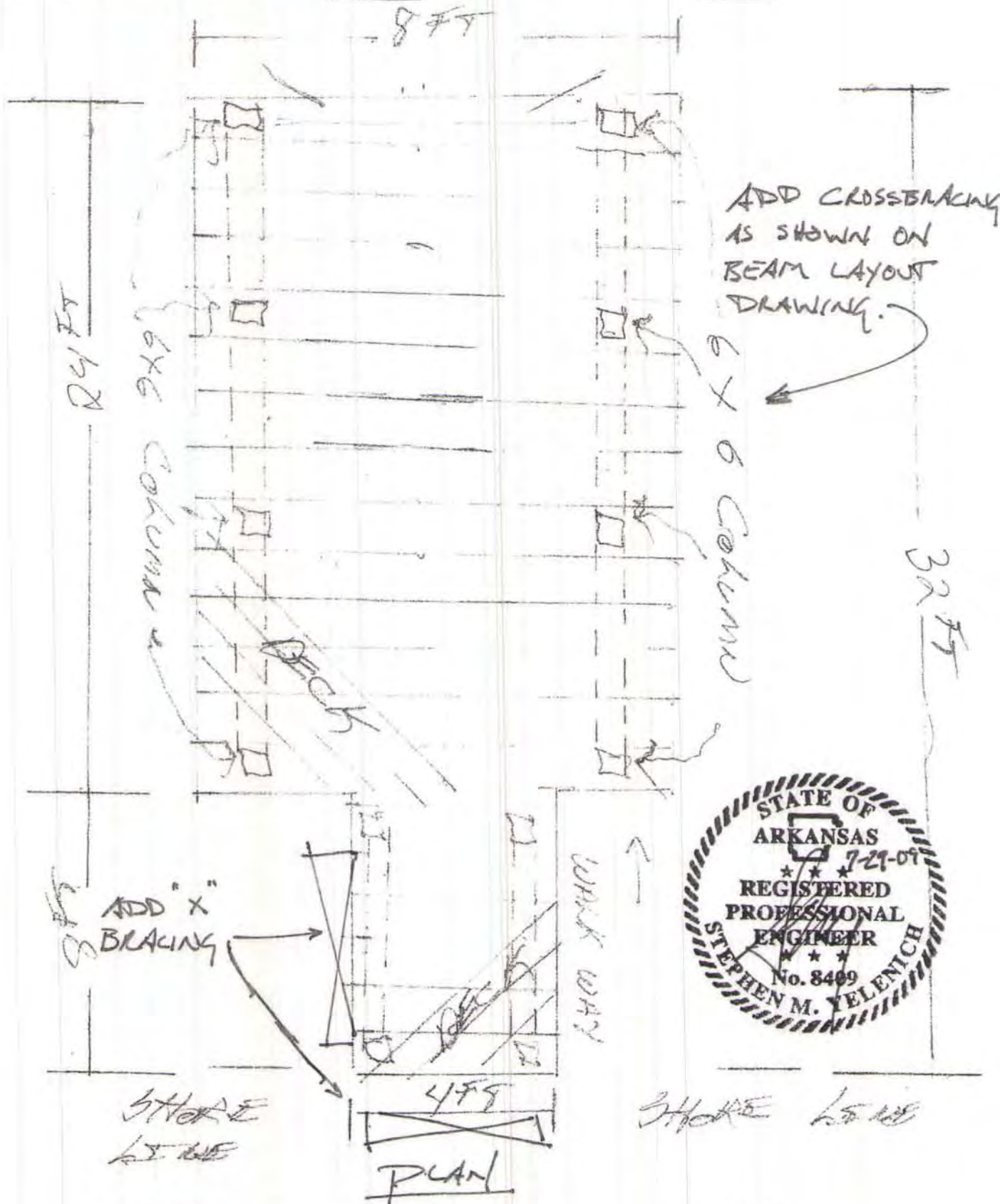
[Signature]
Applicant(s) Signature
[Signature]
Applicant(s) Signature

City Engineer Approval _____ Date _____
Lake Beaverfork Caretaker Approval [Signature] Date 8-1-09
Building Inspector Approval [Signature] Date 8-12-09

