

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



City Council Members

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

Tuesday, May 25th, 2021 City Council Agenda

Conway Municipal Building - City Council Chambers - 1111 Main Street, Conway, AR 72032

**Due to restrictions imposed because of the COVID-19 pandemic, the City Council meeting will broadcast on Conway Corporation Channel 5, the City of Conway Facebook page & YouTube Channel. If you would like to ask a question/comment regarding the committee meeting topic or any listed agenda item, please use the following link: <https://conwayarkansas.gov/council/comments/> to submit the request prior to 5pm the day of the Council meeting.*

<u>5:30pm Committee:</u>	Discussion of Community Aquatics & Recreation Facilities
<u>6:30pm:</u>	City Council Meeting
<u>Call to Order:</u>	Bart Castleberry, Mayor
<u>Roll Call:</u>	Michael O. Garrett, Clerk/Treasurer
<u>Minutes Approval:</u>	May 11 th , 2021
<u>Monthly Financial Report Approval:</u>	Month ending April 30 th , 2021

A. Economic Development Committee (Conway Area Chamber of Commerce, Conway Development Corporation, Conway Downtown Partnership, & Conway Corporation)

1. Resolution to set a public hearing to discuss vacating easements of Mayor Lane, EW Martin Road, and William J. Clark Drive for the Conway Development Corporation.
2. Consideration to approve the right of way easement acquisition for Conway Corporation.
3. Resolution to approve applying for the Rural Broadband Grant with Conway Corporation.

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

1. Ordinance to approve the transfer of a private club permit for Playa Azul Mexican Grill, Inc. to a different location.
2. Resolution to approve a lease agreement with Conway Aircraft Maintenance Services, LLC and grant applications from the Arkansas Division of Aeronautics for the Conway Regional Airport.
3. Ordinance to accept the bid for construction of the T-Hangar building at the Conway Regional Airport.
4. Ordinance to approve the five-year financing for construction of the T-Hangar building at the Conway Regional Airport.
5. Consideration to approve the removal of various items from inventory for the Transportation Department.
6. Resolution to enter into a real estate contract to acquire property located at 846 Donaghey Ave for the Donaghey Phase 2 Roadway Project for the Transportation Department.

7. Ordinance to rezone property located at 507 Bruce St from C-3 to PUD for the Planning and Development Department.
8. Ordinance to rezone property located at 39 Thousand Oaks Circle from A-1 to R-1 for the Planning and Development Department.
9. Ordinance to rezone +/- 29.99 acres along Bill Bell Lane, south of Favre Lane from A-1 to R-1 for the Planning and Development Department.
10. Ordinance to rezone property located at 1320 Lewis Ranch Road from C-3 to MF-3 for the Planning and Development Department.
11. Ordinance to rezone property located at 20 Bronnie Lane from A-1 to C-2 for the Planning and Development Department.
12. Consideration to approve a conditional use permit to allow mini storage in C-2 for property located at 20 Bronnie Lane for the Planning and Development Department.
13. Consideration to modify conditional use permit no. 1382REV issued for property located at 1717 S Donaghey Avenue for the Planning and Development Department.

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

1. Ordinance appropriating funds to repair property damage at Fifth Avenue Park for the Parks and Recreation Department.
2. Ordinance appropriating funds to replace a vehicle for the Parks and Recreation Department.

D. Public Safety Committee (District Court, Department of Information Systems & Technology, Animal Welfare, CEOC (Communication Emergency Operations Center), Police, Fire, & Office of the City Attorney)

1. Ordinance appropriating funds for Station 1 repairs for the Fire Department.
2. Ordinance appropriating funds for truck repairs for the Fire Department.

Adjournment



City of Conway, Arkansas
Monthly Financial Reports
April 30, 2021

City of Conway
 Monthly Financial Report - General Fund
 For the month ended April 30, 2021



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Ad Valorem Tax	4,000,000	255,941	590,909		3,409,091	15%
Payments in Lieu of Tax	15,000	-	3,263		11,737	22%
State Tax Turnback	930,000	52,562	272,668		657,332	29%
Insurance Tax Turnback - LOPFI	1,300,000	-	-		1,300,000	0%
Sales Tax	20,500,000	1,649,210	7,517,784		12,982,216	37%
Beverage Tax	325,000	-	-		325,000	0%
Franchise Fees	3,427,200	389,756	1,249,840		2,177,360	36%
Office Space Leases	59,400	-	11,233		48,167	19%
Permits	453,500	73,144	217,357		236,143	48%
Public Safety	2,230,474	208,711	533,118		1,697,357	24%
Parks	633,250	66,097	133,464		499,786	21%
Insurance Proceeds	63,957	57,879	195,574		(131,616)	306%
Interest Income	123,000	14,168	56,934		66,066	46%
Proceeds from Sale of Assets	-	13,400	15,159		(15,159)	-
Donations	4,500	1,650	5,041		(541)	112%
Miscellaneous Revenues	101,000	9,521	50,767		50,233	50%
Transfers from Other Funds	770,000	-	86,500		683,500	11%
Total Revenues	34,936,282	2,792,039	10,939,611	-	23,996,671	31%
Expenditures						
Admin (Mayor, HR)	1,269,140	84,265	264,674	3,080	1,001,385	21%
Finance	447,241	34,424	104,857	27,103	315,281	23%
City Clerk/Treasurer	149,813	15,613	48,755	-	101,058	33%
City Council	82,148	5,617	20,155	-	61,993	25%
Planning	1,080,200	104,768	357,829	5,808	716,562	33%
Physical Plant	761,534	83,502	220,346	13,603	527,585	29%
Information Technology	1,271,954	138,760	343,724	116,140	812,089	27%
Nondepartmental	1,179,013	26,082	406,294	16,787	755,932	34%
Police	12,902,945	1,236,684	3,896,462	78,697	8,927,787	30%
CEOC	1,424,261	151,769	416,020	1,550	1,006,691	29%
Animal Welfare	489,698	47,289	144,834	3,196	341,668	30%
Municipal District Court	913,803	94,997	323,669	281	589,853	35%
City Attorney	508,995	48,279	145,153	18	363,824	29%
Fire	11,093,101	1,084,852	3,680,055	188,694	7,224,352	33%
Parks	2,927,997	333,622	869,058	26,952	2,031,987	30%
Total Expenditures	36,501,843	3,490,522	11,241,886	481,909	24,778,048	31%
Net Revenue/(Expense)	(1,565,561)		(302,275)			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.

City of Conway
General Fund
2021



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-21-12	1/12/21	Purchase property adjacent to Fire Station 7	150,000
O-21-13	1/21/21	Employee bonuses	583,000
O-21-31	3/9/21	Restructure job titles and salaries at CEOC	125,000
O-21-36	3/23/21	Add Safety and Training Manager to Admin dept	54,000
O-21-37	3/23/21	Purchase various capital items not included in original budget	81,000
O-21-38	3/23/21	Partnership with Conway Public School - Bus cameras	23,250
			<u>\$ 1,016,250</u>

City of Conway
 Balance Sheet - General Fund
 As of April 30, 2021



Cash - Operating	7,066,291
Cash - Reserve	1,423,302
Petty Cash	715
Taxes Receivable	4,046,802
Accounts Receivable	4,259,572
Due from Other Funds	57,942
Due from Street	62,816
Due from Component Unit	197,243
Due from Municipal Court	58,583
Fuel Inventory	(3,593)
General Inventory	585
<i>Assets</i>	<u>17,170,260</u>
Accounts Payable	(43,449)
Salaries Payable	4,323
Insurance and Benefits Payable	(35,714)
Event Deposits	2,500
Held for Others - Crimestopper Reward	5,000
Held for Others - Performance Bonds	5,195
Due to Other Funds	172,033
Deferred Revenue	4,175,501
Unearned Revenue - City Hall Lease	1,020,000
<i>Liabilities</i>	<u>5,305,389</u>
<i>Fund Balance</i>	<u>11,864,871</u>
<i>Total Liabilities & Fund Balance</i>	<u>17,170,260</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended April 30, 2021



	<u>Budget</u>	<u>Month</u>	<u>Year to</u>	<u>Encumbered</u>	<u>(Over)/Under</u>		<u>%</u>
		<u>Activity</u>	<u>Date</u>		<u>Budget</u>	<u>Expend/Collect</u>	
Revenues							
Ad Valorem Tax	1,400,000	94,328	217,509		1,182,491		16%
Payments in Lieu of Tax	6,000	-	-		6,000		0%
State Tax Turnback	2,700,000	213,819	871,830		1,828,170		32%
AHTD 1/2 Cent Sales Tax Turnback	1,440,000	125,550	495,027		944,973		34%
Severance Tax	-	9,555	29,817		(29,817)		-
State Tax Turnback - Wholesale	360,000	27,227	120,021		239,979		33%
Sales Tax	280,000	23,108	105,338		174,662		38%
Sign Permits	-	-	420		(420)		-
Engineering Fees	15,000	3,000	8,800		6,200		59%
Interest Income	72,000	6,553	26,595		45,405		37%
Total Revenues	6,273,000	503,139	1,875,358	-	4,397,642		30%
Expenditures							
Personnel Costs	3,161,073	253,880	850,448	-	2,310,625		27%
Other Operating Costs	3,704,913	196,179	725,205	96,462	2,883,246		20%
Total Operating Costs	6,865,986	450,059	1,575,653	96,462	5,193,871		23%
Capital Outlay	804,431	37,264	84,495	289,376	430,560		11%
Total Expenditures	7,670,417	487,323	1,660,149	385,838	5,624,431		22%
Net Revenue/(Expense)	(1,397,417)		215,210				

*All figures are unaudited

Notes:

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City of Conway
Street Fund
2021



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-21-13	1/21/21	Employee bonuses	51,000

City of Conway
Balance Sheet - Street Fund
As of April 30, 2021



Cash - Operating	6,043,464
Taxes Receivable	56,703
Accounts Receivable	1,961,873
<i>Assets</i>	<u>8,062,040</u>
Accounts Payable	313
Insurance and Benefits Payable	(2,537)
Due to Other Funds	3,863
Due to General	62,816
Deferred Revenue	1,474,929
<i>Liabilities</i>	<u>1,539,383</u>
<i>Fund Balance</i>	6,522,657
<i>Total Liabilities & Fund Balance</i>	<u>8,062,040</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended April 30, 2021



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Sanitation Fees	9,000,000	963,884	3,392,145		5,607,855	38%
Proceeds - Recycled Materials	350,000	54,273	205,228		144,772	59%
Landfill Fees - General	200,000	17,095	80,231		119,769	40%
Insurance Proceeds		13,802	13,802			
Interest Income	200,000	18,041	70,404		129,596	35%
Proceeds from Sale of Assets	33,858	-	47,013		(13,155)	139%
Miscellaneous Revenues	-	-	525		(525)	-
Total Revenues	9,783,858	1,067,094	3,809,347	-	5,988,312	39%
Expenditures						
Personnel Costs	5,487,301	537,363	1,725,702	500	3,761,099	31%
Other Operating Costs	<u>3,253,927</u>	<u>198,804</u>	<u>556,104</u>	<u>174,833</u>	<u>2,522,989</u>	<u>17%</u>
Total Operating Costs	8,741,228	736,167	2,281,806	175,333	6,284,089	26%
Capital Outlay	<u>1,242,562</u>	<u>-</u>	<u>9,504</u>	<u>810,041</u>	<u>423,016</u>	<u>1%</u>
Total Expenditures	9,983,789	736,167	2,291,310	985,375	6,707,105	23%
Net Revenue/(Expense)	(199,932)		<u><u>1,518,037</u></u>			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway
Sanitation Fund
2021



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-21-13	1/21/21	Employee bonuses	104,000

City of Conway
 Balance Sheet - Sanitation
 As of April 30, 2021



Cash - Operating	11,903,708
Petty Cash	200
Post Closure Cash Account	6,080,598
Accounts Receivable	14,474
Due from Other Funds	59,339
Due from Component Unit	878,787
General Inventory	2,122
Land & Buildings	2,201,732
Infrastructure	831,994
Machinery and Equipment	3,378,044
Vehicles	(75,892)
Deferred Outflows of Resources	1,903,527
Deferred Outflows of Resources-OPEB	18,248
<i>Assets</i>	<u>27,196,880</u>
Accounts Payable	5,935
Insurance and Benefits Payable	(7,180)
Compensated Absences	189,878
Net Pension Obligation	12,544,384
Deferred Inflows of Resources	1,612,058
Deferred Inflows of Resources-OPEB	126,149
Net OPEB Liability	606,008
Due to Other Funds	64,467
Landfill Close/Post Close	8,362,165
<i>Liabilities</i>	<u>23,503,863</u>
<i>Net Position</i>	<u>3,693,017</u>
<i>Total Liabilities and Net Position</i>	<u>27,196,880</u>

*All figures are unaudited

Note: Capital assets shown at book value (cost less accumulated depreciation).

City of Conway
 Monthly Financial Report - Airport
 For the month ended April 30, 2021



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Sales Tax	15,000	800	4,126		10,874	28%
Airport Fuel Sales	700,000	75,509	221,128		478,872	32%
T-Hangar Rent	162,000	4,485	57,522		104,478	36%
Community Hangar Rent	33,600	2,100	10,500		23,100	31%
Ground Leases	125,000	8,712	34,848		90,152	28%
Misc Revenue - Non air	3,700	-	-		3,700	0%
Miscellaneous Revenues	15,000	1,953	5,047		9,953	34%
Total Revenues	1,054,300	93,559	333,172	-	721,128	32%
Expenditures						
Personnel Costs	318,656	33,286	106,978	-	211,678	34%
Fuel for Resale	600,000	86,510	197,536	-	402,464	33%
Other Operating Costs	141,900	7,392	35,097	4,694	102,109	25%
Total Operating Costs	1,060,556	127,187	339,612	4,694	716,250	32%
Capital Outlay	-	-	-	-	-	0%
Total Expenditures	1,060,556	127,187	339,612	4,694	716,250	32%
Net Revenue/(Expense)	(6,256)		(6,439)			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway

Airport Fund

2021

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-21-13	1/21/21	Employee bonuses	7,000

City of Conway
 Balance Sheet - Airport
 As of April 30, 2021



Cash - Operating	492,789
Taxes Receivable	2,389
Accounts Receivable - Fuel Vendor	(114,840)
Land	1,254,473
Buildings	3,688,493
Machinery & Equipment	399,379
Vehicles	1,828
Infrastructure	23,601,813
Deferred Outflows of Resources-OPEB	1,029
<i>Assets</i>	<u>29,327,353</u>
Compensated Absences	5,127
Deferred Inflows of Resources	34,168
Deferred Inflows of Resources-OPEB	7,112
Due to General	4,892
<i>Liabilities</i>	<u>51,299</u>
<i>Net Position</i>	<u>29,276,054</u>
<i>Total Liabilities & Net Position</i>	<u>29,327,353</u>

*All figures are unaudited

Note: Capital assets shown at book value (cost less accumulated depreciation).

City of Conway
Monthly Financial Report - Major Project Funds
As of April 30, 2021



Parks and Rec A&P Tax

Balance, 3/31/21	2,296,291
Receipts	304,938
Payments	(755,137)
Balance, 4/30/21	\$ 1,846,092

Pay as you go Sales Tax

Balance, 3/31/21	4,574,050
Receipts	20,597
Payments	(162,250)
Balance, 4/30/21	\$ 4,432,396

Street Impact Fees

Balance, 3/31/21	1,234,071
Receipts	33,687
Payments	-
Balance, 4/30/21	\$ 1,267,758

Parks Impact Fees

Balance, 3/31/21	816,980
Receipts	15,830
Payments	(1,515)
Balance, 4/30/21	\$ 831,295

Street Sales Tax

Balance, 3/31/21	9,548,479
Receipts	84,658
Payments	(371,749)
Balance, 4/30/21	\$ 9,261,388



**City of Conway, Arkansas
Resolution No. R-21-**

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE VACATION OF PORTIONS OF MAYOR LANE, EW MARTIN ROAD, AND WILLIAM J CLARK DRIVE AS WELL AS VARIOUS EASEMENTS UPON THE ADJACENT PROPERTY, IN THE CITY OF CONWAY, ARKANSAS:

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by the Conway Development Corporation, to vacate portions of Mayor Lane, EW Martin Road, William J Clark Drive, and various nearby easements within the corporate limits of the City of Conway, Arkansas; and

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

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

Section 1. That the City Council shall hear said petition at its regular meeting to be held at Conway City Hall, 1111 Main Street, Conway, Arkansas, on the 8th day of June at 6:30 pm.

Section 2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the matter prescribed by law.

PASSED this 25th day of May, 2021.

