



City of Conway Council Agenda

<u>Council Meeting Date:</u>	November 28th, 2017
<u>5:30pm - Committee Meeting:</u>	No Committee Meeting
<u>6:30pm:</u>	Council Meeting
<u>Call to Order:</u>	Mayor Bart Castleberry
<u>Roll Call:</u>	Michael O. Garrett, City Clerk/Treasurer
<u>Minutes Approval:</u>	November 14th, 2017
<u>Approval of Monthly Financial Report ending October 31st, 2017</u>	

Mayor Bart Castleberry
City Clerk Michael O. Garrett
City Attorney Chuck Clawson

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

1. Report of Standing Committees:

A. Public Hearings:

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

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

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

C. New Business

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

Adjournment



City of Conway, Arkansas
Monthly Financial Reports
October 31, 2017

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



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	3,900,000	1,478,509	3,084,289		815,711	79%
Payments in Lieu of Tax	20,000	91,168	20,363		(363)	102%
State Tax Turnback	930,000	64,213	806,128		123,872	87%
Insurance Tax Turnback - LOPFI	1,300,000	293,204	1,144,001		155,999	88%
Sales Tax	18,200,000	1,643,513	15,847,646		2,352,354	87%
Beverage Tax	400,000	-	275,487		124,513	69%
Franchise Fees	3,569,000	283,736	2,787,986		781,014	78%
Permits	401,000	44,777	396,951		4,049	99%
ACIEA Revenues	5,000	3,658	11,069		(6,069)	221%
Dog Tags & Fees	30,000	2,370	27,050		2,950	90%
Municipal Court Fines and Fees	1,153,400	70,579	808,682		344,718	70%
Law Enforcement	796,384	113,367	691,170		105,214	87%
Parks	561,800	54,451	580,230		(18,430)	103%
Interest Income	22,000	244	45,697		(23,697)	208%
Proceeds from Sale of Assets	-	240	4,235		(4,235)	-
Insurance Proceeds	34,673	10,673	52,448		(17,775)	151%
Donations	12,036	-	12,037		(1)	100%
Act 833 Revenue	90,000	-	-		90,000	0%
Miscellaneous Revenues	140,964	8,025	121,069		19,895	86%
Transfers from Other Funds	423,000	-	317,250		105,750	75%
Total Revenues	31,989,257	4,162,728	27,033,787	-	4,955,470	85%
Expenditures						
Admin (Mayor, HR)	668,175	46,466	486,901	320	180,954	73%
Finance	445,568	23,733	384,364	-	61,204	86%
City Clerk/Treasurer	188,989	10,243	105,894	-	83,095	56%
City Council	100,767	6,227	66,480	-	34,287	66%
Planning	424,906	27,142	289,319	373	135,215	68%
Physical Plant	526,445	37,533	373,896	947	151,602	71%
Fleet Maintenance	156,763	17,739	138,172	979	17,613	88%
Information Technology	1,216,155	65,784	797,914	17,529	400,712	66%
Permits and Inspections	717,073	62,216	549,009	1,950	166,114	77%
Nondepartmental	763,384	83,177	713,152	13,859	36,373	93%
Police	11,484,200	905,460	9,308,236	30,453	2,145,511	81%
CEOC	1,074,954	80,926	878,290	90	196,574	82%
Animal Welfare	486,307	36,049	363,917	3,721	118,670	75%
Municipal District Court	874,792	65,688	686,807	221	187,763	79%
City Attorney	474,152	43,105	362,439	100	111,613	76%
Fire	9,959,071	691,421	7,663,061	73,353	2,222,657	77%
Parks	3,009,319	272,325	2,231,519	11,601	766,199	74%
Total Expenditures	32,571,020	2,475,234	25,399,371	155,495	7,016,154	78%
Net Revenue/(Expense)	(581,762)		1,634,417			

*All figures are unaudited

Notes:

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

City of Conway
General Fund
2017



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-17-14	1/24/17	Diversity training for police and fire	16,000
O-17-34	3/28/17	Fuel tank repair	2,600
O-17-40	4/11/17	Mosquito abatement program	150,000
O-17-41	4/11/17	Generator repairs at CEOC	6,664
O-17-42	4/11/17	Civil service testing	5,400
O-17-55	5/9/17	Repair roof at City Hall	125,000
O-17-62	5/23/17	Health benefit premium increase	140,241
O-17-72	6/27/17	Civil service testing	2,600
O-17-73	6/27/17	New HVAC unit at CEOC	15,000
			<u>\$ 463,505</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended October 31, 2017



Cash - Operating	5,331,048
Cash - Reserve	2,011,965
Petty Cash	715
Taxes Receivable	3,362,084
Accounts Receivable	4,211,027
Due from Other Funds	31,156
Due from Street	31,453
Due from Component Unit	294,539
Fleet Inventory	15,539
Fuel Inventory	25,192
General Inventory	585
<i>Assets</i>	<u>15,315,305</u>
Accounts Payable	(51,186)
Salaries Payable	236,327
Insurance and Benefits Payable	60,192
Held for Others - Performance Bonds	12,700
Event Deposits	1,170
Due to County - PILOT	183,263
Due to Other Funds	5,768
Deferred Revenue	4,045,383
<i>Liabilities</i>	<u>4,493,617</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	6,821,688
<i>Fund Balance</i>	<u>10,821,688</u>
<i>Total Liabilities & Fund Balance</i>	<u>15,315,305</u>

*All figures are unaudited

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



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under		%
		Activity	Date		Budget	Expend/Collect	
Ad Valorem Tax	1,500,000	210,625	729,461		770,539		49%
Payments in Lieu of Tax	15,000	-	-		15,000		0%
State Tax Turnback	2,683,474	332,842	2,093,409		590,065		78%
AHTD 1/2 Cent Sales Tax Turnback	1,100,000	-	839,588		260,412		76%
Severance Tax	75,000	14,841	138,470		(63,470)		185%
Sales Tax	250,000	23,029	222,053		27,947		89%
Sign Permits	500	-	150		350		30%
Engineering Fees	5,000	1,125	18,225		(13,225)		365%
Insurance Proceeds	-	-	3,055		(3,055)		-
Interest Income	20,000	-	34,732		(14,732)		174%
Miscellaneous Revenues	1,505	1,964	13,117		(11,612)		872%
Total Revenues	5,650,479	584,425	4,092,260	-	1,558,219		72%
Expenditures							
Personnel Costs	2,587,824	158,996	1,664,994	-	922,831		64%
Other Operating Costs	3,512,036	139,172	1,962,987	111,314	1,437,736		56%
Total Operating Costs	6,099,860	298,168	3,627,980	111,314	2,360,566		59%
Capital Outlay	1,247,577	541,064	592,408	25,632	629,537		47%
Total Expenditures	7,347,437	839,231	4,220,388	136,946	2,990,104		57%
Net Revenue/(Expense)	(1,696,958)		(128,128)				

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2017



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-17-34	3/28/17	Fuel tank repair	2,600
O-17-47	5/9/17	Increased transportation for Boys & Girls Club	13,000
O-17-50	5/9/17	Finish Smith & Spencer Reconstruction	139,000
O-17-62	5/23/17	Health benefit premium increase	11,583
O-17-97	9/12/17	Right of way acquisition for College/Salem roundabout	154,239
O-17-102	9/12/17	Finish 6th Street overpass	1,000,000
			<u>\$ 1,320,422</u>