BOTH PROPERTY OWNERS MUST SIGN ON A JOINT BOAT HOUSE

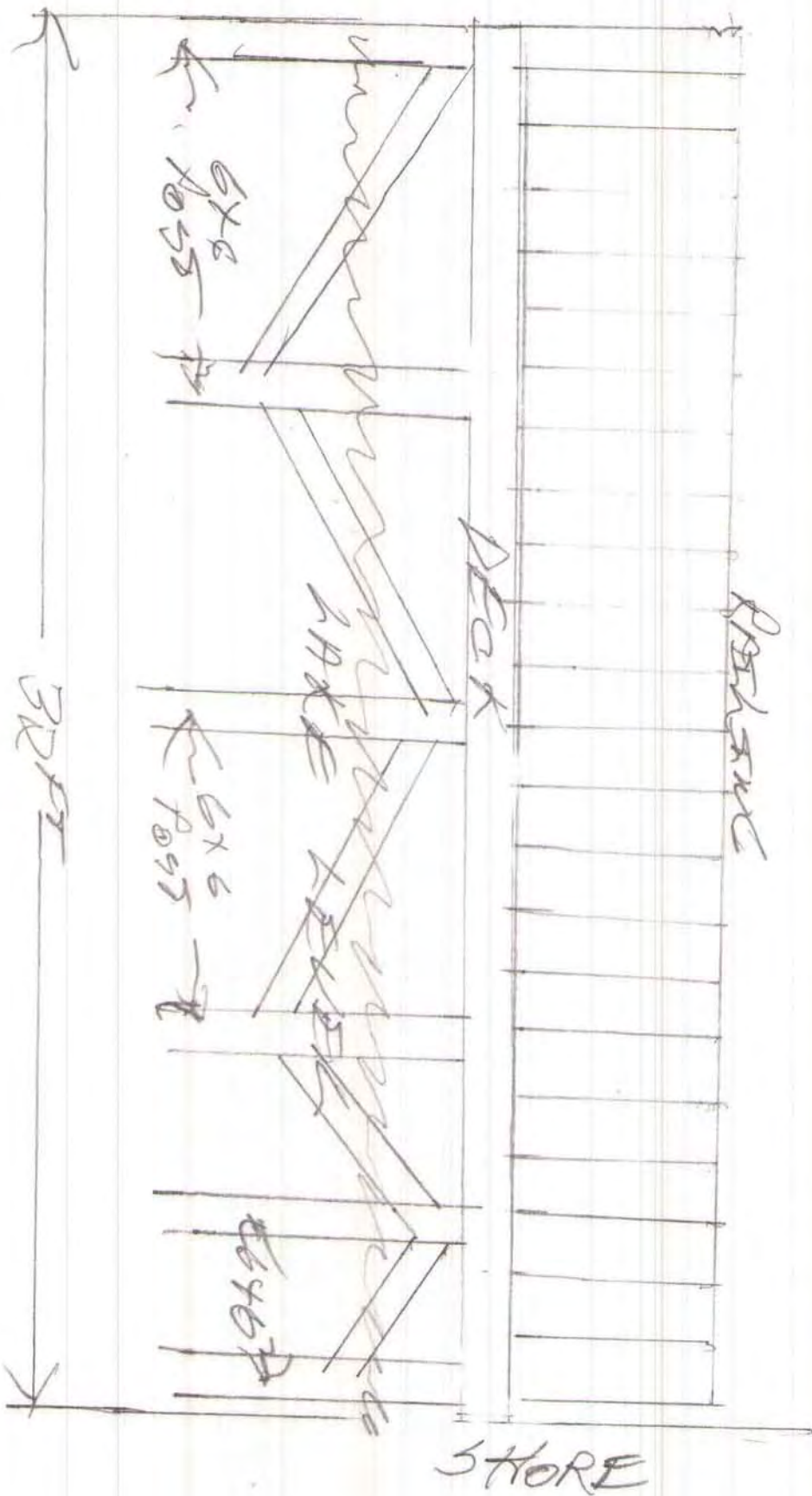
Complete Application form and return to: City of Conway
Parks & Recreation Department
Conway, AR 72032

This note is meant to certify that the boat dock planned for tract #5 Eagle Shore Subdivision meets 2006 I.B.C. design load criteria minimum live load of 30 psf and wind load of 20 psf. There is no planned roof. All minimum construction and maintenance requirements for structures into or on lake Beaverfork will be conformed to as required by the city of Conway ordinance # O-07-97

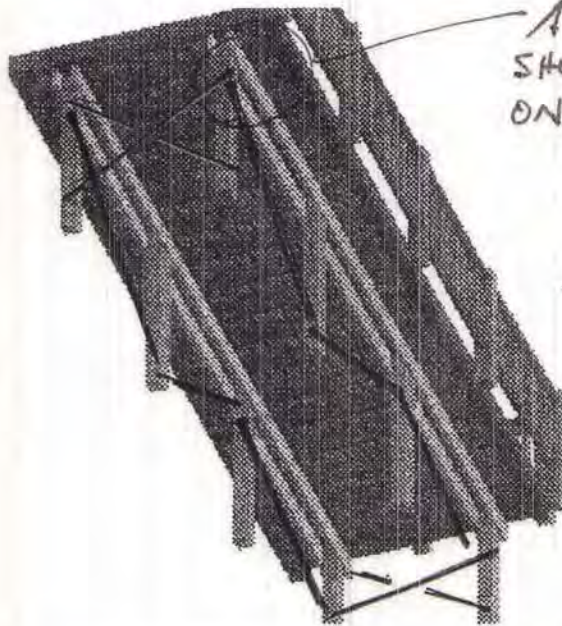
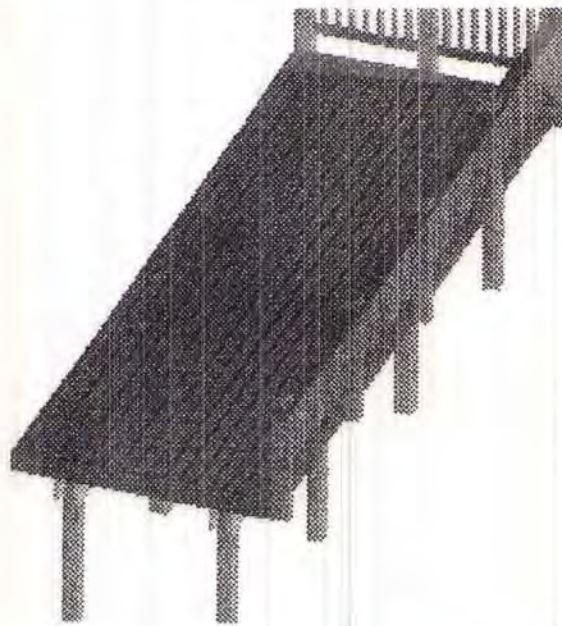