Approved:

Mayor Bart Castleberry

Attest:

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

RIGHT OF WAY AND EASEMENT

CITY OF CONWAY

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, City of Conway, (GRANTOR), for and in consideration of the sum of One Dollar, to me paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a Water, Wastewater, Electric and Telecommunications right of way and easement 20 feet wide on, over, across and under the following described lands, owned by me and situated in Faulkner County, Arkansas, to-wit:

An easement 20-foot wide for the installation of Conway Corporation utilities is described as follows:

A 20 foot wide utility easement located in the SW1/4 NW1 /4, Section 19, T-5-N, R-13-W, Faulkner County, Arkansas being more particularly described as follows: Commencing at the NW corner of said SW1/4 NW1/4; thence along the West line of said SW1/4 NW1/4 S01027'43"W a distance of 31.38' to the point of beginning; thence leaving said West line S88°32'17"E a distance of 20.00'; thence parallel to the West line of said SW1/4 NW1/4 S01027'43"W a distance of 558.88'; thence leaving said parallel line N88°32'17"W a distance of 20.00' to the West line of said SW1/4 NW1/4; thence along said West line N010 27'43"E a distance of 558.88' to the point of beginning. (Easement Contained Within Parcel ID 710-08149-000E, per Faulkner County Tax Assessor Records)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appurtenances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTOR herein, or his heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any damage that is caused by the actions of any other Party that is allowed to utilize the Easement, unless such other party shall be utilizing the said easement at the direction of the GRANTEE,

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum I do further grant, sell and convey unto said GRANTEE, its successors and
Page 2 - Right of Way and Easement

assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

WITNESS our hands and seals this ____ day of _____, 2021.

ACKNOWLEDGMENT

STATE OF ARKANSAS
County of Faulkner.

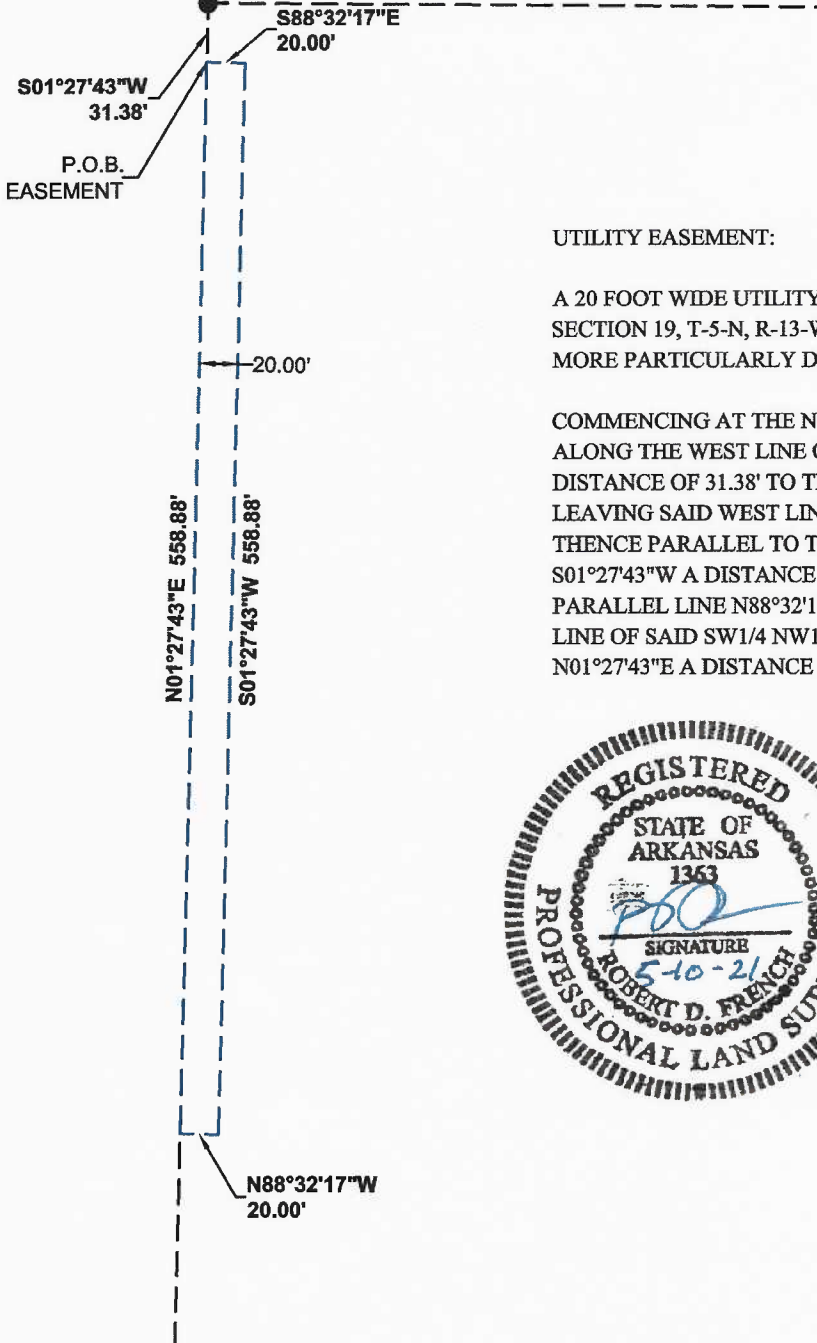
BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, City of Conway to me well known as the Grantor in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2021.

Notary Public

My Commission Expires:

NW CORNER
SW1/4 NW1/4
SECTION 19
T-5-N R-13-W



UTILITY EASEMENT:

A 20 FOOT WIDE UTILITY EASEMENT LOCATED IN THE SW1/4 NW1/4, SECTION 19, T-5-N, R-13-W, FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID SW1/4 NW1/4; THENCE ALONG THE WEST LINE OF SAID SW1/4 NW1/4 S01°27'43"W A DISTANCE OF 31.38' TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE S88°32'17"E A DISTANCE OF 20.00'; THENCE PARALLEL TO THE WEST LINE OF SAID SW1/4 NW1/4 S01°27'43"W A DISTANCE OF 558.88'; THENCE LEAVING SAID PARALLEL LINE N88°32'17"W A DISTANCE OF 20.00' TO THE WEST LINE OF SAID SW1/4 NW1/4; THENCE ALONG SAID WEST LINE N01°27'43"E A DISTANCE OF 558.88' TO THE POINT OF BEGINNING.

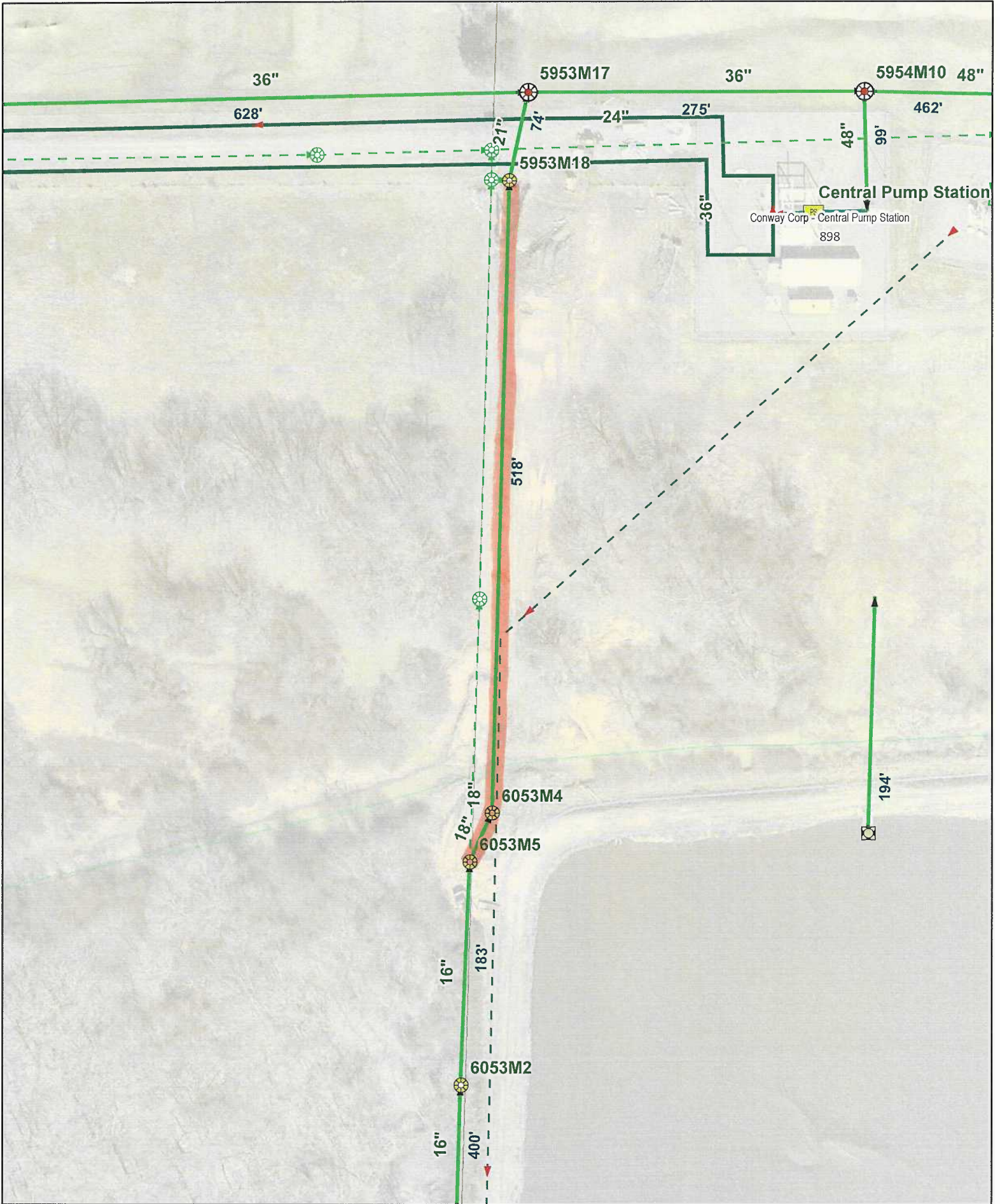


BEARINGS ESTABLISHED BY
STATE PLANE COORDINATES
HARN 97(NAD 83)
ARKANSAS NORTH ZONE



P:\CONWAY CORP\STONE CREEK\STONE CREEK EASEMENT.dwg

CENTRAL ARKANSAS PROFESSIONAL SURVEYING OFFICE (501) 513-4800 MOBILE (501) 472-2862 FAX (501) 513-0900 P.O. BOX 298 ROBERT D. FRENCH CONWAY, AR 72033 P.L.S. 1363	SURVEY FOR: CONWAY CORP.
	FIELD: JC OFFICE: JF
	DATE: 05/10/2021
STATE CODE: 500-05N-13W-0-19-430-23-1363	SCALE: 05/10/2021



**Conway Corporation
Utilities**

1 inch = 100 feet

Conway Corporation Disclaimer

The data contained herein was compiled from various sources for the sole use and benefit of the Conway Corporation. Any use of the data by anyone other than the Conway Corporation is at the sole risk of the user; and, by acceptance of this data, user does hereby hold the Conway Corporation harmless and without liability from any claims, costs or damages of any nature against the Conway Corporation, including costs of defense arising from improper use of data, or use by another party. Acceptance or use of this data is done without any expressed or implied warranties.

RIGHT OF WAY AND EASEMENT

CITY OF CONWAY

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, City of Conway, (GRANTOR), for and in consideration of the sum of One Dollar, to me paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a Water, Wastewater, Electric and Telecommunications right of way and easement 20 feet wide on, over, across and under the following described lands, owned by me and situated in Faulkner County, Arkansas, to-wit:

A 20 foot wide utility easement located in the W1/2 NE1/4, Section 24, T-5-N, R-14-W, Faulkner County, Arkansas being more particularly described as follows:

Commencing at the SE corner of said W1/2 NE1/4; thence along the East line of said W1/2 NE1/4 N01°30'54"E a distance of 1337.79' to the point of beginning; thence leaving said East line N83°03'54"W a distance of 47.60'; thence S43°57'42"W a distance of 81.27'; thence N46°02'18"W a distance of 20.00'; thence N43°57'42"E a distance of 91.24'; thence S83°03'54"E a distance of 55.67' to the East line of said W1/2 NE1/4; thence along said East line S01°30'54"W a distance of 20.09' to the point of beginning. (Easement Contained Within Parcel ID 710-08578-000, per Faulkner County Tax Assessor Records)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appurtenances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTOR herein, or his heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any damage that is caused by the actions of any other Party that is allowed to utilize the Easement, unless such other party shall be utilizing the said easement at the direction of the GRANTEE,

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum I do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

WITNESS our hands and seals this ____ day of _____, 2021.

ACKNOWLEDGMENT

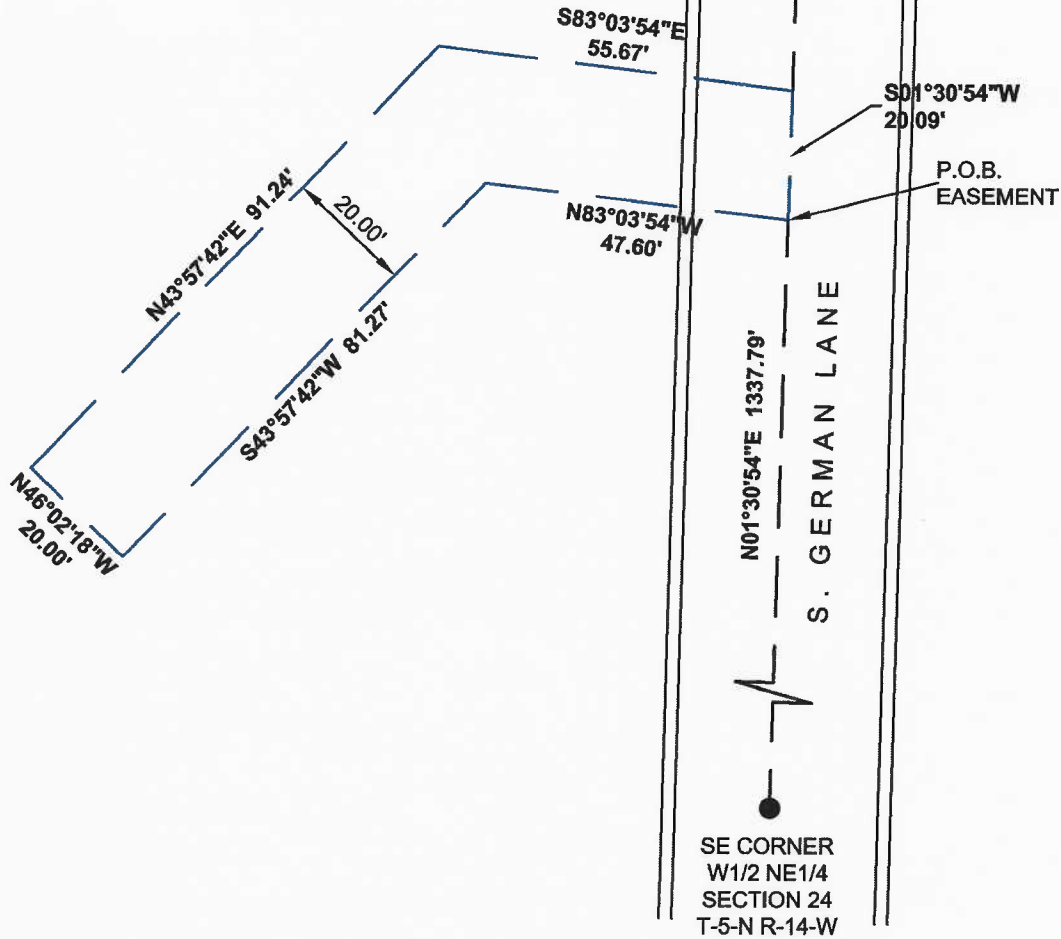
STATE OF ARKANSAS
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, City of Conway to me well known as the Grantor in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2021.

Notary Public

My Commission Expires:



UTILITY EASEMENT:

A 20 FOOT WIDE UTILITY EASEMENT LOCATED IN THE W1/2 NE1/4, SECTION 24, T-5-N R-14-W, FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID W1/2 NE1/4; THENCE ALONG THE EAST LINE OF SAID W1/2 NE1/4 N01°30'54"E A DISTANCE OF 1337.79' TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE N83°03'54"W A DISTANCE OF 47.60'; THENCE S43°57'42"W A DISTANCE OF 81.27'; THENCE N46°02'18"W A DISTANCE OF 20.00'; THENCE N43°57'42"E A DISTANCE OF 91.24'; THENCE S83°03'54"E A DISTANCE OF 55.67' TO THE EAST LINE OF SAID W1/2 NE1/4; THENCE ALONG SAID EAST LINE S01°30'54"W A DISTANCE OF 20.09' TO THE POINT OF BEGINNING.