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



Cash - Operating	4,284,110
Taxes Receivable	47,108
Accounts Receivable	1,375,074
<i>Assets</i>	<u>5,706,293</u>
Accounts Payable	(3,472)
Salaries Payable	18,500
Insurance and Benefits Payable	8,342
Due to Other Funds	10,841
Due to General	31,453
Deferred Revenue	1,375,073
<i>Liabilities</i>	<u>1,440,737</u>
<i>Fund Balance</i>	4,265,556
<i>Total Liabilities & Fund Balance</i>	<u>5,706,293</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended October 31, 2017



Revenues	<u>Budget</u>	<u>Month</u>		<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u>	
		<u>Activity</u>	<u>Encumbered</u>			<u>Budget</u>	<u>% Expend/Collect</u>
Sanitation Fees	8,750,000	776,145	7,437,585		1,312,415	85%	
Proceeds - Recycled Materials	540,000	84,302	712,301		(172,301)	132%	
Landfill Fees - General	200,000	21,994	181,219		18,781	91%	
Insurance Proceeds	5,733	-	6,479		(746)	113%	
Loan Proceeds	-	-	1,850,743		(1,850,743)	-	
Interest Income	50,000	-	70,516		(20,516)	141%	
Proceeds from Sale of Assets	-	-	94,255		(94,255)	-	
Miscellaneous Revenues	-	36	15,519		(15,519)	-	
Total Revenues	9,545,733	882,476	10,368,617	-	(822,884)	109%	
Expenditures							
Personnel Costs	3,869,162	285,810	3,146,342	-	722,820	81%	
Other Operating Costs	<u>3,646,496</u>	<u>188,012</u>	<u>2,687,903</u>	<u>113,731</u>	<u>844,862</u>	<u>74%</u>	
Total Operating Costs	7,515,658	473,822	5,834,245	113,731	1,567,682	78%	
Capital Outlay	<u>4,169,969</u>	<u>122,502</u>	<u>289,739</u>	<u>548,782</u>	<u>3,331,448</u>	<u>7%</u>	
Total Expenditures	11,685,627	596,325	6,123,984	662,513	4,899,130	52%	
Net Revenue/(Expense)	(2,139,894)		<u>4,244,633</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
2017



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-17-62	5/23/17	Health benefit premium increase	\$ 31,212

City of Conway
 Balance Sheet - Sanitation
 For the month ended October 31, 2017



Cash - Operating	6,834,730
Petty Cash	200
Post Closure Cash Account	5,656,723
Accounts Receivable	(1,140)
Due from Other Funds	68
Due from Component Unit	750,000
General Inventory	2,122
Land & Buildings	2,484,109
Infrastructure	1,043,647
Machinery and Equipment	3,915,471
Vehicles	448,244
Deferred Outflows of Resources	1,454,446
<i>Assets</i>	<u>22,588,620</u>
Accounts Payable	1,684
Salaries Payable	41,143
Insurance and Benefits Payable	18,906
Compensated Absences	168,607
Net Pension Obligation	9,286,388
Deferred Inflows of Resources	637,180
Due to Other Funds	7,891
Landfill Close/Post Close	8,524,931
<i>Liabilities</i>	<u>18,686,730</u>
<i>Net Assets</i>	<u>3,901,890</u>
<i>Total Liabilities and Net Assets</i>	<u>22,588,620</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 October 31, 2017



	<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	13,000	1,492	8,891		4,109	68%
Airport Fuel Sales	600,000	55,906	618,198		(18,198)	103%
T-Hangar Rent	118,000	15,262	104,331		13,669	88%
Community Hangar Rent	25,000	700	13,974		11,026	56%
Ground Leases	125,000	-	110,966		14,035	89%
Insurance Proceeds	3,681	-	-		3,681	0%
Miscellaneous Revenues	13,000	540	8,475		4,525	65%
Total Revenues	897,681	73,901	864,835	-	32,846	96%
Expenditures						
Personnel Costs	216,013	18,927	199,762	-	16,251	92%
Fuel for Resale	431,000	64,781	503,540	-	(72,540)	117%
Other Operating Costs	157,881	5,785	78,843	1,073	77,965	50%
Total Operating Costs	804,894	89,493	782,144	1,073	21,677	97%
Capital Outlay	-	-	-	-	-	0%
Total Expenditures	804,894	89,493	782,144	1,073	21,677	97%
Net Revenue/(Expense)	92,787		82,691			