115 FT ← TO NEXT BOAT DOCK ← TO PROPERTY LINE

NORTH SIDE
ELEVATION



This note is meant to certify that the boat dock planned for tract #5 Eagle Shore Subdivision meets 2006 I.B.C. design load criteria minimum live load of 30 psf and wind load of 20 psf. There is no planned roof. All minimum construction and maintenance requirements for structures into or on lake Beaverfork will be conformed to as required by the city of Conway ordinance # O-07-97

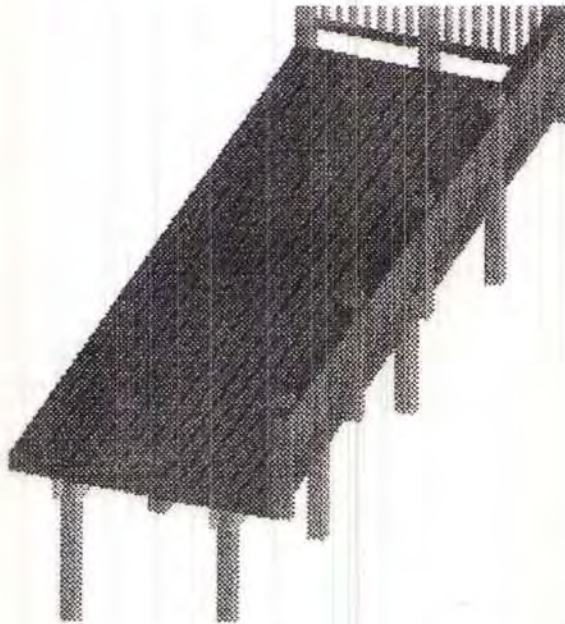


(TREATED LUMBER)
ADD 2x6 CROSSBRACING
SHOWN THIS DWG.
ONLY FOR CLARITY

Beam Layout



This note is meant to certify that the boat dock planned for tract #5 Eagle Shore Subdivision meets 2006 I.B.C. design load criteria minimum live load of 30 psf and wind load of 20 psf. There is no planned roof. All minimum construction and maintenance requirements for structures into or on lake Beaverfork will be conformed to as required by the city of Conway ordinance # O-07-97



Below are the Specifications and Materials that you have selected for your deck:

Overview	Number of Levels: 1	Footer Depth: 36" 36"
	Total Square Feet: 192	Live Load: 101 psf
		Dead Load: 10 psf

Component	Size	Wood Type
Joists	2 x 8	Top Choice Treated
Beams	2 x 8	Top Choice Treated
Posts	6 x 6	Top Choice Treated
Decking	5/4 x 6	Pressure Treated Standard Decking
Railing		(null)
Bench		None
Lattice		None

Footer Depth	36" 36"	Live Load	101 psf
		Dead Load	10 psf



This note is meant to certify that the boat dock planned for tract #5 Eagle Shore Subdivision meets 2006 I.B.C. design load criteria minimum live load of 30 psf and wind load of 20 psf. There is no planned roof. All minimum construction and maintenance requirements for structures into or on lake Beaverfork will be conformed to as required by the city of Conway ordinance # O-07-97

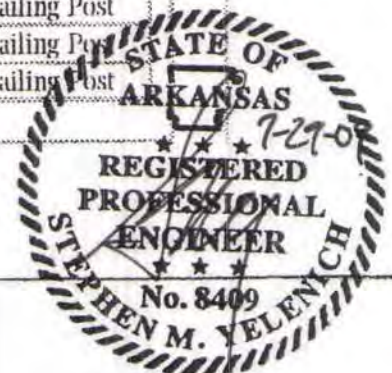
Material List

Lumber Materials

Item #	Model #	Qty.	Description	Usage
92334		4	2X8X10 ACO TOP CHOICE TREATED	Beam
201519		8	2X8X16 ACO TOP CHOICE TREATED	Beam
84304		2	2X6X10 ACO TOP CHOICE TREATED	Top Rail
90297		1	2X6X16 ACO TOP CHOICE TREATED	Top Rail
2827		1	6X6X8 #2 .40 ACO TREATED	Railing Post
5635		2	6X6X12 #2 .40 ACO TREATED	Railing Post
42380		12	2X4X6' TRU-FIT DECK RAIL	Hand Rail
7950		62	2x2x42" Baluster Square	Spindle
91658		25	2X8X8 ACO TOP CHOICE TREATED	Cladding
21210		17	5/4X6X8 STD ACO TREATED	Deck Planking
86573		17	5/4X6X16 STD ACO TREATED	Deck Planking
2827		8	6X6X8 #2 .40 ACO TREATED	Post