BEARINGS ESTABLISHED BY
STATE PLANE COORDINATES
HARN 97(NAD 83)
ARKANSAS NORTH ZONE



CENTRAL ARKANSAS PROFESSIONAL SURVEYING OFFICE (501) 513-4800 MOBILE (501) 472-2862 FAX (501) 513-0900 P.O. BOX 298 CONWAY, AR 72033 P.L.S. 1363	SURVEY FOR: CONWAY CORP.
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Acceptance or use of this data is done without any expressed or implied warranties.



City of Conway, Arkansas
Resolution No. R-21-

A RESOLUTION EXPRESSING THE WILLINESS OF THE CITY OF CONWAY TO APPLY FOR THE RURAL BROADBAND I.D. EXPENSES TRUST FUND GRANT OPPORTUNITY WITH CONWAY CORPORATION

WHEREAS, The State of Arkansas recently introduced a funding opportunity for Rural Broadband. This grant is funded by the State of Arkansas but managed through UAMS Institute for Digital Health and Innovation; and

WHEREAS, the grant will provide funds to local entities to cover costs for broadband due-diligence business studies; and

WHEREAS, these studies will allow grantees to prepare for federal grant and loan applications for broadband development programs; and

WHEREAS, this grant will help provide a consultant to conduct broadband needs assessments in three certain areas outside of Conway City Limits. These areas were identified based on the inaccessibility to Broadband and Conway Corporation's ability to readily serve the areas; and

WHEREAS, the maximum grant allowed is \$75,000, and does not require a match.

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

Section 1. City of Conway will partner with Conway Corporation to apply for the Rural Broadband Grant.

Section 2. If awarded, Conway Corporation will be a subrecipient of this award and responsible for ensuring the use of award is eligible.

Section 3. Conway Mayor Bart Castleberry is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the above stated project, if awarded.

THIS RESOLUTION adopted this 25th of May 2021.

Approved:

Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-21-**

AN ORDINANCE APPROVING THE TRANSFER OF A PRIVATE CLUB PERMIT FOR PLAYA AZUL MEXICAN GRILL TO A DIFFERENT LOCATION; PER ARKANSAS CODE ANNOTATED §3-9-222 AS AMENDED

WHEREAS, Playa Azul Mexican Grill, Inc. has applied for a private club permit under Chapter 4.12.04 of the Conway City Code per Ordinance No. O-17-100 and A.C.A §3-9-222; and

WHEREAS, this application transfer of location is limited and specific to Playa Azul Mexican Grill, Inc. to be located at 646 Harkrider, Suite 101, Conway, AR 72032; and

WHEREAS, Playa Azul Mexican Grill, Inc. has provided all the information required in permit application process and met all the standards set forth by the Conway City Council; and

WHEREAS, the City Council for the City of Conway Hereby approves the transfer of the private club location to the proposed location of 646 Harkrider, Suite 101, Conway, AR 72032 to operate a private club within the City limits of Conway; and

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

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

Section 1. That the application to transfer the private club permit is hereby approved for Playa Azul Mexican Grill, Inc. to 646 Harkrider, Suite 101, Conway, AR 72032.

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

Section 3. That the approval and permit are subject to suspension or revocation by the City in the event the above listed violates Conway City Code or State law.

PASSED this 25th day of May 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas

Resolution No. R-21-

A RESOLUTION APPROVING A LEASE AGREEMENT WITH CONWAY AIRCRAFT MAINTENANCE SERVICES, LLC, AND GRANT APPLICATIONS FROM THE ARKANSAS DIVISION OF AERONAUTICS.

WHEREAS, the Conway Regional Airport is in need of aircraft maintenance services to provide these services to new and existing customers; and

WHEREAS, Conway Aircraft Maintenance Services desires to lease space to provide aircraft maintenance services; and

WHEREAS, the Arkansas Division of Aeronautics has grant funds available for hangar construction infrastructure; and

WHEREAS, Conway Aircraft Maintenance Services, LLC is willing to provide the grant match in the form of advance rent on the aircraft maintenance hangar.

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

Section 1. The City agrees to enter into a lease agreement with Conway Aircraft Maintenance Services, LLC to lease a building at Conway Regional Airport for the purpose of providing aircraft maintenance services; and

Section2. The City agrees to apply for grants from the Arkansas Division of Aeronautics for infrastructure development and construction of a hangar for aircraft maintenance; and

Section3. Conway Aircraft Maintenance Services, LLC agrees to provide grant matching funds in the form of advance rent.

PASSED this 25th day of May 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

LEASE

This agreement, made and entered into by and between the **City of Conway, Arkansas and the Conway Regional Airport** hereinafter collectively called "Lessor," and **Conway Aircraft Maintenance Services, LLC, an Arkansas Limited Liability Corporation,** hereinafter called "Lessee", WITNESSETH:

WHEREAS, the City of Conway, Arkansas owns airport property which is operated and governed by the Conway Regional Airport; and

WHEREAS, Lessee has approached Lessor about leasing property on which to construct a hangar building to house part of Lessee's business operation; and

WHEREAS, grant money is available to the Lessor to assist with the construction cost of such a hangar built for lease to Lessee; and

WHEREAS, the Lessor desires to apply for such grant to use in the construction of a new building for lease to Lessee; and

WHEREAS, Lessee desires to pay advance rent to Lessor to cover the cost of Lessor's matching portion of the grants and cost of completion of the hangar.

NOW THEREFORE, THE PARTIES INTENDING TO BE LEGALLY BOUND AGREE AS FOLLOWS:

1. LEASED PREMISES: For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions herein, the following described property situated on Conway Regional Airport property belonging to the City of Conway located in Faulkner County, Arkansas: See "Exhibit A" attached.

The parties agree that the leased premises shall be built to suit Lessee based on building designs provided by Lessee and approved by Lessor.

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained. The Lessee hereby agrees to meet and abide by any and all state and federal rules, regulations and laws including but not limited to all EPA and Environmental regulations, Conway Regional Airport and Federal Aviation Administration rules, regulations, and laws.

2. TERM: The initial term of this Lease shall be for a period of twenty (20) years commencing on or about the first day of the first month following occupancy of the leased

premises by Lessee (hereinafter referred to as the "Commencement Date") and terminating on or about 240 months from the commencement date.

3. EXTENSION OF LEASE: Lessee, at the end of the initial twenty-year lease term, has the option to extend the initial lease for an additional ten (10) years under the same lease agreement. The rent shall be paid on a monthly basis unless other arrangements, mutually agreed on between the Lessor and Lessee, are made. The Lessee shall notify the Lessor at least 90 days in advance of the expiration of the original lease term on whether Lessee shall elect to extend the lease for the additional ten-year period.

4. RENT: Lessee shall pay to Lessor as base rent for the Leased Premises a monthly payment of **\$2,600.00**.

5. RENT ESCALATION: Beginning on the five (5) year anniversary of the Commencement Date of the Lease and on each succeeding five (5) year anniversary date hereafter for the term of the Lease and any renewals or extensions thereof, the rental rate for the Leased Premises may increase 2% per annum to cover any cost-of-living adjustments over the rate charged for the immediately preceding five (5) years.

6. GRANT APPLICATION: It is expressly recognized, agreed and contracted by and between the parties that the parties hereto contemplate grant applications to the Arkansas Division of Aeronautics and/or others with the City of Conway participation as follows:

- (1) a total not exceeding \$150,000 with a 90% / 10% matching for development and infrastructure; and
- (2) a total not exceeding \$250,000 with a 75% / 25% matching for construction.

Said grants for the purpose of developing and constructing on the leased premises a hangar building, same being a hangar for aircraft storage and maintenance.

It is expressly recognized and agreed that this contract is expressly conditioned and subject to:

- (1) The City of Conway, Arkansas securing said grants in an amount not to exceed \$400,000.
- (2) The building being constructed to suit Lessee and completed in accordance with the grant requirements by the Lessor. The building being constructed in accordance with the terms of the grant shall be the responsibility of the Lessor. Any cost and expense to complete the project exceeding the grant amount shall be paid by the Lessee.
- (3) It is expressly recognized and expressly agreed by the Lessee that all buildings and improvements shall be and will always remain the property of the Lessor.

(4) This lease may be terminated in writing by either party prior to commencement of construction if the project is judged to be not financially viable or desirable in either party's sole judgment and discretion upon the occurrence of:

- a. Review of project design and/or bid specifications prior to bid solicitation; or
- b. Bid opening and prior to grant application; or
- c. Denial or partial denial of grant application(s) by the Arkansas Division of Aeronautics.

7. PAYMENT OF ADVANCE RENT: The parties agree that all expenses paid by Lessee to complete the project exceeding grant amounts and other amounts paid by Lessor, including but not limited to grant matching funds, architectural and engineering and any construction expenses, shall be considered advance payments by Lessee of future rent for the building. Lessor and Lessee shall at all times during development and construction mutually cooperate and communicate on all issues related to the completion of the project. Lessor shall present invoices for project expenses to Lessee as they come due and Lessee agrees to promptly pay said invoices. The parties may agree by separate written agreement to pay specific expenses related to the development and construction of the project on such terms as desired between the parties. Prior to occupancy of the building, Lessee shall certify to Lessor the total of all expenses paid by Lessee for the project and the parties shall agree by separate written agreement the total amount of advance rent credited to Lessee's account and the date upon which Lessee shall begin regular rent payments under this lease.

8. USE AND IMPROVEMENTS: Lessee agrees to use the lease premises for aviation-oriented purposes and for no other purposes without the written consent of the Lessor having been obtained in advance. Before any improvements are made or buildings constructed on the above-described real property, plans of improvements or buildings must be submitted to the Lessor and approved in writing and allow such time as necessary for Lessor to contact the FAA, the Arkansas Department of Aeronautics, or other appropriate authority and obtain necessary approvals. If Lessor's approval is required, such approval shall not be unreasonably withheld. **ALL IMPROVEMENTS SHALL BECOME THE PROPERTY OF THE LESSOR.** Lessee agrees to save and hold the Lessor and the Conway Regional Airport Commission harmless from any and all claims thereon or pertaining thereto.

9. MAINTENANCE: Lessee does covenant, contract and agree that Lessee will maintain at its expense all equipment, machinery and improvements on said property, and shall keep all equipment in good, sound and serviceable condition and upon termination of this lease shall return same to the Lessor in the same condition, reasonable wear and tear excepted. Lessee shall pay all utilities and improvements outside the scope of the project and/or grant proposal.

Lessee does covenant, contract and agree that the property shall be maintained in a clean and sightly manner. It is expressly recognized and agreed by the Lessee that there shall be no junk or unsightly debris or discarded items or salvage units of any kind on or around the airport. It is recognized that the Conway Regional Airport Advisory Committee and the Lessor desire

that this building and properties be maintained in a good, clean, sound and attractive appearing condition.

Lessee agrees to remove any items from said property deemed by the Conway Regional Airport or Lessor to be unsightly. The Lessee shall be solely responsible for maintaining the leased property, including but not limited to movables, trade fixtures, furniture, improvements and inventory. No additional buildings or improvements shall be constructed or moved on this property without the prior written consent of the Conway Regional Airport.

10. INSURANCE: The Lessee shall maintain a public liability insurance policy covering the leased property in the amount of a minimum coverage of \$1,000,000 and hold the Lessor harmless as to all injuries, claims and liabilities occurring during the use of the premises by Lessee. Lessee shall provide copies of proof of insurance to the Lessor at each renewal term. Lessor agrees to obtain the fire and casualty insurance and the Lessee shall reimburse the Lessor for the cost of the insurance. Failure to maintain the required insurance shall be deemed an immediate breach of this agreement. Lessee shall insure its own equipment and inventory. Lessee shall also carry workers compensation insurance on its employees and others as required by state and federal law.

In the event of a substantial destruction (substantial destruction as herein used means destruction which will cost twenty percent (20%) or more of the value of the premises prior to destruction to restore such improvement) of the lease premises by fire, casualty or act of God, this lease may be terminated on notice by Lessor to the Lessee, or Lessor may elect to rebuild for the use of the Lessee, and in that event Lessor shall notify Lessee within sixty days after said destruction and shall then proceed with reasonable diligence, delay due adjustment of insurance loss, weather and other unavoidable delays excepted, to restore or repair said premises; and this Agreement shall continue in full force and effect. In the event that Lessor decides to terminate this Agreement, Lessee shall be entitled to a refund of a prorated portion of the advance lease payment based on the unexpired term of this Agreement. However, if the destruction is caused by Lessee, its agents, employees, invitees, customers or others in such a manner as to cause the insurance company to dispute or not pay the claim, Lessee shall not be entitled to a refund until such time as the insurance company pays the claim.

11. DEFAULT: In the event that the Lessee fails to make payments as herein provided the Lessor shall notify the Lessee of this failure by certified mail. If the Lessee fails to make said payment within sixty (60) days of receipt of said notice it shall be deemed that the Lessee is in default. If Lessee becomes in default as set out herein the Lessee shall deliver possession of said property to Lessor upon demand by Lessor. Failure of Lessee to correct such breach within a reasonable time, not exceeding sixty (60) days of receiving said notice shall constitute default and entitle Lessor to possession as set forth herein. In the event of a default, which would entitle the Lessor to possession, Lessor shall have the right to retain all improvements located on the leased premises, including, but not limited to buildings, fuel tanks and fixtures. In the event this lease expires according to its own terms remain the property of the Lessor.

Failure to abide by any other provision of this lease, except of the insurance provisions which shall cause an immediate breach, by Lessee, shall cause a default unless Lessee cures such breach within thirty (30) days after receipt of Notice from the Lessor of the default. In the event of a default, Lessor shall be entitled to possession of the leased premises and to retain all improvements located on the lease premises unless such default is cured to the satisfaction of the Lessor within the thirty (30) day period after Lessee's receipt of Notice. Receipt of Notice shall be deemed to occur when Lessor deposits such notice in ordinary mail addressed to Lessee or personal service by an agent of Lessor.

12. COMPLIANCE WITH LAWS: Lessee hereby agrees that they will be responsible for and shall indemnify and hold Lessors, their successor and assigns, harmless from EPA, ADEQ and other Environmental violations and any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever arising out of the use, condition or operation of the above-described leasehold interest during the time Lessees are in possession of the above-described property. Said indemnities and assumptions of liabilities and obligations shall continue regardless of where, how or by whom the injuries are sustained and said indemnities and assumptions of liabilities shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise. Lessees shall not authorize any other persons to do any acts so as to incur or impose any liability or obligation for or on behalf of Lessors. Lessee shall construct improvements and operate the property in accordance and in compliance with all federal, state and local laws, including, but not limited to obtaining all the necessary approvals, permits, inspections and certifications as required.

13. PROHIBITION AGAINST SALE, ASSIGNMENT: It is agreed that the Lessee will not sell, assign or otherwise convey their interest in this lease to any other person, firm or corporation, without the consent in writing of the Lessor being first obtained. In the event that the Lessee desires to obtain a construction mortgage on the property, Lessee may assign this agreement or the to the mortgage holder if necessary to obtain the mortgage. If consent is given, this provision shall continue to apply to subsequent transfers; and this provision shall not be deemed to be waived by such consent. An assignee of the Lessee shall obtain no additional rights or interest in the property other than what Lessee has. Nothing in this section shall affect or restrict the ability of Lessee to allocate or convey ownership interests by sale or grant in its limited liability corporation.

14. SUBLETTING: It is agreed that the Lessee shall have the ability to sublease the premises, in whole or in part, for aviation-related purposes during the term of this lease provided that Lessor is notified and consents in writing. In the event that the Lessee desires to obtain a construction mortgage on the property, Lessee may assign rents due under any sublease of the premises to the mortgage holder if necessary to obtain the mortgage.

15. This agreement shall be binding upon the parties hereto and upon their heirs, executors, successors, and assigns.

16. NO WAIVER: Any failure of a party to enforce the party's right under any provision of this Lease shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

17. GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of Arkansas.

18. SEVERABILITY: If any provision of this Lease is held to be invalid or unenforceable for any reason, this Lease shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).

19. Be it expressly agreed and recognized between the parties hereto that in the event of insolvency or bankruptcy of the Lessee, then all improvements stay with the property and shall not be deemed an asset in the United States Bankruptcy Court and shall be abandoned to the Lessor subject only to the terms of the lease and may not be removed by the Lessee, the trustee in bankruptcy or any third person who may claim a lien thereto but shall be forfeited as if the lease terminated prior to the expiration of the lease.