*All figures are unaudited

Notes:

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

City of Conway
Airport Fund
2017



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-17-59	5/23/17	Study of the Lollie levee	\$ 10,000
O-17-60	5/23/17	New windcone and pole	\$ 5,500
O-17-62	5/23/17	Health benefit premium increase	\$ 1,608
			<u>\$ 17,108</u>

City of Conway
 Balance Sheet - Airport
 For the month ended October 31, 2017



Cash - Operating	458,871
Taxes Receivable	2,020
Accounts Receivable - Fuel Vendor	5,542
Due from Other Funds	733
Land	1,607,274
Buildings	4,652,909
Machinery & Equipment	477,842
Vehicles	16,454
Infrastructure	25,425,821
Construction in Progress	52,066
<i>Assets</i>	<u>32,699,532</u>
Salaries Payable	2,268
Insurance and Benefits Payable	1,552
Compensated Absences	5,127
Due to General	800
Accrued Interest Payable	108,986
Notes Payable	2,750,000
<i>Liabilities</i>	<u>2,868,733</u>
<i>Fund Balance</i>	<u>29,830,799</u>
<i>Total Liabilities & Fund Balance</i>	<u>32,699,532</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
For the month ended October 31, 2017



Parks and Rec A&P Tax

Balance, 9/30/17	2,827,270
Receipts	266,355
Payments	(743,257)
Balance, 10/31/17	\$2,350,368

Pay as you go Sales Tax

Balance, 9/30/17	3,042,593
Receipts	293,181
Payments	(134,312)
Balance, 10/31/17	\$3,201,462

Street Impact Fees

Balance, 9/30/17	954,601
Receipts	34,021
Payments	-
Balance, 10/31/17	\$ 988,622

Parks Impact Fees

Balance, 9/30/17	463,008
Receipts	11,837
Payments	-
Balance, 10/31/17	\$ 474,844



City of Conway, Arkansas
Ordinance No. O-17- _____

AN ORDINANCE VACATING PORTIONS OF THE NORTH-SOUTH ALLEYWAY IN BLOCK 6 AND ALL OF THE NORTH-SOUTH ALLEYWAY IN BLOCK 8, BURNS ADDITION; AND FOR OTHER PURPOSES:

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

Whereas, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the alleyways or the portions thereof, hereinbefore described, have heretofore been dedicated to the public use as alleyways herein described; have not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the properties abutting upon the portions of the Rights-of-Way to be vacated have been afforded the opportunity to file with the council their written consent to the abandonment; and the public interest and welfare will not be adversely affected by the abandonment of these portions of the Rights-of-Way.

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons its rights, together with the rights of the public generally, in and to the portions of public Rights-of-Way designated as follows:

[portion north-south alleyway in Block 6, Burns Addition]

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

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

[north-south alleyway in Block 8, Burns Addition]

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

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

Section 3: A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

PASSED this 28th day of November, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



10 ft.

ALLEY TO BE VACATED


SUTTON ST

HAMILTON ST

THIS PORTION TO REMAIN OPEN

10 ft.

SPRUCE ST




**City of Conway
Planning & Development**

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER.

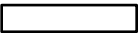
THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. THIS DOCUMENT IS TO BE USED FOR REFERENCE PURPOSES ONLY.

www.cityofconway.org/pages/planning-development
www.cityofconway.org/pages/gis




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Feet

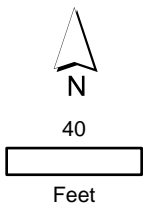



**City of Conway
Planning & Development**

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www.cityofconway.org/pages/planning-development
www.cityofconway.org/pages/gis



N

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Feet



October 17, 2017

DHTC Development
Riley Shantz
Conway, AR 72034

RE: Abandonment of Easement

Ms. Shantz,

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

Thank You,

John Martinez Jr.