Other Materials

Item #	Model #	Qty.	Description	Usage
88487		8	ABA66Z 6X6 ADJ POST BASE ZMAX	Footing to Post
10385		20	CONCRETE MIX 80# QUIKRETE	Footing to Post
123175		8	1/2"X6" HDGA ANCHOR LBOLT50600HDC	Footing to Post
69274		1	NAIL BOX GALV 5LB 16 D (13330)	Footing to Post
63449		64	GALV ROUND WASHER 1/2"	Post to Beam
67358		32	GALV CARRIAGE BOLT 1/2 X 10	Post to Beam
67342		32	GALV 1/2 HEX NUT	Post to Beam
90575		68	HURRICANE TIE	Joist Framing
69147		10	NAIL BOX GALV 1 LB 8 D (74028)	Joist Framing
125380		3	1LB. N8D HOT-DIP GALVINIZED NAIL	Joist Framing
115180		8	H2.5AZ REVERSIBLE HURR CLIP ZMAX	Joist Framing
108806		34	LUS28Z ZMAX 2X8 JOIST HANGER	Joist Framing
124475		1	5LB N10D HOT-DIP GALVINIZED NAIL	Joist Framing
1		384	10D NAIL not found	Joist Framing
87727		4	L70Z 7" ANGLE ZMAX	Joist Framing
27388		1	Olympic Maximum Waterproofing Clear Sealant	Deck Planking
61342		16	DPT7Z 4X4 DECK POST TIE	Railing Post
67341		32	GALV 3/8 HEX NUT	Railing Post
41706		3	3/8" FLAT WASHER GALV (25) PP	Railing Post
67353		32	GALV CARRIAGE BOLT 3/8 X 8	Railing Post



LEGEND

- Found Monument as labeled
- Set No. 4 Rebar with surveyor's id cap (ris #1430)
- Found Stone as labeled

- || Measured
- D deed
- ⊙ underground cable
- bsl building setback line

- ⊙ water meter
- ⊙ water meter

CURVE 1
 L=76.23'
 R=100.67'
 D=43°22'58"
 BRG=N 22°39'04" E

CURVE 2
 L=30.77'
 R=25.00'
 D=70°31'44"
 CLEN=28.67'
 BRG=N 79°36'26" E

CURVE 3
 L=61.44'
 R=50.00'
 D=70°24'24"
 CLEN=67.65'
 BRG=N 79°40'04" E

FLOOD STATEMENT:
 This property is not in the 100 year flood zone.

- GENERAL NOTES:**
1. Improvements are as shown.
 2. Encroachments, if any, are as shown.
 3. Utilities were located from above ground evidence only.

BASIS OF BEARINGS:
 Original plat by Bill Tyler

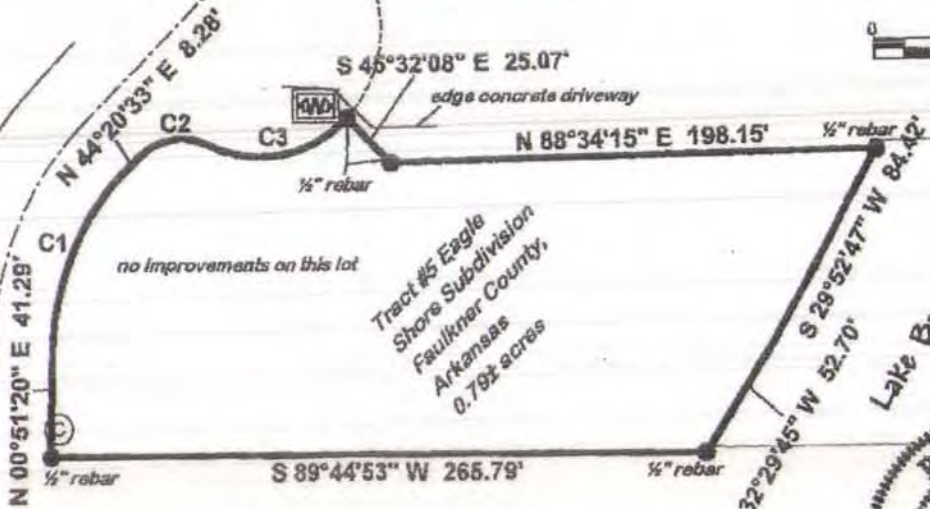
SURVEYOR'S BASIS FOR ACCEPTANCE:
 I accepted monuments found based on the original plats bearings and distances.

For use and benefit of: Crye-Leike Realtors, Attn: Kim Williams
 Address of Property: #8 Eagle Shore Drive, Conway, Arkansas 72032
 Date of Survey: 5-5-06
 Scale 1" = 60'

SURVEYOR'S DESCRIPTION
 Tract #5 Eagle Shore Subdivision as shown on plat recorded in plat book 1 page 29.

This is to certify that the above described property has been surveyed and corners set in accordance with located and accepted monuments in the area. This certification limited to the parties shown hereon.