20. FAA REGULATIONS: Lessee and Lessor specifically understand and agree that:

- a. Nothing contained in this agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of the U.S. Government.
- b. This agreement shall be subordinated to the provisions of any existing or future agreement entered into between the Lessor and the U.S. Government to obtain federal aid for the improvement or operation of maintenance of the Conway Regional Airport.

21. The Conway Regional Airport shall be responsible for overseeing this project and any and all grant monies shall be maintained and be used only for authorized expenditures allowed by the grant.

22. This writing represents the entire agreement by and between the parties. The paragraph numbers and headings are for convenience of reference only and shall not be deemed to alter or amend any of the underlying terms and conditions of this agreement. This agreement supersedes any and all agreements whether written or verbal.

Dated this 10th day of May, 2021.

LESSOR:

Bart Castleberry, Mayor
City of Conway

LESSEE:



Dana Wills, Managing Member
Conway Aircraft Maintenance
Services, LLC



City of Conway, Arkansas
Ordinance No. O-21-

AN ORDINANCE ACCEPTING THE LOW BID FOR CONSTRUCTION OF T-HANGAR BUILDING AT THE CONWAY REGIONAL AIRPORT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the Conway Regional Airport is in need of additional T-hangars to house aircraft; and

Whereas, the Federal Aviation Administration has funded the construction of a ramp on which a T-hangar building may be built, and the Arkansas Division of Aeronautics has approved a grant of \$250,000 to apply to construction of a T-hangar building; and

Whereas, the low bid for construction of the T-hangar building was submitted by Frank A. Rogers and Co. Inc. in the amount of \$968,059; and

Whereas, additional budgetary funds are needed to complete this project.

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

Section 1. The low bid of \$968,059 from Frank A. Rogers and Company Inc. be accepted and construction of a T-hangar building be approved.

Section 2. \$150,000 shall be appropriated from the Fund Balance Appropriation account (550.109.4900) to the Building Acquisition account (550.109.5903) to bridge the funding gap between the grant and loan proceeds and the construction cost.

Section 3. Due to the timeliness of construction and the volatility in the building materials market, it is determined that an emergency exists, and this ordinance shall take effect upon its passage.

Section 4. All ordinances in conflict with this ordinance are hereby repealed to the extent of their conflict.

PASSED this 25th day of May 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-21-**

**AN ORDINANCE APPROVING FIVE YEAR FINANCING FOR CONSTRUCTION OF T-HANGAR BUILDING AT
THE CONWAY REGIONAL AIRPORT**

WHEREAS, Conway Regional Airport is in need of additional hangar space to accommodate aircraft; and

WHEREAS, the City of Conway has been approved for a \$250,000 matching grant from the Arkansas Division of Aeronautics for the construction; and

WHEREAS, the City is in need of additional funding in the amount of \$600,000 in order to provide the match for the grant; and

WHEREAS, bids were solicited for the five-year financing and three financial institutions responded, the lowest of which was Arvest Bank at a rate of 2.25%.

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

Section 1. The five-year loan in the amount of \$600,000 at the rate of 2.25% be approved from Arvest Bank.

Section 2. The proceeds of the loan shall be appropriated from the Loan Proceeds account (550.109.4370) to the Building Acquisition account (550.109.5903).

Section 3. Due to the timeliness of the construction and the volatility in the in the supply chain, an emergency is declared to exist, and this ordinance shall be in full force upon passage.

Section 4. All ordinances in conflict with this ordinance are hereby repealed to the extent of their conflict.

PASSED this 25th day of May 2021.

Approved:

Mayor Bart Castleberry

Attest:

City Clerk Mike Garrett

MEMO

City of Conway, Arkansas
 Jamie Brice, Purchasing Manager
 1111 Main Street
 Conway, AR 72032
www.conwayarkansas.gov

To: Mayor Bart Castleberry and City of Conway Council

CC: Finley Vinson Jacob Reynolds Felicia Rogers

From: Jamie Brice

Date: May 17, 2021

Re: Request to remove and dispose of assets from inventory

The City of Conway Transportation Department has the following assets that are no longer being used:

Asset	Description	Purchased	Book Value
NEW-00129	Case SV212 Roller	03-07-2012	0
2295	2008 CHEVY C3500 PICKUP	09-04-2008	0
2302	2010 CHEVY C3500 TRUCK W/BED	04-15-2010	0
2256	SULLAIR PORTABLE AIR COMPRESSOR	05-06-1999	0
2298	2009 CHEVY SILVERADO	06-05-2009	0
2297	2009 CHEVROLET TRUCK	03-17-2009	0

The Transportation Department request the removal of these items from the Department's Inventory. If approved, these items will be auctioned via an online auction, such as GovDeals.com or PublicSurplus.com, properly disposed of, or sold as scrap metal, depending on the condition of the items.

Sincerely,

Jamie Brice
 Purchasing Manager
 City of Conway



City of Conway, Arkansas

Resolution No. R-21-

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE CONTRACT TO ACQUIRE PROPERTY LOCATED AT 846 DONAGHEY AVENUE, AS BEING NECESSARY FOR THE CITY OF CONWAY'S DONAGHEY PHASE 2 ROADWAY PROJECT.

WHEREAS, it has been determined that acquisition of a portion of the property located at 846 Donaghey Avenue, Conway, AR 72034, owned by Mazur Properties, LLC, is necessary in order for the Conway Department of Transportation to begin and complete the Donaghey Phase 2 Roadway Project, and that it is in the best interest of the City to purchase that portion of the property needed to complete the project, said project being illustrated in the attached diagram.

WHEREAS, the property is further described as:

RIGHT OF WAY DESCRIPTION

A part of Lot 2, Block 45 of Robinson's Plan, City of Conway, Faulkner County, Arkansas, being more particularly described as follows:

COMMENCING at the Southwest corner of the West 108' of the North 95' of said Lot 2, thence North 01°52'37" East along the West line of said Lot 2 a distance of 14.71 feet to the POINT OF BEGINNING; thence continuing North 01°52'37" East along the West line of said Lot 2 a distance of 79.78 feet to the Northwest corner of said Lot 2; thence South 88°16'59" East along the North line of said Lot 2 a distance of 79.78 feet to a point of curve; thence on a curve to the left 125.44 feet, having a radius of 80 feet and a chord bearing South 46°47'49" West a distance of 112.98 feet to the POINT OF BEGINNING and containing 0.03 acres (1,364 sq. ft.) more or less.

WHEREAS, the property owner has agreed to sell the property/right of way for the sum of \$25,885.52 which represents a per square foot price of \$10.18 per square foot; such price also including payment of \$12,000.00 for replacement of trees.

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

Section 1. The City Council for the City of Conway shall hereby authorize the Mayor to enter into a real estate contract with Mazur Properties, LLC, for the portion of the property at 846 Donaghey Avenue, Conway, AR 72034 being necessary for completion of the Donaghey Phase 2 Roadway Project.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED this 25th day of May 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

CONTRACT FOR RIGHT OF WAY AND EASEMENT

THIS AGREEMENT made between Mazur Properties, LLC, who shall hereinafter be referred to as "Grantor," and the City of Conway, hereinafter referred to as "Grantee."

Grantor acknowledges and affirms that it is the sole owner of the property described herein. Grantor affirms and states that no other person or entity has any interest in the property which is the subject of this Contract.

Grantor hereby agrees to sell and Grantee agrees to purchase, for the purpose of expansion, construction, and maintenance of road improvements and widening at the intersection of Caldwell Street and Donaghey Avenue in Conway, Arkansas, a right of way and easement on the following described real property in Faulkner County, Arkansas, for the price, on the terms, and subject to the conditions hereinafter set forth:

RIGHT OF WAY DESCRIPTION

A part of Lot 2, Block 45 of Robinson's Plan, City of Conway, Faulkner County, Arkansas, being more particularly described as follows:

COMMENCING at the Southwest corner of the West 108' of the North 95' of said Lot 2, thence North 01°52'37" East along the West line of said Lot 2 a distance of 14.71 feet to the POINT OF BEGINNING; thence continuing North 01°52'37" East along the West line of said Lot 2 a distance of 79.78 feet to the Northwest corner of said Lot 2; thence South 88°16'59" East along the North line of said Lot 2 a distance of 79.78 feet to a point of curve; thence on a curve to the left 125.44 feet, having a radius of 80 feet and a chord bearing South 46°47'49" West a distance of 112.98 feet to the POINT OF BEGINNING and containing 0.03 acres (1,364 sq. ft.) more or less.

Together with the rights, easements and privileges in or to said lands that may be required for the full enjoyment of the right herein granted. Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by Grantor and Grantee.

Grantee shall pay to Grantor, and Grantor agrees to accept as full consideration for this Contract, the sum of \$ 25,885.52, broken down as follows:

\$13,885.52 for the acquisition, based on a value of \$10.18 per square foot; and
\$12,000.00 for replacement and loss of trees that will be removed for the project.

In exchange for the monetary consideration stated herein, Grantor shall make, execute and deliver to the Grantee a Right of Way and Easement Deed conveying the right of way and easement to Grantee.

It is understood and agreed that the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title and/or recording the right of way and easement to the City of Conway.

The parties, acknowledging that time is of the essence, agree that on the date of the execution of this Contract and from that date forward, the Grantee shall have the absolute right to enter onto and use the property which is the subject of this Contract, including such adjacent property as may be temporarily necessary for construction purposes, and such use shall include, but not be limited to, constructing or improving or altering the property.

Grantor agrees that Grantee shall have and hold the above described property and so shall Grantee's successors and assigns forever, with full right of ingress and egress at all times in, upon, over and under and to said lands for the purposes aforesaid. Grantor agrees that he shall forever warrant and defend the title to said lands and property against the lawful claims of any and all persons whomsoever.

The parties acknowledge and agree that this Contract is subject to and must be approved by the City Council of Conway.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of 2021.

[Signature]
Mazur Properties, LLC, Grantor

City of Conway, Grantee

ACKNOWLEDGMENT

STATE OF AR)
COUNTY OF Faulkner)

On this day, before me, the undersigned, a Notary Public, duly commissioned and acting, came Todd Mazur for Mazur Properties, LLC

to me well known (or satisfactorily proven) to be the persons whose name are subscribed to the foregoing instrument, and stated that each had executed the same for the consideration, uses and purposes therein mentioned and set forth.

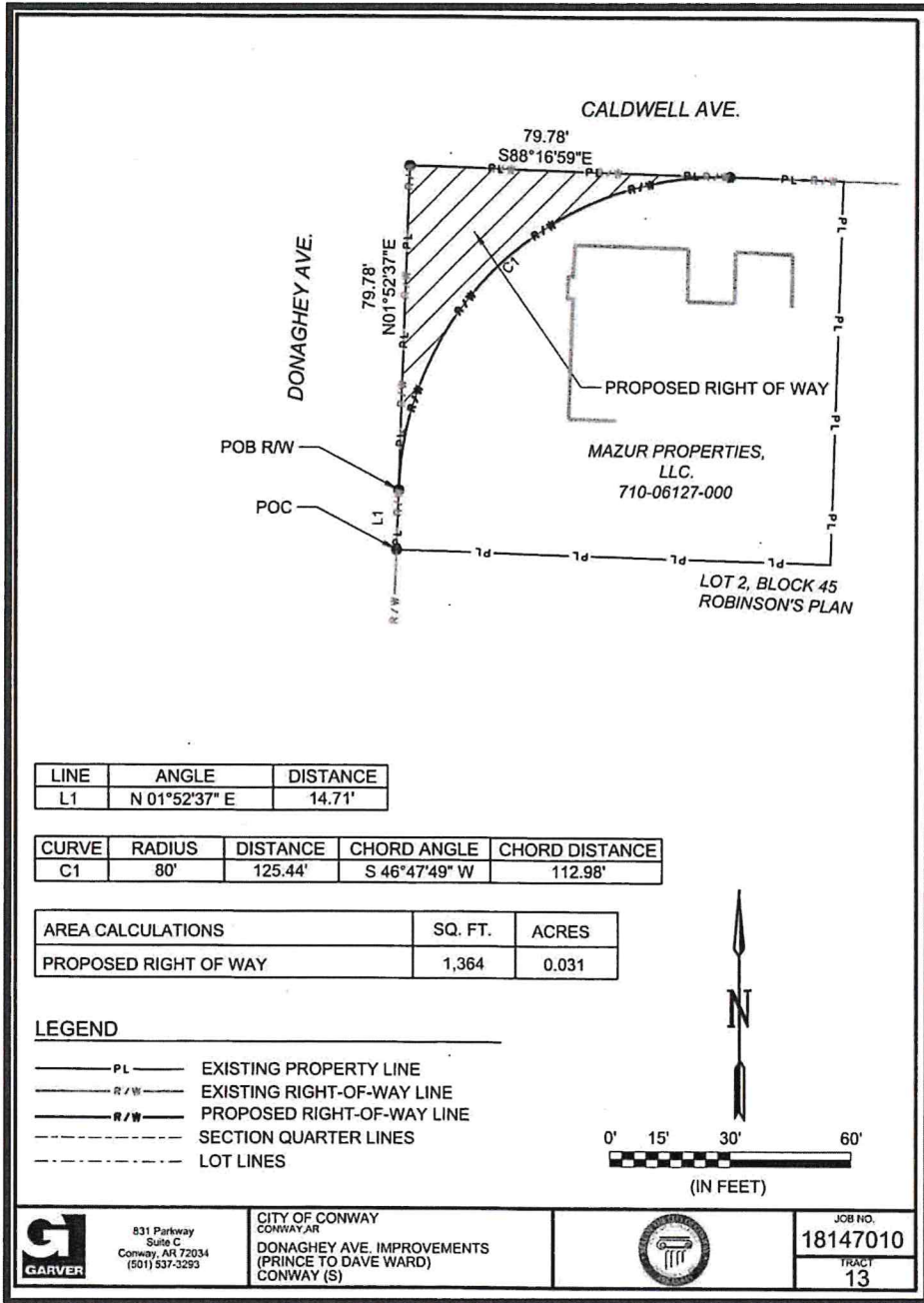
WITNESS my hand and official Seal on this 10 day of May, 2021.

[Signature]
Notary Public

ex: 8/17/2026



SURVEY – AREA TO BE ACQUIRED



PHOTOS – AREA TO BE ACQUIRED



Carden Farms LLC
P O Box 11363
Conway, AR 72034 US
accounting.gena@yahoo.com



Estimate

ADDRESS

Tmazur2021@gmail.com

ESTIMATE # 1635

DATE 03/29/2021

DESCRIPTION	QTY	RATE	AMOUNT
Replacement of 4 trees: 1-48" cal. , 1- 12" cal, and 2-10" cal. trees	1	12,000.00	12,000.00

Note: this in no way will actually replace the trees, the two largest are irreplaceable as we cannot locate any available at this size, but this is a conservative estimate of the approximate cost

Please consider the attached estimate/proposal price for the referenced project. Any sales tax reflected on the estimate are only an estimate, all applicable taxes, at the rate at the time of billing will be added to your final invoice. If you have any questions don't hesitate to give us a call. We look forward to working with you. Contact Nelson with questions at 501-889-8170.

Please be aware- this estimate is for cash or check ONLY- we do not accept Credit Cards

TOTAL

\$12,000.00

Accepted By

Accepted Date

Please consider the attached estimate/proposal price for the referenced project. Prices are valid for 30 days unless stated otherwise. Any sales tax reflected on the estimate is only an estimate, all applicable taxes, at the rate at the time of billing will be added to your final invoice. If you have any questions don't hesitate to give us a call. We look forward to working with you.



City of Conway, Arkansas
Ordinance No. O-21-

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING CODE TO REZONE PROPERTY LOCATED AT 507 BRUCE STREET FROM C-3 TO PUD:

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

PART OF LOT 1 AND ALL OF LOTS 2 & 3 OF C.H. ROBINETTE SUBDIVISION AS SHOWN ON B.G. WILSON'S MAP OF CONWAY IN PLAT BOOK A, PAGE 46, RECORDS OF FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET ½" REBAR FOR THE NW CORNER OF SAID LOT 2; THENCE ALONG THE NORTH LINE OF SAID LOTS 2 AND 1 S88°57'23"E A DISTANCE OF 274.60' TO A TYLER CAP; THENCE LEAVING SAID NORTH LINE S01°40'12"W A DISTANCE OF 752.35' TO A FOUND ½" REBAR BEING ON THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE AND SOUTH LINE OF SAID LOT 3 N88°50'25"W A DISTANCE OF 275.10' TO A FOUND 1 ½" PIPE FOR THE SW CORNER OF SAID LOT 3; THENCE ALONG THE WEST LINES OF SAID LOTS 3 AND 2 N01°42'30"E A DISTANCE OF 751.80' TO THE POINT OF BEGINNING, CONTAINING 4.75 ACRES, MORE OR LESS.