Gas Operations Leader



Lynda Palmer

AT&T Arkansas
Mgr.-OSP Plng & Engr Design
Right-of-Way
Joint Use of Poles

1111 West Capitol, Rm 941
Little Rock, AR 72201
Phone: (501) 373.5255
Fax: (501) 373.0229 Fax
lynda.palmer@att.com

October 17, 2017

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

sent via email

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

Dear Mr. Patrick:

RE: Alley closures – Pine Street neighborhood

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

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

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

Sincerely,

CC: crshantz@me.com

Lanny Page, AT&T Engineer

attachments:



October 23, 2017

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

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

Dear Mayor Castleberry:

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

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

A handwritten signature in blue ink that reads 'Leslie Guffey'.

Leslie Guffey
Engineering and Planning

cc: Riley Shantz

11.3.2017

Memo

To
Bryan Patrick

From
B. Finley Vinson, P.E.

CC
Riley Shantz

Re
Vacating two alleys

Comments:

I have no objections to the closing of the alleys between Sutton St. and Hamilton St. and Factory St. and Lincoln St. between Siebenmorgan Rd. and Spruce St.

City of Conway Street & Engineering Department

(501) 450-6165
100 E Robins St, Conway, AR 72032

www.cityofconway.org/pages/street-department/
finley.vinson@cityofconway.org





PETITION OF WRITTEN CONSENT FOR THE VACATING OF STREETS/ALLEYS
FOR THE INTENT OF PUBLIC USE

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

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

Signatures of abutting property owners:

	Name	Address
✓	Spencer Hawks	LOT 1-A BLK 8 BURNS ADDN, AGAPE REPLAT AND 607 Siebenmorgan
✓	Marcus Wright	1421 Lincoln
	Garmela Forte	1407 Lincoln <i>Not a contiguous Neighbor</i>
	Artis Pilgrim	622 Spruce
	James Hogan	624 Spruce & 814 Spruce
✓	Shirley Daniel	810 Spruce
✓	William Thomas	1415 Hamilton
✓	Modern Trends	1419 Hamilton
✓	Brandon Reeves	809 Siebenmorgan
✓	<i>Elmer Joe Swaffar</i> Elmer Joe Swaffar	PART OF LOT 11 BLOCK 8 BURNS ADDN
	<i>James B. Hogan</i> James B. Hogan	624 Spruce <i>James B. Hogan</i>



PETITION OF WRITTEN CONSENT FOR THE VACATING OF STREETS/ALLEYS
FOR THE INTENT OF PUBLIC USE

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

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

Signatures of abutting property owners:

Name	Address
See attached	Spencer Hawks
See attached	LOT 1-A BLK 8 BURNS ADDN, AGAPE REPLAT AND 607 Siebenmorgan
<i>Carolyn J. Black</i>	Carolyn Black
	1421 Lincoln
	1407 Lincoln Not a contiguous neighbor
	Garnela Forte
	Artis Pilgrim
	622 Spruce
	James Hogan
	624 Spruce & 814 Spruce
<i>Shirley Daniel</i>	Shirley Daniel
	810 Spruce
<i>William Thomas</i>	William Thomas
	1415 Hamilton
	Modern Trends
	1419 Hamilton
See attached	Brandon Reeves
	809 Siebenmorgan
	EJ Swaffer
	Parcel 710-01585-000, Lot 11 Bk 8 Burns Addition




**PETITION OF WRITTEN CONSENT FOR THE VACATING OF STREETS/ALLEYS
FOR THE INTENT OF PUBLIC USE**

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

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

Signatures of abutting property owners:

Name	Address
	LOT 1-A BLK 8 BURNS ADDN, AGAPE REPLAT AND 607 Siebenmorgan

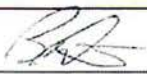


PETITION OF WRITTEN CONSENT FOR THE VACATING OF STREETS/ALLEYS
FOR THE INTENT OF PUBLIC USE

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James Hogan	624 Spruce & 814 Spruce
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William Thomas	1415 Hamilton
Modern Trends	1419 Hamilton
 Brandon Reeves	809 Siebenmorgan



PETITION OF WRITTEN CONSENT FOR THE VACATING OF STREETS/ALLEYS
FOR THE INTENT OF PUBLIC USE

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

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

Signatures of abutting property owners:

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<u>Marcus Wright</u>	<u>1421 Lincoln</u>
<u>Carmela Forte</u>	<u>1407 Lincoln</u>
<u>Artis Pilgrim</u>	<u>622 Spruce</u>
<u>James Hogan</u>	<u>624 Spruce & 814 Spruce</u>
<u>Shirley Daniel</u>	<u>810 Spruce</u>
<u>William Thomas</u>	<u>1415 Hamilton</u>
<u><i>Katisha S. Jones</i> Modern Trends</u> Modern Trends	<u>1419 Hamilton</u>
<u>Brandon Reeves</u>	<u>809 Siebenmorgan</u>
<u>Elmer Joe Swaffar</u>	<u>PART OF LOT 11 BLOCK 8 BURNS ADDN</u>
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PETITION OF WRITTEN CONSENT FOR THE VACATING OF STREETS/ALLEYS
FOR THE INTENT OF PUBLIC USE

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

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

Signatures of abutting property owners:

Name	Address
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<u>Marcus Wright</u>	<u>1421 Lincoln</u>
<u>Carmela Forte</u>	<u>1407 Lincoln</u>
<u>Artis Pilgrim</u>	<u>622 Spruce</u>
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<u>Brandon Reeves</u>	<u>809 Siebenmorgan</u>
<u>Elmer Joe Swaffar</u>	<u>PART OF LOT 11 BLOCK 8 BURNS ADDN</u>
<u> </u>	<u> </u>
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<u> </u>	<u> </u>



**City of Conway, Arkansas
Resolution No. R-17-___**

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A PORTION OF THE NORTH 7.5 FOOT UTILITY EASEMENT ON LOT 18, LACHOSWKY SUBDIVISION, IN THE CITY OF CONWAY, ARKANSAS:

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by L & W Development, LLC, to abandon a portion of the north 7.5 foot utility easement on Lot 18, Lachowsky Subdivision, within the corporate limits of the City of Conway, Arkansas; and

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

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the 12th day of December, 2017 at 6:30 pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the matter prescribed by law.

PASSED this 28th day of November, 2017.

Approved:

Mayor Bart Castleberry



Attest:


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



Easements

Status

-  Open
-  Pending Closure




**City of Conway
Planning & Development**

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER.

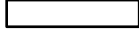
THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. THIS DOCUMENT IS TO BE USED FOR REFERENCE PURPOSES ONLY.

www.cityofconway.org/pages/planning-development
www.cityofconway.org/pages/gis



N

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Feet



**City of Conway, Arkansas
Ordinance No. O-17-_____**

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

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

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

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

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

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

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

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

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

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

Passed this 28th day of November, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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

**CITY OF CONWAY
APPLICATION FOR PRIVATE CLUB PERMIT**

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

Red Robin - Conway Club, Inc. 82-3448245
Non-Profit Corporation FEIN #

APPLICANT ON BEHALF OF CLUB
First Angela Middle Denise Last Steed

HOME ADDRESS
Street 1144 Hwy 216 City Houston Zip 72070 County Perry

BUSINESS NAME
Red Robin

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

Does the club own the premises? YES NO

If leased, give name and address of owner: PBEJ LR Red LLC 10220 W. 87th St. Overland Park,
** In addition, there is a ground lease. A copy of all leases and subleases are attached. KS 66212*