Eagle Shore Drive (50' r/w)



Tract #5 Eagle Shore Subdivision
 Faulkner County, Arkansas
 0.79± acres



PROPOSED DOCK
 WATER
 PATIO

MCMILLEN LAND SURVEYING
 P.O. BOX 2166
 CONWAY, ARKANSAS 72033

FILENAME: eagle shore.dcd printed: 5-8-06 color red



Memo

To: Mayor Tab Townsell
Cc: Conway City Council
From: James Burnside, Lake Beaverfork Caretaker
Date: September 1, 2009
Re: Consideration of a boat dock permit for Brett Hill

The Conway Parks Department is requesting the consideration from the City Council on the boat dock permit for Brett Hill located at 11 Eagle Shore Drive.

The landowner has a small lot and the location where he wants to put his dock up is less than 100 feet from the next structure. However, it is over a 100 feet from the next boat dock.

Mr. Hill was told that city ordinance states he is not allowed to build a boat dock less than 100 feet from the next structure.

Mr. Hill would like to plead his case before the city and will be at the council meeting scheduled for September 1st, 2009.

②
City of
Conway

016027

Doc#2005- 15836
Date 07/22/2005
11:43:37 AM
Filed & Recorded in
Official Records of
Faulkner County
SHARON BIRMER
Faulkner County Clerk
Fee \$11.00
2577734
\$11.00
By LB D.C.

ORDINANCE NO. 0-05-88

AN ORDINANCE AMENDING CHAPTER 12.12.22 OF THE CONWAY MUNICIPAL CODE; REPEALING ANY ORDINANCES IN CONFLICT AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council desire to amend Chapter 12.12.22 of the Conway Municipal Code;

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

Section 1: Chapter 12.22.22 of the Conway Municipal Code is hereby amended to read as follows:

Structures into the Lake:

Boat Houses, Boat Docks, and Piers: Boat houses (not to include sleeping, toilet, cooking, or living facilities), boat docks, or piers for private adjacent landowners may be constructed if the structure is a minimum of 100 linear feet from any other existing structure in the lake and if application has been made and written approval granted by the City of Conway City Council.

Section 2: All other parts and enumerated paragraphs in Chapter 12.12.22 remain intact, unamended, and are in full force and effect.

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

PASSED this 12th day of July, 2005.

APPROVED:


Mayor Tab Townsell

ATTEST:


City Clerk/Treasurer Michael O. Garrett



City of Conway, Arkansas
Ordinance No. O-09-_____

AN ORDINANCE DEDICATING CERTAIN LANDS FOR PUBLIC USE AS A FAIRGROUND AND PARKS; AND FOR OTHER PURPOSES:

WHEREAS, the City has acquired title to the following real property for use as a fairground and other public park purposes:

The SW 1/4 NE 1/4, Section 9, Township 5 North, Range 13 West, 40 acres,
 more or less, in Faulkner County, Arkansas.

WHEREAS, it is the express intention of the city council of the City of Conway that said lands shall be dedicated for use as a fairground, exposition center and other public park purposes; and

WHEREAS, it is the express intention of the city council of the City of Conway said lands are considered of a public nature, to be held in trust by the public and for the public to have standing to enforce the terms herein, solely for the purposes of a fairground, exposition center or public park, regardless of said land's present or future zoning classifications; and

WHEREAS, it is the express intention of the city council of the City of Conway that, pursuant to said public dedication, said lands shall not be leased for uses not related to fairgrounds, exposition center, or public park purposes; further, said lands shall not be sold by the City; and

WHEREAS, it is the express intention of the city council of the City of Conway to rely upon the distinctions set out in the case of *Lester v. Walker*, 177 Ark. 1097 (1928) and other consistent authority for accomplishing the purposes set out herein.

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

Section 1: That the conveyance and acceptance of the lands described above is made subject to the express condition that the City shall, acting in trust for the public and for the public to have standing to enforce the terms herein, use these lands for fairgrounds, exposition center or public park purposes, regardless of the current or future zoning classification of said lands.

Section 2: That the City of Conway shall not lease said lands for uses not related to fairgrounds, exposition center, or public park purposes; further, said lands shall not be sold by the City.

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

Passed this 1st day of September, 2009

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

**WARRANTY DEED WITH PUBLIC DEDICATION
FOR USE AS FAIRGROUNDS AND PARK PURPOSES**

KNOW ALL MEN BY THESE PRESENTS:

That the City of Conway, Arkansas, a municipal corporation chartered under the laws of the State of Arkansas, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and in consideration of the benefits to accrue to said City, acting in trust for the public, from the use of the herein-described lands for fairgrounds, exposition center or public park purposes, and other good and valuable consideration, paid by the City of Conway, GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and dedicate for fairgrounds, exposition center or public park purposes unto the said GRANTEE, to have and hold in trust for the public and for the public to enforce the terms herein, for fairgrounds, exposition center or public park purposes, and unto its heirs and assigns forever, the following described lands situated in the County of Faulkner, State of Arkansas:

The SW 1/4 NE 1/4, Section 9, Township 5 North, Range 13 West, 40 acres, more or less, in Faulkner County, Arkansas.

This conveyance is made subject to the following restrictions:

This conveyance is made subject to the express condition that Grantee shall, acting in trust for the public, use these lands for fairgrounds, exposition center or public park purposes, regardless of the current or future zoning classification of said lands. Further, the Grantee shall not lease said lands for uses not related to fairgrounds, exposition center, or public park purposes; Grantee shall not sell these lands.