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

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

PASSED this 25th day May 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: Brandon Ruhl, 2021 Planning Commission Chairman
Date: May 25, 2021

Re: Request to rezone from C-3 to PUD ± 4.75 acres located at 507 Bruce Street

AVAP, LLP, has requested to rezone from C-3 to PUD ± 4.75 acres located at 507 Bruce Street, with the legal description:

PART OF LOT 1 AND ALL OF LOTS 2 & 3 OF C.H. ROBINETTE SUBDIVISION AS SHOWN ON B.G. WILSON'S MAP OF CONWAY IN PLAT BOOK A, PAGE 46, RECORDS OF FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET ½" REBAR FOR THE NW CORNER OF SAID LOT 2; THENCE ALONG THE NORTH LINE OF SAID LOTS 2 AND 1 S88°57'23"E A DISTANCE OF 274.60' TO A TYLER CAP; THENCE LEAVING SAID NORTH LINE S01°40'12"W A DISTANCE OF 752.35' TO A FOUND ½" REBAR BEING ON THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE AND SOUTH LINE OF SAID LOT 3 N88°50'25"W A DISTANCE OF 275.10' TO A FOUND 1 ½" PIPE FOR THE SW CORNER OF SAID LOT 3; THENCE ALONG THE WEST LINES OF SAID LOTS 3 AND 2 N01°42'30"E A DISTANCE OF 751.80' TO THE POINT OF BEGINNING, CONTAINING 4.75 ACRES, MORE OR LESS.

The applicant is requesting a rezoning from C-3 to PUD to allow 2 commercial lots and a total of 30 townhomes that will be accessed by a new internal private drive. The surrounding properties are zoned for commercial and industrial uses with existing established uses to the west and south. The Comprehensive Plan designations for the greater area suggest a transition away from low density residential uses for mixed use development such as the plan proposed.

The Planning Commission reviewed the request at its regular meeting on May 17, 2021 and voted 8-0-1 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



CITY OF CONWAY | 1111 Main Street
Planning and Development | Conway, AR 72032
T 501.450.6105
F 501.450.6144
www.conwayarkansas.gov

May 25, 2021

**BRUCE STREET PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN
507 BRUCE STREET**

Applicant:

AVAP, LLP

Legal Description:

PART OF LOT 1 AND ALL OF LOTS 2 & 3 OF C.H. ROBINETTE SUBDIVISION AS SHOWN ON B.G. WILSON'S MAP OF CONWAY IN PLAT BOOK A, PAGE 46, RECORDS OF FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET ½" REBAR FOR THE NW CORNER OF SAID LOT 2; THENCE ALONG THE NORTH LINE OF SAID LOTS 2 AND 1 S88°57'23"E A DISTANCE OF 274.60' TO A TYLER CAP; THENCE LEAVING SAID NORTH LINE S01°40'12"W A DISTANCE OF 752.35' TO A FOUND ½" REBAR BEING ON THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE AND SOUTH LINE OF SAID LOT 3 N88°50'25"W A DISTANCE OF 275.10' TO A FOUND 1 ½" PIPE FOR THE SW CORNER OF SAID LOT 3; THENCE ALONG THE WEST LINES OF SAID LOTS 3 AND 2 N01°42'30"E A DISTANCE OF 751.80' TO THE POINT OF BEGINNING, CONTAINING 4.75 ACRES, MORE OR LESS.

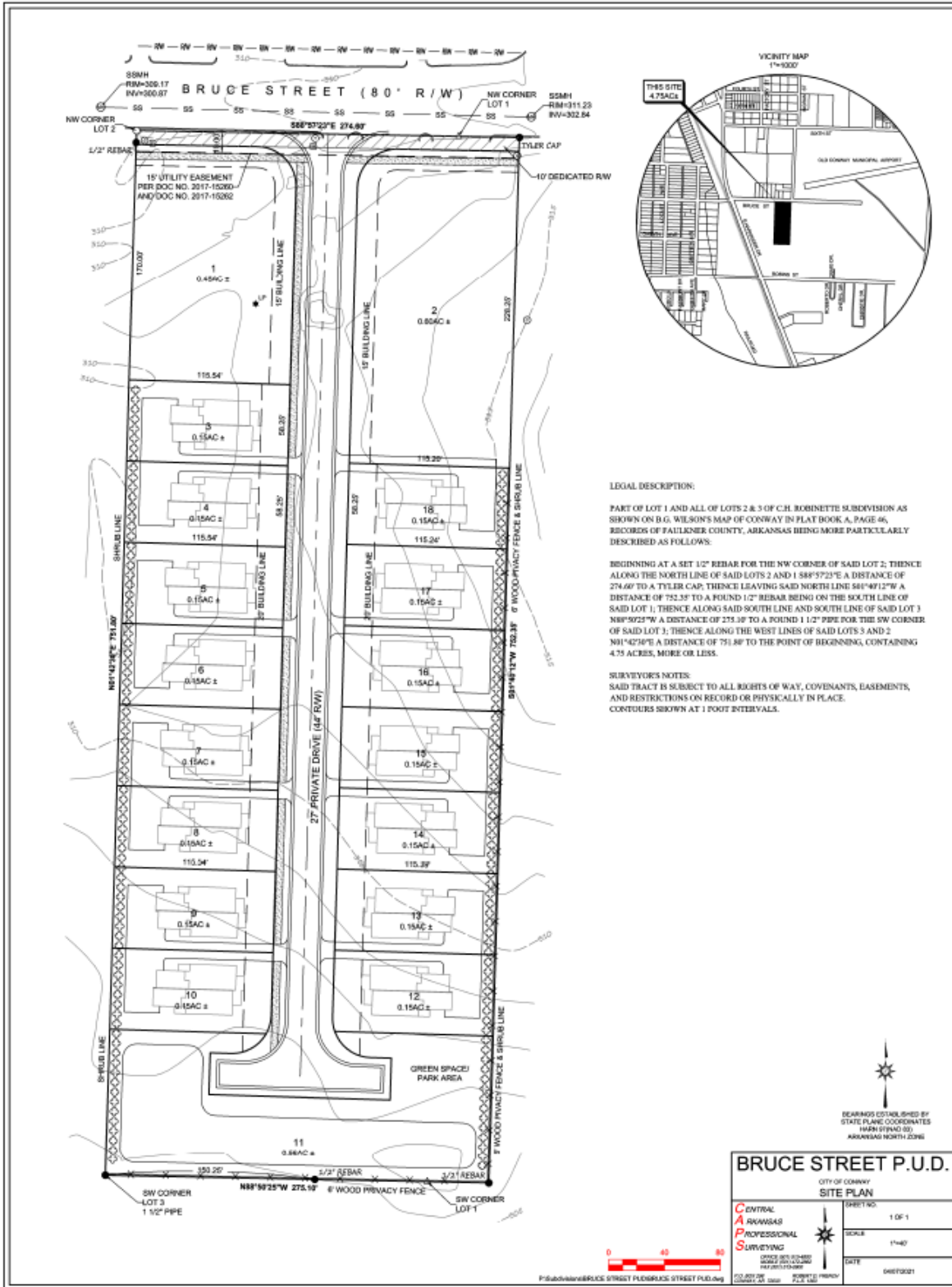
Bruce Street PUD Final Development Plan Conditions:

1. Permitted uses are limited to single-family and two-family residential uses as indicated on the approved plan with a maximum of 32 dwelling units.
2. Development shall be built in accordance with the standards outlined in the proposed development plan.
3. Uses for the commercial lots shall be those permitted in the C-3 zoning district.
4. Applicant shall plat the property in accordance with the Subdivision Regulations, at which time setbacks will be finalized.
5. Buildings shall be of the following materials:
 - o Brick/stone
 - o Cement fiber board (Hardie Board)
 - o Wood
 - o Other materials as approved by the Planning Director
6. Vinyl Siding shall be prohibited.
7. No residential accessory structures shall be permitted.
8. All roadway improvements shall be privately maintained.
9. A Property Owners' Association shall be required to be formed and operate in perpetuity to maintain all common areas and improvements such as streets, sidewalks, and drainage
10. A continuous landscape buffer shall be provided around the perimeter of the site.

11. A 6-foot-tall solid fence shall be constructed along the south, east, and west property lines in the residentially developed areas.

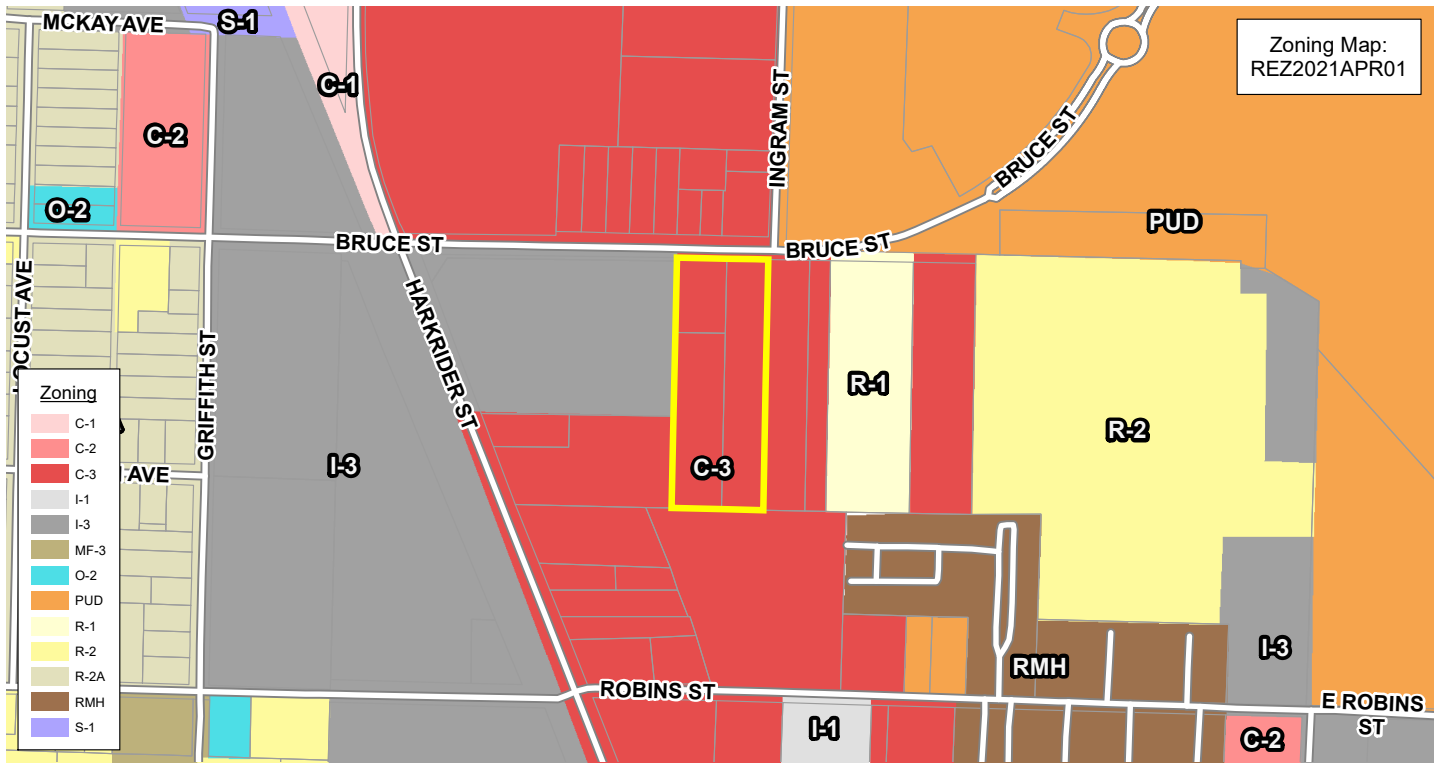
Applicant/Owner

Date



[Signature]
James Walden, AICP
Director of Planning & Development

Zoning Map:
REZ2021APR01



Zoning

C-1	C-2	C-3	I-1	I-3	MF-3	O-2	PUD	R-1	R-2	R-2A	RMH	S-1
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**City of Conway, Arkansas
Ordinance No. O-21-**

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING CODE TO REZONE PROPERTY LOCATED AT 39 THOUSAND OAKS CIRCLE FROM A-1 TO R-1:

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

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

LOT 39, THOUSAND OAKS SUBDIVISION

to those of **R-1**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 25th day May 2021.

Approved:

Mayor Bart Castleberry

Attest:

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



1111 MAIN STREET • CONWAY, AR 72032
(501) 450-6105 • planningcommission@conwayarkansas.gov

MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: Brandon Ruhl, 2021 Planning Commission Chairman
Date: May 25, 2021

Re: Request to rezone from A-1 to R-1 ± 1.83 acres located at 39 Thousand Oaks Circle

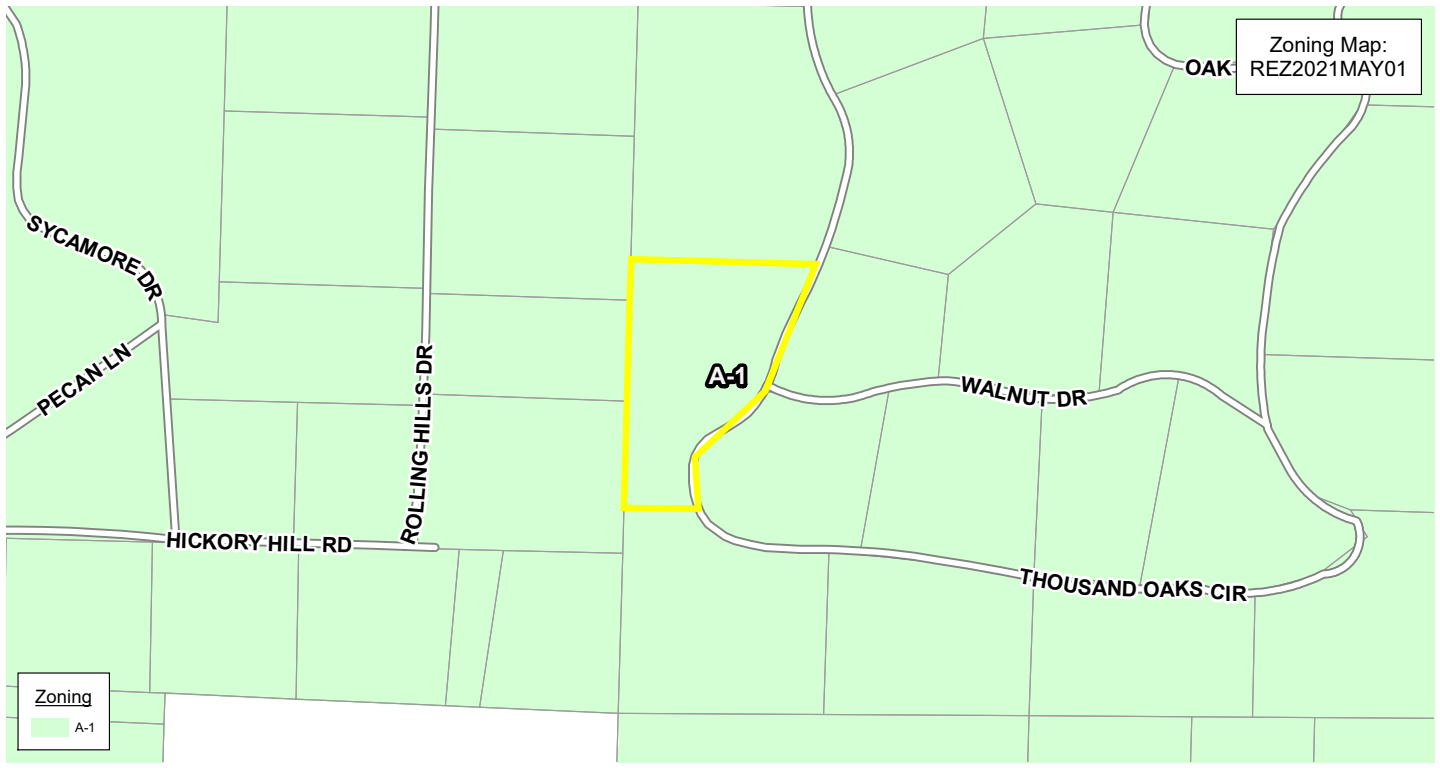
Mary Talaie, has requested to rezone from A-1 to R-1 ± 1.83 acres located at 39 Thousand Oaks Circle, with the legal description:

LOT 39, THOUSAND OAKS SUBDIVISION

The applicant is seeking to rezone the property from A-1 to R-1 to split the existing property into two lots to accommodate the construction of an additional single-family residence. This will result in two lots which do not meet the minimum area standards for the A-1 zoning district.