Is your establishment primarily engaged in the business of serving food for consumption on the premises?
Yes

Does anyone now hold an alcoholic beverage permit at this location? No If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Paul W. Khoury	President	4965 W. 132nd TER, Leawood, KS 66209
Tom Petersen	Treasurer	12734 King, Overland Park, KS 66213
Brian Flavin	Secretary	431 E 69th TER, Kansas City, MO 64131

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES NO If yes, please explain -

Signed this 22nd day of November, 2017.

Angela Q. Steed
Signature of Applicant/Managing Agent

Official Title

Subscribed and sworn to before me this 22nd day of November, 2017.

[Signature]
Notary Public

My Commission Expires: 1-9-25:



11.13.2017

Memo

To
Bart Castleberry

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
Stone Dam Creek Trail
Extension

Comments:

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





HALFF[®]

**PROFESSIONAL SERVICES
AGREEMENT**

PROJECT

NAME: Stone Dam Creek Trail

CLIENT: City of Conway

ADDRESS: 100 East Robins, Conway, AR 72032 (501) 450-6165

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

SCOPE OF

SEE EXHIBIT A – SCOPE OF SERVICES

SERVICES:

SEE EXHIBIT B – HOURLY RATE SCHEDULE

SEE EXHIBIT C – STANDARD TERMS AND CONDITIONS

COMPENSATION to be on a basis of:

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

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

Accepted for **CLIENT**

By: _____

Name: _____

Title: _____

Date: _____

Accepted for **HALFF Associates, Inc.**

By:  _____

Name: JAMES E. ARBUTTLE, Sr.

Title: VICE PRESIDENT

Date: 11/6/17

Exhibit A – Scope of Work

Project Scope

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

Phase 1

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

Task 1 – Survey

Provide topographic survey along the south side of Stone Dam Creek from Mimosa Drive to South German Lane. Survey data will be provided in accordance with City of Conway requirements and standards and will include the following subtasks:

- Establish project control
- Provide topographic survey of all surface features within the project areas identified above
- Title search
- Locate all subsurface structures/utilities and overhead utilities, including their easements and/or rights-of-way within the project limits
- Confirm ROW and property corners within the project corridor per property boundaries provided by the city.
- Determine existing right-of-way from title information provided by title company per original plats.
- Acquisition documents or permanent easements will be prepared as needed.

Task 2 – Concept Plans (30% Complete)

A conceptual plan will be developed showing the approximate layout of the improvements and approaches, along with proposed modifications to access locations and parking for surrounding properties along the trail. The layout will also address the trail intersection with South Donaghey Road and the trail terminus at South German Road. Providing sidewalk access to the Woodland Springs subdivision will also be included. The layout will be imposed on an aerial image/survey of the area. Preliminary layouts for the trail crossing at South Donaghey Avenue will include the following options:

Option 1: Bridge modifications for Trail Crossing Under Existing South Donaghey Bridge

Scope:

- Soil nail retaining wall at existing embankment
- Retaining wall Plan and Profile
- Retaining wall Design
- Site specific geotech report
- A hydraulic analysis by others to determine wall configuration is acceptable

Assumption/Exclusions:

- Existing bridge plans will be provided
- Wall type will be soil nail

Option 2: Hawk Signal for Trail Crossing South Donaghey

Scope:

- Hawk Signal at Donaghey south of Stone Dam Creek

Option 3: Bridge Replacement for Trail Crossing South Donaghey

Scope:

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

Assumptions:

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

Option 4 Bridge Replacement Plus Pedestrian Bridge Stone Dam Creek*

Scope:

- Provide abutment designs for 1- 90' pedestrian bridge over Stone Dam Creek
- Will provide layout, typical section and abutment details
- Site specific geotech information to be provided by others
- Trail alignment to be set by Halff Associates

Assumptions/Exclusions:

- Bridge to be prefabricated

**To provide access to trail from Woodland Springs Subdivision if existing Donaghey Bridge is used.*

Additionally, a preliminary layout for the future trail crossing at South German Lane will also be included. The two options for this crossing will be a hawk signal and a new bridge crossing.