To have and to hold the same in trust for the public and for the public to have standing to enforce the terms herein, unto the said GRANTEE, and unto its heirs and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And GRANTOR hereby covenants with said GRANTEE that it will forever warrant and defend

the title to said lands against all lawful claims whatsoever.

And GRANTOR, for an in consideration of the said sum of money, and other consideration enumerated above, does hereby release and relinquish unto the said GRANTEE, and unto its heirs and assigns forever, all its right and possibility of curtesy, dower and homestead in and to the above described real property.

WITNESS my hand and seal this _____ day of _____, 2009.

MAYOR TAB TOWNSELL

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF FAULKNER)

On this day, personally appeared before me Tab Townsell, Mayor of the City of Conway, Arkansas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he, as Mayor of the City of Conway, Arkansas, executed the same for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC

MY COMMISSION EXPIRES: / /

Prepared By:

Michael L. Murphy
Bar Number 86203
Conway City Attorney
1234 Main Street
Conway, Arkansas 72034
(501) 450-6193



City of Conway, Arkansas
Ordinance No. O-09- _____

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY FIRE DPEARTMENT TO PURCHASE SLEDS;
 AND FOR OTHER PURPOSES**

WHEREAS, the Conway Fire Department requests \$500 for the use of purchasing two new kids competition sleds, and;

WHEREAS, funds in the amount of \$500 were received from Centennial Bank to be used for such purpose; and

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

Section 1. The City of Conway shall appropriate \$500 from the General Fund Revenue Donation Account to the Fire Department Kids Competition Operating Account (01.115.773);

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

PASSED this 1st day of September, 2009

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Human Resources Department

Date: August 25, 2009

To: Andy Hawkins David Grimes Mark Vaught Shelly Mehl
 Jim Rhoades Mary Smith Theo Jones Shelia Whitmore

cc: Mayor Tab Townsell

From: Lisa Mabry-Williams

Subject: City Paid Benefit Plans – Health/Dental/Life

Blue Cross Health Advantage

Our current High and Low Option medical plans with Health Advantage include the following:

Low Option - \$25 co-payment \$1000 deductible	High Option - \$20 co-payment \$500 deductible
20% coinsurance for inpatient/outpatient services	20% coinsurance for inpatient/outpatient services
Pharmacy Benefits \$7/25/50	Pharmacy Benefits \$7/25/50

- BC Health Advantage has on line enrollment, billing, employees are able to access their personal claims on line.
- HR has the ability to enroll/terminate coverage and make changes to employee/dependent information on line
- A. M. Best rating of A - excellent
- Minimal claims issues, outstanding customer service, any issues are resolved promptly.
- COBRA is included in the premium costs
- **1.5% premium increase for 2010 plan year**

Blue Cross Dental

Our current High and Low Option dental plans with Blue Cross include the following:

Low Option - \$50 deductible	High Option - \$25 deductible
\$1000 maximum benefit per plan year	\$1500 maximum benefit per plan year

- BC Dental has on line enrollment, billing, employees are able to access their personal claims on line.
- HR has the ability to enroll/terminate coverage and make changes to employee/dependent information on line
- A. M. Best rating of A - excellent
- Minimal claims issues, excellent service, any issues are resolved promptly.
- **6.0% premium increase for 2010 plan year**

United Health Care – Employer paid Life Insurance

- Past history of excellent service, on line enrollment and billing
- Covers all benefits eligible employees, including those on active military duty
- A.M. Best rating of A – excellent
- **Zero premium increase for 2010 plan year**

We respectfully request that you approve the renewal of our contracts with the following vendors for the 2010 plan year:

Health Advantage High and Low Option medical plans
 Blue Cross/Blue Shield High and Low Option dental plans
 United Health Care Life Insurance

City of Conway
2010 Medical/Dental Cost

2010 Medical Insurance - City Cost Only							
Coverage Type	No. Insured Employees	2009 City Cost	2010 City Cost	2009 City Cost/Mo	2010 City Cost/Mo	Difference	Annual Cost Difference
Employee	169	\$242.82	\$246.48	\$41,036.58	\$41,655.12		
Employee + Spouse	71	\$386.26	\$391.96	\$27,424.46	\$27,829.16		
Employee + Children	68	\$352.68	\$358.06	\$23,982.24	\$24,348.08		
Employee + Family	135	\$492.76	\$500.42	\$66,522.60	\$67,556.70		
	443			\$158,965.88	\$161,389.06	\$2,423.18	\$29,078.16
2010 Dental Insurance - City Cost Only							
Coverage Type	No. Insured Employees	2009 City Cost	2010 City Cost	2009 City Cost/Mo	2010 City Cost/Mo	Difference	Annual Cost Difference
Employee	159	\$16.54	\$17.56	\$2,629.86	\$2,792.04		
Employee + Spouse	86	\$33.12	\$35.14	\$2,848.32	\$3,022.04		
Employee + Children	51	\$37.92	\$40.22	\$1,933.92	\$2,051.22		
Employee + Family	145	\$44.56	\$47.20	\$6,461.20	\$6,844.00		
	441			\$13,873.30	\$14,709.30	\$836.00	\$10,032.00
2010 Life Insurance - City Cost							
Coverage Type	No. Insured Employees	2009 City Cost	2010 City Cost	2009 City Cost/Mo	2010 City Cost/Mo	Difference	Total Annual City Cost
\$10,000 Life/AD&D	480	\$1.70	\$1.70	\$816.00	\$816.00	no change	\$9,792.00