The Planning Commission reviewed the request at its regular meeting on May 17, 2021 and voted 9-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



Zoning
A-1

SYCAMORE DR

PECAN LN

HICKORY HILL RD

ROLLING HILLS DR

A-1

WALNUT DR

THOUSAND OAKS CIR

OAK



City of Conway, Arkansas
Ordinance No. O-21-

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING CODE TO REZONE PROPERTY LOCATED ALONG BILL BELL LANE, SOUTH OF FAVRE LANE FROM A-1 TO R-1:

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

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

Being a part of the E ½ SE ¼ of Section 24, T-5-N, R-14-W, Faulkner County, Arkansas more particularly described as: Commencing at the NW corner of the NE ¼ SE ¼; thence along the East line of the NE ¼ SE ¼ of said Section 24 S01°54'12"W 1321.52 feet to the SW corner of said NE ¼ SE ¼; thence leaving said East line S88°42'22"E 46.87 feet to the Point of Beginning, said point being on the East right of way of South German Lane; thence along said right of way along a curve to the right with an arc length of 63.19 feet, a radius of 170.00 feet, a chord bearing of N25°58'12"E, and a chord length of 62.83 feet; thence continue along said right of way N36°37'09"E 149.12 feet; thence along a curve to the left with an arc length of 222.79 feet, a radius of 330.00 feet, a chord bearing of N17°16'43"E, and a chord length of 218.58 feet; thence N02°03'43"W. 48.69 feet; thence along a curve to the right with an arc length of 60.02 feet, a radius of 28.00 feet, a chord bearing of N59°21 '02"E, and a chord length of 49.17 feet to the Southwesterly right of way of Bill Bell Lane; thence leaving said East right of way of said South German Lane, along said Southwesterly right of way S59°14'12"E 454.42 feet; thence continue along said Southwesterly right of way along a curve to the right with an arc length of 367.48 feet, a radius of 520.00 feet, a chord bearing of S38°50'29"E, and a chord length of 359.88 feet; thence S18°35'47"E 106.86 feet to the North right of way of Acuff Lane; thence leaving said Southwesterly right of way along said North right of way along a curve to the right with an arc length of 43.83 feet, a radius of 28.00 feet, a chord bearing of S26°15'07"W, and a chord length of 39.49 feet; thence continue along said North right of way S71°06'02"W 40.53 feet; thence along a curve to the right with an arc length of 74.61 feet, a radius of 205.00 feet, a chord bearing of S81°31'36"W, and a chord length of 74.20 feet; thence N88°02'49"W 725.17 feet; thence along a curve to the right with an arc length of 43.68 feet, a radius of 28.00 feet, a chord bearing of N43°21 '32"W, and a chord length of 39.38 feet to the East right of way of South German Lane; thence leaving said North right of way, along said East right of way N01°19'44"E 120.59 feet; thence continue along said right of way, along a curve to the right with an arc length of 41.52 feet, a radius of 170.00 feet, a chord bearing of N08° 19'30"E, and a chord length of 41.41 feet to the Point of Beginning, containing 8.73 acres, more or less.

And

Being a part of the NE ¼ SE ¼ of Section 24, T-5-N, R-14-W, Faulkner County, Arkansas more particularly described as: Commencing at the NW corner of said NE ¼ SE ¼; thence along the North line of said NE ¼ SE ¼ S88°14'08"E 261.50 feet to the Point of Beginning; thence continue along said North line S88°14'08"E 1031.95 feet to the NE corner of said NE1/4 SE1/4; thence leaving said North line, along the East line of said NE ¼ SE ¼ S01°48'29"W 810.00 feet; thence leaving said East line N88°14'08"W 998.63 feet to the East right of way of South German Lane; thence along said right of way, along a curve to the right with an arc length of 551.10 feet, a radius of 560.00 feet, a chord bearing of N27°22'10"W, and a chord length of 529.13 feet; thence N00°49'23"E 97.83 feet; thence leaving said right of way S88°14'08"E 225.90 feet;

thence N01°054'12"E 250.00 feet to the Point of Beginning, containing 21.26 acres, more or less.

to those of R-1, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 25th day May 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: Brandon Ruhl, 2021 Planning Commission Chairman
Date: May 25, 2021

Re: Request to rezone from A-1 to R-1 ± 29.99 acres located along Bill Bell Lane, south of Favre Lane
Frank Shaw, has requested to rezone from A-1 to R-1 ± 29.99 acres located along Bill Bell Lane, south of Favre Lane, with the legal description:

Being a part of the E ½ SE ¼ of Section 24, T-5-N, R-14-W, Faulkner County, Arkansas more particularly described as: Commencing at the NW corner of the NE ¼ SE ¼; thence along the East line of the NE ¼ SE ¼ of said Section 24 S01°54'12"W 1321.52 feet to the SW corner of said NE ¼ SE ¼; thence leaving said East line S88°42'22"E 46.87 feet to the Point of Beginning, said point being on the East right of way of South German Lane; thence along said right of way along a curve to the right with an arc length of 63.19 feet, a radius of 170.00 feet, a chord bearing of N25°58'12"E, and a chord length of 62.83 feet; thence continue along said right of way N36°37'09"E 149.12 feet; thence along a curve to the left with an arc length of 222.79 feet, a radius of 330.00 feet, a chord bearing of N17°16'43"E, and a chord length of 218.58 feet; thence N02°03'43"W. 48.69 feet; thence along a curve to the right with an arc length of 60.02 feet, a radius of 28.00 feet, a chord bearing of N59°21 '02"E, and a chord length of 49.17 feet to the Southwesterly right of way of Bill Bell Lane; thence leaving said East right of way of said South German Lane, along said Southwesterly right of way S59°14'12"E 454.42 feet; thence continue along said Southwesterly right of way along a curve to the right with an arc length of 367.48 feet, a radius of 520.00 feet, a chord bearing of S38°50'29"E, and a chord length of 359.88 feet; thence S18°35'47"E 106.86 feet to the North right of way of Acuff Lane; thence leaving said Southwesterly right of way along said North right of way along a curve to the right with an arc length of 43.83 feet, a radius of 28.00 feet, a chord bearing of S26°15'07"W, and a chord length of 39.49 feet; thence continue along said North right of way S71°06'02"W 40.53 feet; thence along a curve to the right with an arc length of 74.61 feet, a radius of 205.00 feet, a chord bearing of S81°31'36"W, and a chord length of 74.20 feet; thence N88°02'49"W 725.17 feet; thence along a curve to the right with an arc length of 43.68 feet, a radius of 28.00 feet, a chord bearing of N43°21 '32"W, and a chord length of 39.38 feet to the East right of way of South German Lane; thence leaving said North right of way, along said East right of way N01°19'44"E 120.59 feet; thence continue along said right of way, along a curve to the right with an arc length of 41.52 feet, a radius of 170.00 feet, a chord bearing of N08° 19'30"E, and a chord length of 41.41 feet to the Point of Beginning, containing 8.73 acres, more or less.

and

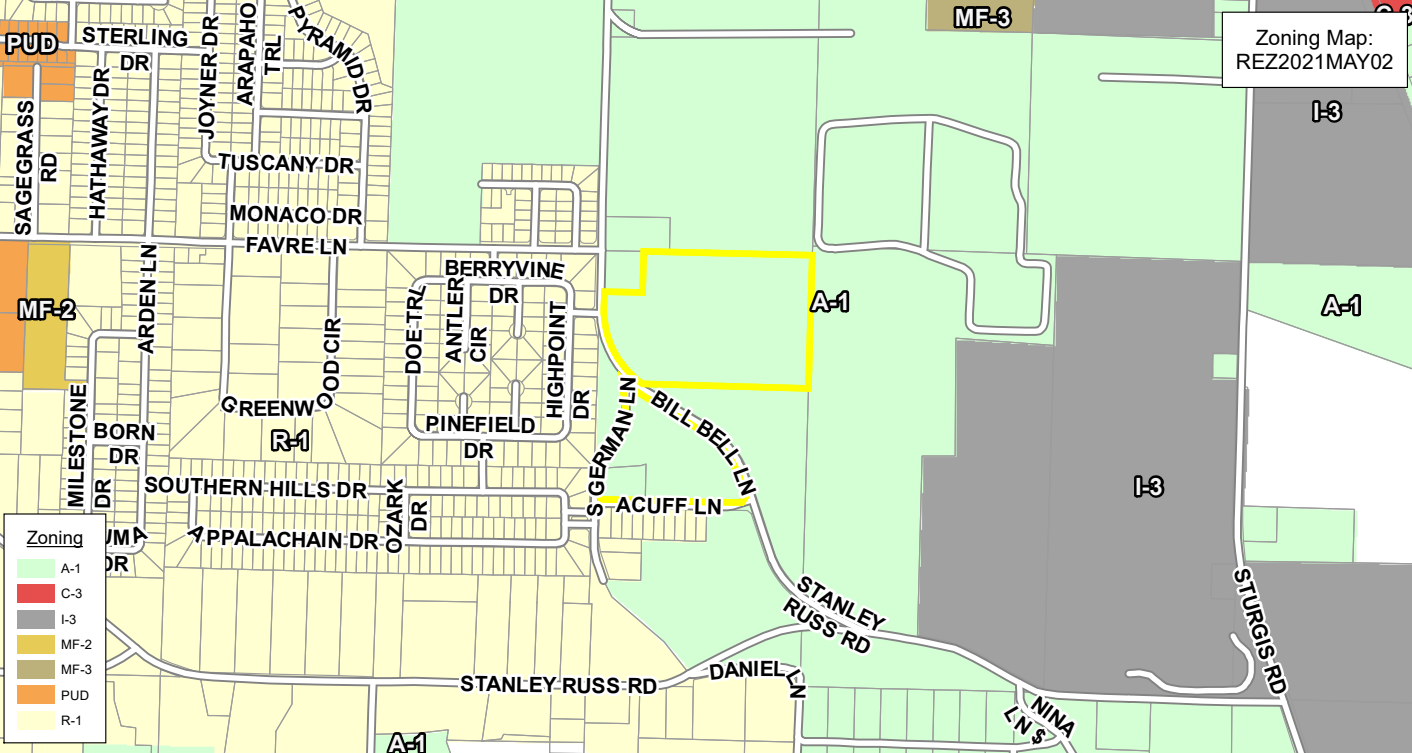
Being a part of the NE ¼ SE ¼ of Section 24, T-5-N, R-14-W, Faulkner County, Arkansas more particularly described as: Commencing at the NW corner of said NE ¼ SE ¼; thence along the North line of said NE ¼ SE ¼ S88°14'08"E 261.50 feet to the Point of Beginning; thence continue








along said North line S88°14'08"E 1031.95 feet to the NE corner of said NE1/4 SE1/4; thence leaving said North line, along the East line of said NE ¼ SE ¼ S01°48'29"W 810.00 feet; thence leaving said East line N88°14'08"W 998.63 feet to the East right of way of South German Lane; thence along said right of way, along a curve to the right with an arc length of 551.10 feet, a radius of 560.00 feet, a chord bearing of N27°22'10"W, and a chord length of 529.13 feet; thence N00°49'23"E 97.83 feet; thence leaving said right of way S88°14'08"E 225.90 feet; thence N01°054'12"E 250.00 feet to the Point of Beginning, containing 21.26 acres, more or less.

The applicant is seeking to rezone the property from A-1 to R-1 for the purpose of single-family residential development. The surrounding area is predominantly residential and rural/undeveloped, and the comprehensive plan designates the area as single-family, consistent with the proposed rezoning. The rezoning would not likely result in harm to adjacent properties.

The Planning Commission reviewed the request at its regular meeting on May 17, 2021 and voted 10-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



Zoning	
	A-1
	C-3
	I-3
	MF-2
	MF-3
	PUD
	R-1



**City of Conway, Arkansas
Ordinance No. O-21-**

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING CODE TO REZONE PROPERTY LOCATED AT 1320 LEWIS RANCH ROAD FROM C-3 TO MF-3:

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

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

LOT 2, LEWIS RANCH PH II, CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS AS SHOWN ON PLAT RECORDED IN THE REAL ESTATE RECORDS OF FAULKNER COUNTY ARKANSAS ON AUGUST 30, 2018 AS P201800047.

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

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

PASSED this 25th day May 2021.

Approved:

Mayor Bart Castleberry

Attest:

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



1111 MAIN STREET • CONWAY, AR 72032
(501) 450-6105 • planningcommission@conwayarkansas.gov

MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: Brandon Ruhl, 2021 Planning Commission Chairman
Date: May 25, 2021

Re: Request to rezone from C-3 to MF-3 ± 4.77 acres located at 1320 Lewis Ranch Road

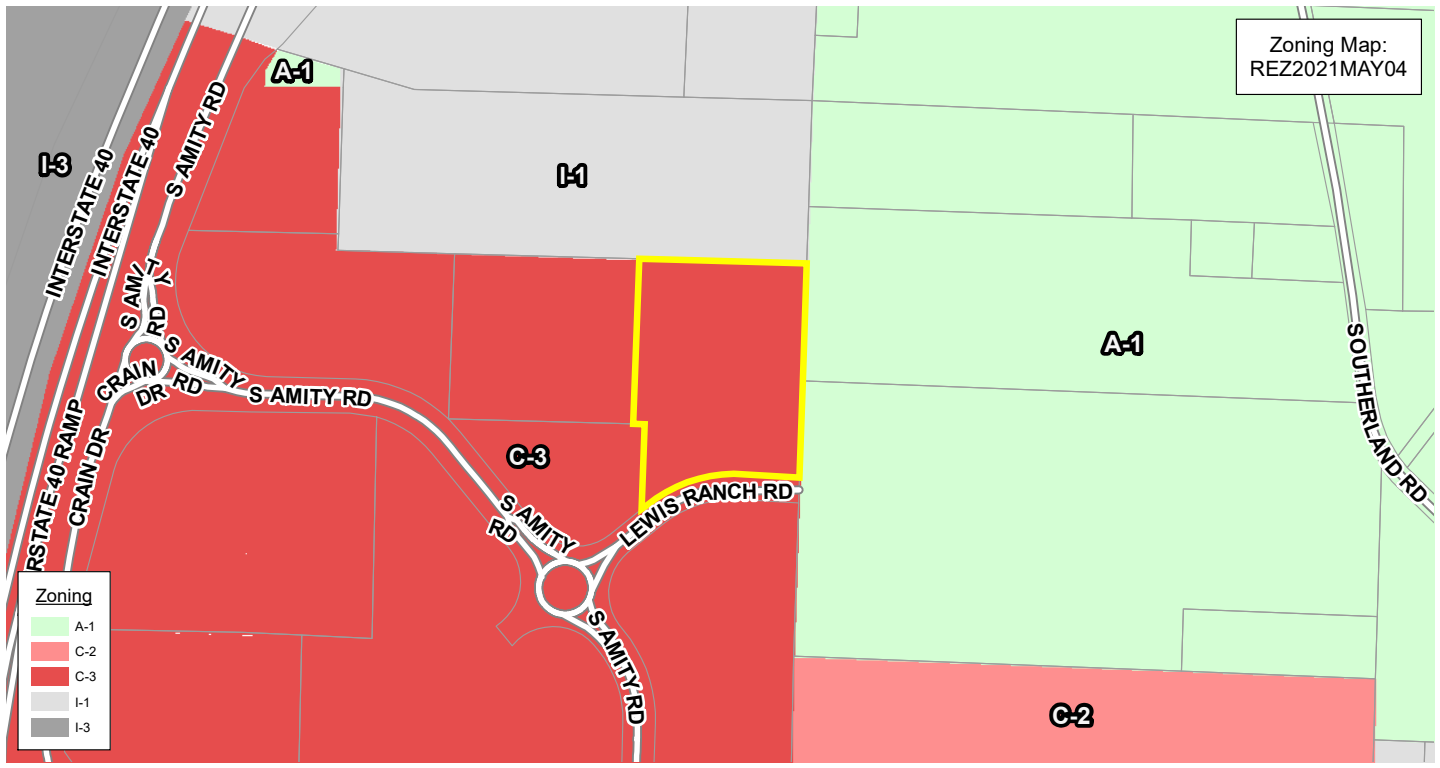
Jim Rankin, has requested to rezone from C-3 to MF-3 ± 4.77 acres located at 1320 Lewis Ranch Road, with the legal description:

LOT 2, LEWIS RANCH PH II, CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS AS SHOWN ON PLAT RECORDED IN THE REAL ESTATE RECORDS OF FAULKNER COUNTY ARKANSAS ON AUGUST 30, 2018 AS P201800047.