2010 Medical Insurance Low Option 1000 Ded	Employee	Employee	City	City	2009 Total Premium	2010 Total Premium	% Paid by City
	Employee Cost/Mo.	Cost/Pay Period	City Cost/Mo.	Cost/Pay Period			
Employee Only	\$16.88	\$8.44	\$242.82	\$121.41	\$259.70		93.5%
2010	\$17.12	\$8.56	\$246.48	\$123.24		\$263.60	93.5%
Change	\$0.24	\$0.12	\$3.66	\$1.83		\$3.90	93.5%
Employee + Spouse	\$108.84	\$54.42	\$386.26	\$193.13	\$495.10		78.0%
2010	\$110.54	\$55.27	\$391.96	\$195.98		\$502.50	78.0%
Change	\$1.70	\$0.85	\$5.70	\$2.85		\$7.40	
Employee + Children	\$83.42	\$41.71	\$352.68	\$176.34	\$436.10		80.9%
2010	\$84.54	\$42.27	\$358.06	\$179.03		\$442.60	80.9%
Change	\$1.12	\$0.56	\$5.38	\$2.69		\$6.50	
Employee + Family	\$190.14	\$95.07	\$492.76	\$246.38	\$682.90		72.2%
2010	\$192.68	\$96.34	\$500.42	\$250.21		\$693.10	72.2%
Change	\$2.54	\$1.27	\$7.66	\$3.83		\$10.20	
						\$1,929.80	
2010 Medical Insurance High Option 500 Ded	Employee	Employee	City	City	2009 Total Premium	2010 Total Premium	% Paid by City
	Employee Cost/Mo.	Cost/Pay Period	City Cost/Mo.	Cost/Pay Period			
Employee Only	\$38.68	\$19.34	\$242.82	\$121.41	\$281.50		86.3%
2010	\$39.22	\$19.61	\$246.48	\$123.24		\$285.70	86.3%
Change	\$0.54	\$0.27	\$3.66	\$1.83		\$4.20	
Employee + Spouse	\$150.64	\$75.32	\$386.26	\$193.13	\$536.90		71.9%
2010	\$153.04	\$76.52	\$391.96	\$195.98		\$545.00	71.9%
Change	\$2.40	\$1.20	\$5.70	\$2.85		\$8.10	
Employee + Children	\$120.62	\$60.31	\$352.68	\$176.34	\$473.30		74.5%
2010	\$122.34	\$61.17	\$358.06	\$179.03		\$480.40	74.5%
Change	\$1.72	\$0.86	\$5.38	\$2.69		\$7.10	
Employee + Family	\$247.94	\$123.97	\$492.76	\$246.38	\$740.70		66.5%
2010	\$251.38	\$125.69	\$500.42	\$250.21		\$751.80	66.6%
Change	\$3.44	\$1.72	\$7.66	\$3.83		\$11.10	

2010 Dental Rates Option IV - E \$1000/yr max (Basic Plan)	Employee	Employee	City	City	2009 Total Premium	2010 Total Premium	% Paid by City
	Employee Cost/Mo.	Cost/Pay Period	City Cost/Mo.	Cost/Pay Period			
Employee Only	\$4.36	\$2.18	\$16.54	\$8.27	\$20.90		79.1%
2010	\$4.64	\$2.32	\$17.56	\$8.78		\$22.20	79.1%
Change	\$0.28	\$0.14	\$1.02	\$0.51		\$1.30	
Employee + Spouse	\$10.08	\$5.04	\$33.12	\$16.56	\$43.20		76.7%
2010	\$10.66	\$5.33	\$35.14	\$17.57		\$45.80	76.7%
Change	\$0.58	\$0.29	\$2.02	\$1.01		\$2.60	
Employee + Children	\$13.18	\$6.59	\$37.92	\$18.96	\$51.10		74.2%
2010	\$13.98	\$6.99	\$40.22	\$20.11		\$54.20	74.2%
Change	\$0.80	\$0.40	\$2.30	\$1.15		\$3.10	
Employee + Family	\$17.84	\$8.92	\$44.56	\$22.28	\$62.40		71.4%
2010	\$18.90	\$9.45	\$47.20	\$23.60		\$66.10	71.4%
Change	\$1.06	\$0.53	\$2.64	\$1.32		\$3.70	
2010 Dental Rates Option IV - C \$1500/yr max (High Option)	Employee	Employee	City	City	2009 Total Premium	2010 Total Premium	% Paid by City
	Employee Cost/Mo.	Cost/Pay Period	City Cost/Mo.	Cost/Pay Period			
Employee Only	\$6.66	\$3.33	\$16.54	\$8.27	\$23.20		71.3%
2010	\$7.04	\$3.52	\$17.56	\$8.78		\$24.60	71.4%
Change	\$0.38	\$0.19	\$1.02	\$0.51		\$1.40	
Employee + Spouse	\$14.78	\$7.39	\$33.12	\$16.56	\$47.90		69.1%
2010	\$15.36	\$7.68	\$35.14	\$17.57		\$50.50	69.6%
Change	\$0.58	\$0.29	\$2.02	\$1.01		\$2.60	
Employee + Children	\$18.98	\$9.49	\$37.92	\$18.96	\$56.90		66.6%
2010	\$20.08	\$10.04	\$40.22	\$20.11		\$60.30	66.7%
Change	\$1.10	\$0.55	\$2.30	\$1.15		\$3.40	
Employee + Family	\$24.84	\$12.42	\$44.56	\$22.28	\$69.40		64.2%
2010	\$26.40	\$13.20	\$47.20	\$23.60		\$73.60	64.1%
Change	\$1.56	\$0.78	\$2.64	\$1.32		\$4.20	



Feasibility of Transit Service

The feasibility of providing transit service must ultimately be decided by local elected officials. The decision to operate public transit service will require the commitment of local community funds. Other sources of funding may be available as described in Chapter X, but a major local commitment is still essential.

TECHNICAL FEASIBILITY

Chapter VII describes a range of options for implementation of transit service ranging from an annual operating cost of approximately \$520,000 to \$3.3 million for the long-range transit vision. Needs for transportation services have been identified through detailed analysis and supported by community input and the results of the community telephone survey. There is strong support for having public transit service in Conway, both to meet the needs of those who may depend on transit for transportation and as part of maintaining and strengthening Conway as a livable community. The University of Central Arkansas has a large body of students who would be users of public transit service, including a contingent of international students who are accustomed to public transit service. Although not as large, Hendrix College also has a number of students who would likely use public transit service if it were available.

Much of Conway has developed in patterns which are not supportive of public transit as a mode of transportation. However, that pattern may be changing. The development of Hendrix Village and residential developments near the University campus have higher densities that are supportive of public transit service. Many of the older residential neighborhoods and the downtown area have densities that will support public transit service. The City's Comprehensive Plan calls for transition development with higher densities and mixed uses in many areas included within the core transit service area.

FINANCIAL FEASIBILITY

Sources of potential funding have been identified in Chapter X that could support a new public transit service. Although no funding commitments have been made, the community telephone survey and the key person interviews demonstrate that there is support for funding public transit. A property tax has more support than a sales tax. A one-half mill levy property tax has the potential to generate approximately \$370,000 per year. Although not supported by a majority of respondents in the telephone survey, a 0.1 percent sales tax would generate approximately \$1.1 million annually. With the majority of respondents indicating support for a property tax and a stated willingness to pay increased taxes per household of up to \$20 per year to support a transit service, there is the potential to generate local funding to cover the required local share of the costs of implementing public transit service. Conway also receives an oil and gas severance tax which has been dedicated to alternate modes of transportation. A portion of the severance tax revenue could be used to support public transportation.

With presence of the campus population, there may be an opportunity to implement a campus pass program under which students pay a semester activity fee for unlimited use of the transit service. Another option is that the University contribute because of the potential savings to its transportation costs and the benefit for students and employees. Table XI-1 provides a summary of the potential level of funding from different sources.

Source	Level of Funding
Property Tax	\$370,000
Student Activity Fee (\$10 per student per semester)	\$240,000
Federal Transit Administration	\$610,000
Fares	\$60,000
Total Potential Funding	\$1,280,000

The level of funding presented in Table XI-1 would be sufficient to operate the two-route option with 30-minute frequencies. It may be desirable to phase the implementation by starting with a smaller system, but the community support

and the potential level of funding indicate the new public transit service in Conway may be financially feasible.

INSTITUTIONAL FEASIBILITY

The City of Conway has the managerial capability to implement and oversee a public transportation system. The City has demonstrated the capability to apply for grants and to administer grant funds. The City has a fleet maintenance facility with adequate space for vehicle storage and staff and equipment providing the capability of maintaining diesel-powered vehicles. The City can also support the other functions required for a transit operation including legal services, purchasing and procurement, personnel and payroll, with existing staff. One new staff member designated with full-time responsibility for managing transit operations will be required. Operation of public transportation service by the City of Conway is a feasible option.

POLICY FEASIBILITY

Public transportation service would support the goals of Conway for sustainability and quality of life (Chapter VI). Public transportation service will support new development patterns such as that found in Hendrix Village. Public transportation is consistent with and will be supportive of the Conway Comprehensive Plan to provide citizens with a high quality environment; to provide a logical pattern of land uses incorporating an efficient relationship between transportation, public services, residential, commercial, industrial, and business areas; and to provide high levels of public service. The community is supportive of public transportation as evidenced by the community telephone survey results.

SUMMARY

Transit service in Conway appears to be feasible. There are identified needs and sufficient demand to support public transit. There is community support for public transit. The recommended service plan is the two-routes option described in Chapter VII and shown in Figure VII-3 with 30-minute frequencies on both routes. This plan provides a good level of service, covers the areas with

Feasibility of Transit Service

greatest demand, and provides access to major destinations. The estimated cost of \$1,250,000 appears to be financially feasible. The final decision on financial feasibility will be determined by the City Council and other funding partners.