The applicant is seeking to rezone the property from C-3 to MF-3 for the purpose of developing a multi-family residential development. The surrounding area is predominantly undeveloped commercially zoned property with existing commercial uses in the general area. The property has adequate access for the proposed use and a rezoning to MF-3 would not likely result in harm to adjacent properties.

The Planning Commission reviewed the request at its regular meeting on May 17, 2021 and voted 10-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



Zoning

Light Green	A-1
Light Red	C-2
Dark Red	C-3
Light Grey	I-1
Dark Grey	I-3



City of Conway, Arkansas
Ordinance No. O-21-

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING CODE TO REZONE PROPERTY LOCATED AT 20 BRONNIE LANE FROM A-1 TO C-2:

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

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

PART OF THE NE ¼ SE ¼ , SECTION 19 AND ALSO A PART ;OF THE NW ¼ SW ¼ SECTION 20, ALL IN T5N, R13W, FAULKNER COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID NE ¼ SE ¼ SECTION 19, THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, 333.76 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 37 SECONDS WEST, 778.22 FEET TO THE APPROXIMATE FLOODWAY LIMITS; THENCE ALONG SAID LIMITS TO A POINT NORTH 81 DEGREES 45 MINUTES 25 SECONDS WEST, 343.16 FEET; THENCE TO A POINT NORTH 65 DEGREES 35 MINUTES 23 SECONDS WEST, 48.89 FEET; THENCE TO A POINT NORTH 46 DEGREES 24 MINUTES 39 SECONDS WEST, 47.14 FEET; THENCE TO A POINT NORTH 40 DEGREES 19 MINUTES 08 SECONDS WEST, 209.66 FEET; THENCE TO A POINT NORTH 50 DEGREES 31 MINUTES 24 SECONDS WEST, 177.90 FEET; THENCE TO A POINT NORTH 61 DEGREES 36 MINUTES 45 SECONDS WEST, 109.19 FEET; THENCE TO A POINT NORTH 77 DEGREES 16 MINUTES 05 SECONDS WEST, 64.21 FEET; THENCE TO A POINT SOUTH 85 DEGREES 01 MINUTES 29 SECONDS WEST 66.10 FEET; THENCE TO A POINT SOUTH 72 DEGREES 18 MINUTES 38 SECONDS WEST, 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 NORTH 14 DEGREES 37 MINUTES 47 SECONDS WEST, 152.03 FEET; THENCE LEAVING SAID RIGHT OF WAY ALONG THE NORTH LINE OF SAID 30 FOOT EASEMENT NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST, 357.0 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 03 SECONDS WEST, 220.0 FEET TO THE NORTH LINE OF THE NE ¼ SE ¼ SECTION 19; THENCE LEAVING THE WEST LINE OF THE 30 FOOT EASEMENT ALONG THE NORTH LINE OF SAID NE ¼ SE ¼ 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.

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

Section 2. All ordinances in conflict herewith are repealed to the extent of the conflict.
PASSED this 25th day May 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: Brandon Ruhl, 2021 Planning Commission Chairman
Date: May 25, 2021

Re: Request to rezone from A-1 to C-2 ± 10.72 acres located at 20 Bronnie Lane

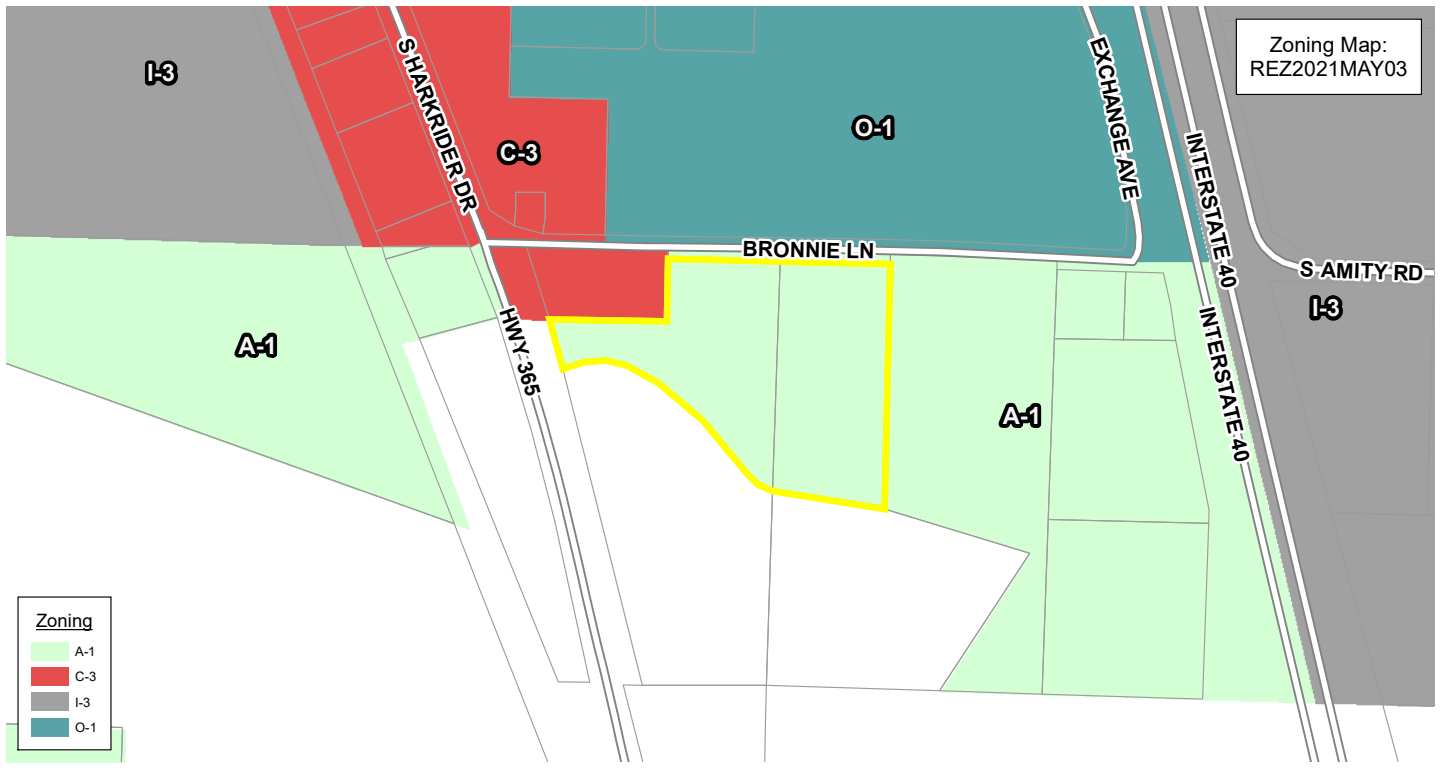
Tim Coney/Four C Properties, LLC, has requested to rezone from A-1 to C-2 ± 10.72 acres located at 20 Bronnie Lane, with the legal description:

PART OF THE NE ¼ SE ¼ , SECTION 19 AND ALSO A PART ;OF THE NW ¼ SW ¼ SECTION 20, ALL IN T5N, R13W, FAULKNER COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID NE ¼ SE ¼ SECTION 19, THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, 333.76 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 37 SECONDS WEST, 778.22 FEET TO THE APPROXIMATE FLOODWAY LIMITS; THENCE ALONG SAID LIMITS TO A POINT NORTH 81 DEGREES 45 MINUTES 25 SECONDS WEST, 343.16 FEET; THENCE TO A POINT NORTH 65 DEGREES 35 MINUTES 23 SECONDS WEST, 48.89 FEET; THENCE TO A POINT NORTH 46 DEGREES 24 MINUTES 39 SECONDS WEST, 47.14 FEET; THENCE TO A POINT NORTH 40 DEGREES 19 MINUTES 08 SECONDS WEST, 209.66 FEET; THENCE TO A POINT NORTH 50 DEGREES 31 MINUTES 24 SECONDS WEST, 177.90 FEET; THENCE TO A POINT NORTH 61 DEGREES 36 MINUTES 45 SECONDS WEST, 109.19 FEET; THENCE TO A POINT NORTH 77 DEGREES 16 MINUTES 05 2SECONDS WEST, 64.21 FEET; THENCE TO A POINT SOUTH 85 DEGREES 01 MINUTES 29 SECONDS WEST 66.10 FEET; THENCE TO A POINT SOUTH 72 DEGREES 18 MINUTES 38 SECONDS WEST, 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 NORTH 14 DEGREES 37 MINUTES 47 SECONDS WEST, 152.03 FEET; THENCE LEAVING SAID RIGHT OF WAY ALONG THE NORTH LINE OF SAID 30 FOOT EASEMENT NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST, 357.0 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 03 SECONDS WEST, 220.0 FEET TO THE NORTH LINE OF THE NE ¼ SE ¼ SECTION 19; THENCE LEAVING THE WEST LINE OF THE 30 FOOT EASEMENT ALONG THE NORTH LINE OF SAID NE ¼ SE ¼ 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.





The applicant is seeking to rezone the property from A-1 to C-2 for the purpose of developing a self-storage facility. With the property's proximity to an interstate and major arterial, the zoning change would not likely negatively impact adjacent properties. Much of the property south of Bronnie Ln is in a flood hazard zone or already developed for industrial/office use and has seen increased development with institutional, office, and automotive uses.

The Planning Commission reviewed the request at its regular meeting on May 17, 2021 and voted 8-0-1 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



Zoning

	A-1
	C-3
	I-3
	O-1



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 (501) 450-6105 • planningcommission@conwayarkansas.gov

MEMO

To: Mayor Bart Castleberry
 cc: City Council Members

From: Brandon Ruhl, 2021 Planning Commission Chairman
 Date: May 25, 2021

Re: Request for conditional use permit to allow self-storage facility in C-2 zone at 20 Bronnie Lane
 Tim/ConeyFour C Properties, LLC, has requested a conditional use permit to allow a self-storage facility in C-2 zone at 20 Bronnie Lane, with the legal description:

PART OF THE NE ¼ SE ¼ , SECTION 19 AND ALSO A PART ;OF THE NW ¼ SW ¼ SECTION 20, ALL IN T5N, R13W, FAULKNER COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID NE ¼ SE ¼ SECTION 19, THENCE SOUTH 89 DEGREES 18 MINUTES 54 SECONDS EAST, 333.76 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 37 SECONDS WEST, 778.22 FEET TO THE APPROXIMATE FLOODWAY LIMITS; THENCE ALONG SAID LIMITS TO A POINT NORTH 81 DEGREES 45 MINUTES 25 SECONDS WEST, 343.16 FEET; THENCE TO A POINT NORTH 65 DEGREES 35 MINUTES 23 SECONDS WEST, 48.89 FEET; THENCE TO A POINT NORTH 46 DEGREES 24 MINUTES 39 SECONDS WEST, 47.14 FEET; THENCE TO A POINT NORTH 40 DEGREES 19 MINUTES 08 SECONDS WEST, 209.66 FEET; THENCE TO A POINT NORTH 50 DEGREES 31 MINUTES 24 SECONDS WEST, 177.90 FEET; THENCE TO A POINT NORTH 61 DEGREES 36 MINUTES 45 SECONDS WEST, 109.19 FEET; THENCE TO A POINT NORTH 77 DEGREES 16 MINUTES 05 SECONDS WEST, 64.21 FEET; THENCE TO A POINT SOUTH 85 DEGREES 01 MINUTES 29 SECONDS WEST 66.10 FEET; THENCE TO A POINT SOUTH 72 DEGREES 18 MINUTES 38 SECONDS WEST, 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 NORTH 14 DEGREES 37 MINUTES 47 SECONDS WEST, 152.03 FEET; THENCE LEAVING SAID RIGHT OF WAY ALONG THE NORTH LINE OF SAID 30 FOOT EASEMENT NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST, 357.0 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 03 SECONDS WEST, 220.0 FEET TO THE NORTH LINE OF THE NE ¼ SE ¼ SECTION 19; THENCE LEAVING THE WEST LINE OF THE 30 FOOT EASEMENT ALONG THE NORTH LINE OF SAID NE ¼ SE ¼ 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.

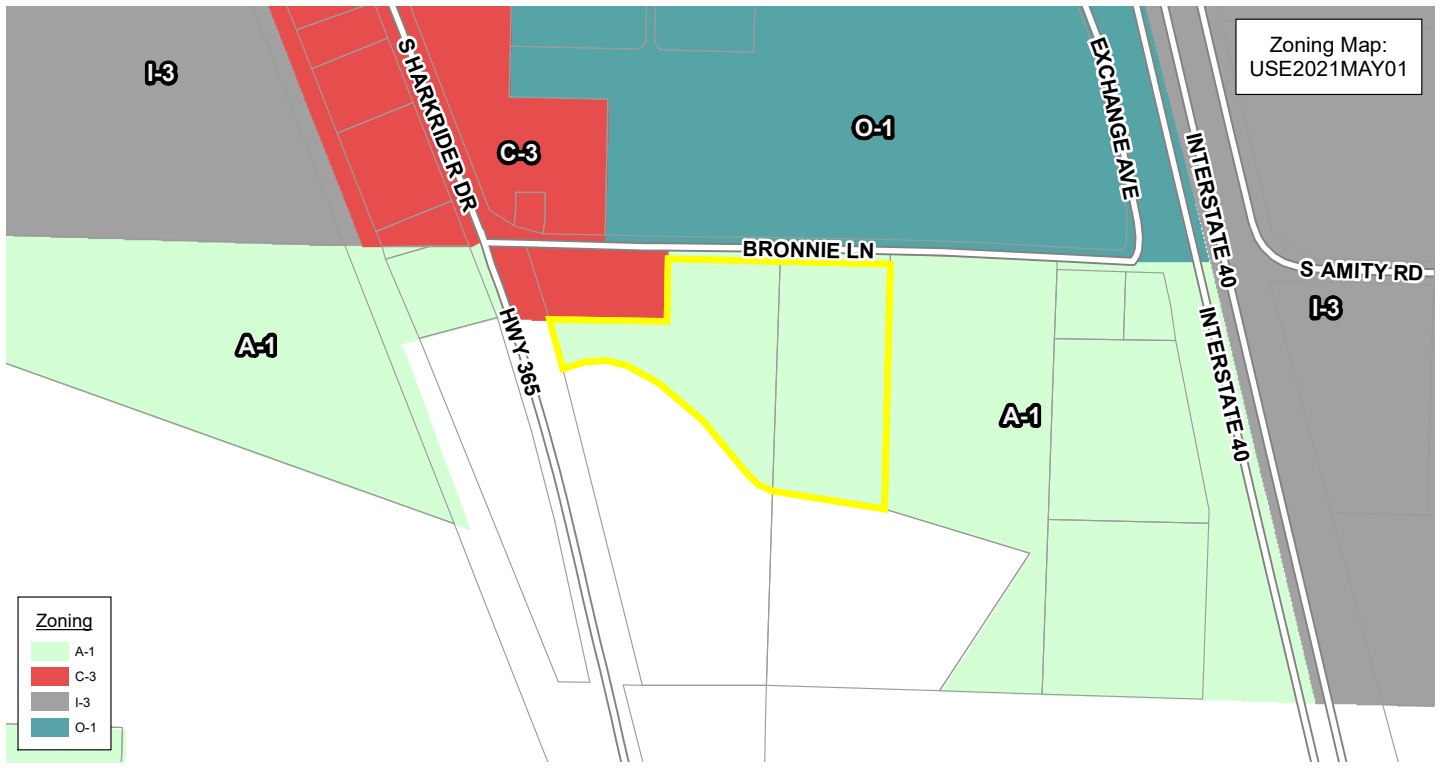
The applicant intends to develop the property with a self-storage facility and is near an interstate with a portion fronting a major arterial/State highway. There are no residential uses in the immediate area with the surrounding area developed with institutional, office, and automotive uses. A large portion of the remaining, undeveloped property lies in the floodplain and will require extensive site work prior to development. As conditioned, the use would not likely negatively impact adjacent property.





The Planning Commission reviewed the request at its regular meeting on May 17, 2021 and voted 9-0-1 that the request be forwarded to the City Council with a recommendation for approval with the following 11 conditions:

CONDITIONS ATTACHED TO THE PERMIT:

1. The use shall be subject to Development Review, in accordance with Article 1101 of the Zoning Code, prior to issuance of building permits.
2. Platting of the property, in accordance with the Subdivision Regulations, shall be required.
3. Any proposed fencing shall be masonry or ornamental metal. The Planning Director may approve alternative materials.
4. Landscaping shall be provided in excess of that required by Article 1101 of the Zoning Code. At a minimum, this shall include one canopy tree planted every 15 feet along the Bronnie Ln and S Harkrider St frontages.
5. The storage of hazardous chemical, petroleum products, or explosives is prohibited.
6. The operation of spray-painting equipment, table saws, lathes, compressors, welding equipment, kilns, and other similar equipment is prohibited.
7. No storage unit may be used for the purposes of operating a business except for the purpose of providing storage for a business which is located off-site.
8. Any outside storage, including vehicles, recreational vehicles, trailers, etc. or vehicles/equipment for rental use shall be screened and shielded from view of adjacent property or public right-of-way.
9. All lighting shall not exceed twenty (20) feet in height and be full cut-off, shielded lighting as defined by the IESNA. Such lighting shall be directed to prevent the trespass of light onto the adjacent properties.
10. Any expansions or additions to the structure(s) as well as any changes to the use shall require an amended or new conditional use permit.
11. Conditional Use Permit expires 2 years from the date of issue if no building permit has been issued.

Please advise if you have any questions.



Zoning	
	A-1
	C-3
	I-3
	O-1



1111 MAIN STREET • CONWAY, AR 72032
 501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
 cc: City Council Members

From: Brandon Ruhl, 2020 Planning Commission Chairman
 Date: May 25, 2021

Re: Request to modify conditional use permit no. 1382REV issued for property at 1717 S Donaghey Avenue

Soul Food Mission Cafe, has request to modify conditional use permit no. 1382REV issued for property at 1717 S Donaghey Avenue, with the legal description:

Being a part of the SE 1/4 of the SE 1/4 of Section 23, T-5-N, R-14-W, Faulkner County, Arkansas described as beginning at the NE corner of said SE 1/4 SE 1/4 and run thence; N88°28'20"W 943.05 feet to the NE corner of Lot 149 Spring Valley Subdivision, Phase 1; thence S01°31'40"W 131.13 feet to the SE corner of said Lot 149 Spring Valley Subdivision, Phase 1 and the point of beginning; thence continue S01°31'40"W along a line of previous deed described as being "south" 419.50 feet to a found rebar being the SW corner of church property; thence N88°28'20"W 50.0 feet; thence N88°33'35"W 470.0 feet; thence N01°31'40"E 419.42 feet to the south line of said Spring Valley Subdivision, Phase 1; thence along said south line to a point S88°33'35"E 520.0 feet to the point of beginning containing 5.0 acres more or less.

and

A part of the SE 1/4, SE 1/4, of Section 23, T5N, R14W, Faulkner County, Arkansas, more particularly described as beginning at the NE corner of said SE 1/4, SE 1/4, thence west 945.47 feet; thence south 340.36 feet to the true point of beginning; thence east 230.00 feet; thence south 195.64 feet to the north right of way of a gravel drive; thence along said right of way to a point S83°34'43"W 103.57 feet; thence to a point N87°50'31"W 127.12 feet; thence leaving said right of way north 202.43 feet to the point of beginning containing 1.08 acres more or less.

The applicant is seeking to modify an existing conditional use permit for the property which allows religious activities in the given zoning district. The applicant was found to be in violation of provisions of the existing Conditional Use Permit, as well as City Ordinance, as it relates to proper permitting. They are requesting approval for the changes made, as well as additional proposed modifications.

The Planning Commission reviewed the request at its regular meeting on May 17, 2021 and voted 7-0-3 that the request be forwarded to the City Council with a recommendation for approval of the modification with the updated 10 conditions:

Current Conditions / Proposed new or modified conditions:

1. Hours of operation are limited to 6:00 am to 10:00 pm.
2. No overnight stays by those seeking assistance from the ministry; property not to be used as a homeless shelter.
3. No ingress/egress from Violet Street; only ingress/egress from S. Donaghey Avenue.
4. ~~Permit is limited to applicant, Soul Food Café Mission.~~
5. 8-foot fence along North property boundary.
6. *All accessory structures shall be permitted through the City's Permits and Inspections Department within three months of the effective approval date.*
7. *A minimum of 10-feet shall separate all structures on site.*
8. *All structures shall be installed on a permanent foundation with a continuous footing.*
9. *Parking lot shall be surfaced with asphalt or concrete in accordance with Section 1101 of the Zoning Code.*
10. *No additional fencing shall be installed on site.*
11. *A landscape screen shall be provided along the north and west property boundaries.*
12. *The access drive shall be improved to a minimum width of 20 feet and surfaced with asphalt or concrete.*
13. *Any improvements to the site shall be reviewed following the City's Development Review procedure outlined in Section 1101 of the Zoning Code and shall be compliant with the development standards within that section.*
14. *Existing violations shall be abated, and applicable permits shall be sought.*

Please advise if you have any questions.



CITY OF CONWAY
Planning and Development

1111 Main Street
Conway, AR 72032

T 501.450.6105
F 501.450.6144

www.conwayarkansas.gov

RE: Soul Food Café Mission Conditional Use Permit
May 18th, 2021

Mayor and Council Members,

I've included this memo to provide additional context to this case. This application was submitted as a result of code enforcement action that occurred in early March 2021, at which time the Planning Department received multiple complaints from neighboring property owners with concerns about site work being done for parking improvements, tree removal, and drainage.

After visiting the site on March 10th, I found that multiple accessory structures had been placed on the site and the parking lot expanded/improved. Further examination of aerial imagery showed the accessory structures appear in excess of 3,500 sf, and numerous canopy additions have been made to the primary structure. We have no evidence of any building permits being pulled for any of these site modifications. It does not appear these structures were placed on foundations as required by state and local codes. This construction constitutes an expansion of the use on the site.

I additionally noticed a large gravel parking lot. Examination of the site from past aerial imagery shows significant expansion and improvement of the gravel parking area on the site when compared against the condition of the site before the conditional use permit was approved. The applicant disputes that the parking lot has been expanded. Improvement of a parking area is treated as an expansion when the surfacing materials used are altered. For example, when an area is paved or improved from a non-gravel to a gravel surface, this is considered an expansion or improvement of the parking area or as may be otherwise considered in the code, a new parking area.

Given these site alterations, the applicant was directed to apply for a modification to the existing conditional use permit to allow additional structures as well as to submit a development review application. The applicant was additionally directed to seek building permits for the site improvements upon successful application and execution of an amended conditional use permit and development review approval. As of this time, the applicant has only sought and applied for modifications to the existing conditional use permit.

Staff recommended approval of the conditional use for expansion of the parking area and additional accessory structures, but recommended denial of allowing any residential use on site. This was due in part to the existing condition of the fire apparatus access drive at the site. The Fire Marshal has expressed concerns that expansion of uses at the site would exacerbate any existing fire safety issues.

The Planning Commission approved the conditional use permit based upon staff recommendations. The application is now before you for consideration. The central issues of the case are based around application of building/fire codes and the city's codes relating to parking standards. The application of these code requirements constitutes a compelling government interest to protect the life, safety, health, and welfare of the public and applicant. The building code and building permitting requirements are imposed to prevent the installation of unsafe structures. For example, if the

structures on-site are improperly anchored, during storms with high winds they could blow onto adjacent property causing danger and harm. The city's parking and surfacing requirements are imposed to ensure proper fire access to the site in the event of emergencies that directly threaten life and health. Additionally, review of parking improvements is necessary to ensure adjacent property is not endangered by improperly or informally designed improvements.

During Planning Commission review of the application, some commissioners expressed openness to considering a variance application to relieve the applicant of the surfacing requirements for parking as it relates to improvement of the site with asphalt or concrete. Approval of the conditional use permit with the recommended conditions does not preclude the applicant from seeking variance approval for such a request. The variance process is intended to provide property owners relief from extraordinary and undue burdens as may be imposed by code requirements. Approval of a variance request for gravel parking would be the proper avenue for the applicant to seek relief on that issue based on procedures outlined within the code. Approval would supersede any conditions of the conditional use permit in conflict with the variance approval. An application would be welcomed by staff in conjunction with a development review application for the parking area improvements to properly ensure adjacent properties are protected.

Please feel free to contact me if you have any questions or concerns relating to this application.



James P. Walden, AICP
Director of Planning and Development

Enclosure: Original Conditional Use Permit

CONDITIONAL USE PERMIT

CITY OF CONWAY, ARKANSAS

PROPERTY DESCRIPTION / ADDRESS / LOCATION:

This conditional use is for property located at 1715, 1717, & 1727 S Donaghey Ave with the following legal descriptions:

Being a part of the SE 1/4 of the SE 1/4 of Section 23, T-5-N, R-14-W, Faulkner County, Arkansas described as beginning at the NE corner of said SE 1/4 SE 1/4 and run thence; N88°28'20"W 943.05 feet to the NE corner of Lot 149 Spring Valley Subdivision, Phase 1; thence S01°31'40"W 131.13 feet to the SE corner of said Lot 149 Spring Valley Subdivision, Phase 1 and the point of beginning; thence continue S01°31'40"W along a line of previous deed described as being "south" 419.50 feet to a found rebar being the SW corner of church property; thence N88°28'20"W 50.0 feet; thence N88°33'35"W 470.0 feet; thence N01°31'40"E 419.42 feet to the south line of said Spring Valley Subdivision, Phase 1; thence along said south line to a point S88°33'35"E 520.0 feet to the point of beginning containing 5.0 acres more or less.

and

A part of the SE 1/4, SE 1/4, of Section 23, T5N, R14W, Faulkner County, Arkansas, more particularly described as beginning at the NE corner of said SE 1/4, SE 1/4, thence west 945.47 feet; thence south 340.36 feet to the true point of beginning; thence east 230.00 feet; thence south 195.64 feet to the north right of way of a gravel drive; thence along said right of way to a point S83°34'43"W 103.57 feet; thence to a point N87°50'31"W 127.12 feet; thence leaving said right of way north 202.43 feet to the point of beginning containing 1.08 acres more or less.

ZONING: A-1 (Agricultural)

CONDITIONAL USE PERMITTED TO SOUL FOOD CAFE MISSION: Religious Activities

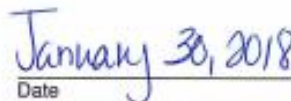
DATE OF COUNCIL MEETING ALLOWING PERMITTED USE: January 9, 2018

CONDITIONS ATTACHED TO THE PERMIT:

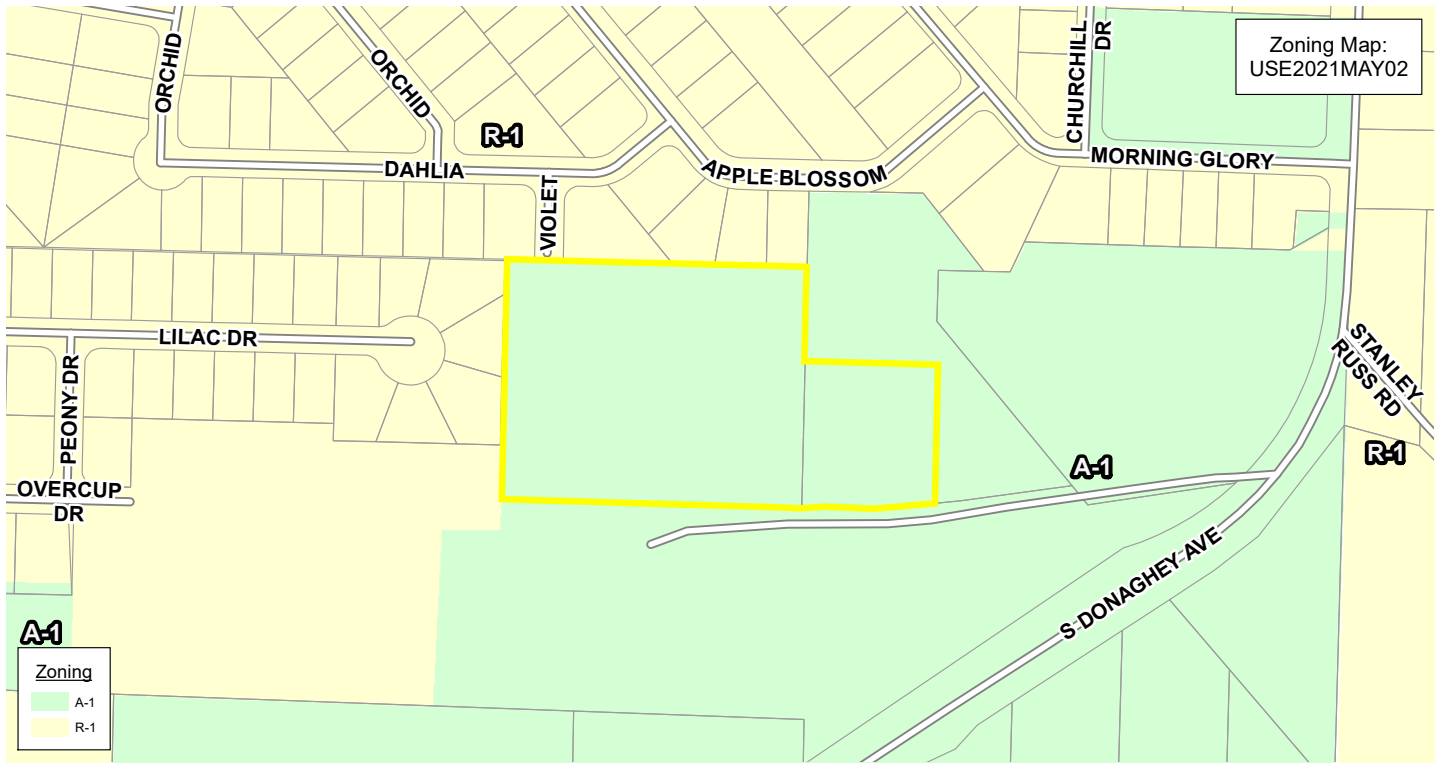
1. Hours of operation are limited to 6:00 am to 10:00 pm.
2. No overnight stays by those seeking assistance from the ministry; property not to be used as a homeless shelter.
3. NO ingress/egress from Violet Street; only ingress/egress from S. Donaghey Avenue.
4. Permit is limited to applicant, Soul Food Cafe Mission.
5. 8 foot fence along North property boundary.

APPROVED:


Bart Castleberry, Mayor


Date

Zoning Map:
USE2021MAY02



A-1

Zoning

- A-1
- R-1



**City of Conway, Arkansas
Ordinance No. O-21**

AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES:

WHEREAS, The Conway Parks and Recreation Department has received a check in the amount of \$8,969.24 from A State Auto for insurance proceeds toward the property damage done at Fifth Avenue Park; and

WHEREAS, The Conway Parks Department needs to replenish the Building Maintenance account for the expenses that were incurred in paying for the property damage to be repaired.

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

Section 1. The City of Conway shall appropriate funds in the amount of \$8,969.24 from the Insurance Proceeds General Fund Account (001-119-4360) to the Conway Parks Department Building Maintenance Account (001.140.5410).

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

PASSED this 25th day of May 2021.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-21**

AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES:

WHEREAS, The Conway Parks and Recreation Department has received a check in the amount of \$14,675.00 from Municipal Vehicle Program for insurance proceeds toward the loss of a 2017 Jeep Renegade due to theft; and

WHEREAS, The City of Conway has receipted this check on February 2, 2021 to the Insurance Proceeds General Account (001.119.4360); and

WHEREAS, The Conway Parks Department will use these funds to purchase a replacement vehicle.

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

Section 1. The City of Conway shall appropriate funds in the amount of \$14,675.00 from the Insurance Proceeds Account (252.000.4360) to the Conway Parks Department A&P Vehicle Account (252.140.5920).

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

PASSED this 25th day of May 2021.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-21-**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY FIRE DEPARTMENT; AND FOR
OTHER PURPOSES.**

WHEREAS, the Conway Fire Department requests \$54,587.65 to submit payment for the repair on Station 1's roof and interior damage due to wind and rain; and

WHEREAS, funds in the amount of \$54,587.65 were received from the Municipal Insurance Program for such reasons.

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

Section 1. The City of Conway shall appropriate \$54,587.65 from the Insurance Proceeds Account (001.119.4360) to the Fire Department Fire Department Building Maintenance Operating Account (01.131.5410); and

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

PASSED this 25th day of May 2021.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-21-**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY FIRE DEPARTMENT; AND FOR
OTHER PURPOSES.**

WHEREAS, the Conway Fire Department requests \$21,528 for the repair to Truck; and

WHEREAS, funds in the amount of \$21,528 were received from the Municipal Insurance Program for such reasons; 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 \$21,528 from the Insurance Proceeds Account (001.119.4360) to the Fire Department Fire Department Vehicle Maintenance Operating Account (01.131.54510);

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

PASSED this 25th day of May 2021.

Approved:

Mayor Bart Castleberry

Attest:

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