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

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

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

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

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

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

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

Phase 2

After the City has approved the design option identified in Phase 1, then Phase 2 of the project will include the design development and final plans for the selected option.

Task 3 – Design Development Plans (60% Complete)

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

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

Task 4 – Final Plans (100% Complete)

Based on the approved 60% Design Development Documents and Preliminary Cost Estimate, Consultant shall prepare Construction Documents to a 100% level of completion for components consisting of:

- A. Construction plan sheets anticipated for the project include:
 - a. Typical Sections
 - b. Special Details
 - c. Plan and Profile
 - d. Cross Sections
 - e. Grading
 - f. Planting Plans
- B. Technical Specifications will follow ArDOT standard specifications. Special provisions will be added as necessary for describing elements of the proposed work not covered in ArDOT's standard specifications.
- C. Although front end documents are not included in this scope of work, effort for developing general notes to be included in the plan set is included.
- D. The Consultant will provide one (1) updated probable cost opinion based on the approved construction documents.
- E. Deliverables include (two) sets of half-size 100% review prints for review.
- F. After final review, the Consultant will provide the Client one (1) full set of sealed and signed construction drawings (11"x17"), one (1) project manual of special provisions with bid item list in 8.5"X11" format in digital .pdf format and one electronic file of the construction

documents in electronic CADD format compatible with City's CAD standards for drawings and Word format for specifications.

Exclusions

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

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

Estimated Fee Schedule

Phase I

Task 1 – Survey	\$9,600.00
Task 2 – Concept Plans	\$37,500.00
Expenses	\$6,646.55
<i>Subtotal (included in overall totals for each option below)</i>	\$53,746.55

Phase 2

Task 3 & 4 – Design Development Plans and Final Plans

Option 1 Reuse Existing Bridge w/o Ped Access to North (Preferred) –	
1. Design Development Plans	\$53,500.00
2. Final Plans	\$19,500.00
<i>(Preferred Option) Total</i>	\$126,746.55
 Option 2 Hawk Signal	
1. Design Development Plans	\$49,500.00
2. Final Plans	\$19,500.00
Total	\$122,746.55
 Option 3 New Donaghey Bridge	
1. Design Development Plans	\$92,000.00
2. Final Plans	\$23,500.00
Total	\$169,246.55
 Option 4 New Donaghey Bridge and Pedestrian Bridge	
1. Design Development Plans	\$101,000.00
2. Final Plans	\$24,500.00
Total	\$179,246.55

MAXIMUM CONTRACT AMOUNT NOT TO EXCEED - \$179,246.55

Halff Associates, Inc.
EXHIBIT B
Hourly Rate Schedule

<u>Classification</u>	<u>Rate</u>
Senior Technical Advisor-QA/QC	\$215
Project Manager	\$165
Senior Project Engineer	\$190
Project Engineer	\$150
EIT	\$105
Senior Structural Engineer	\$200
Structural Engineer	\$160
Senior Environmental Scientist	\$165
Environmental Scientist	\$100
Senior Landscape Architect	\$165
Landscape Architect	\$110
RPLS	\$110
Survey Technician	\$75
2-Man Survey Crew	\$125
CADD Technician	\$85
Clerical	\$65

EXHIBIT C
Standard Terms and Conditions

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

WITNESSETH:

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

- 1. Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
- 2. Services to be Performed by Engineer.** Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit B**" which services may include, but will not be limited to, those services normally rendered by an engineer to a municipality in the state of Arkansas. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.
- 3. Compensation** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.
It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.
Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.
- 4. Client's Obligations.** The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use all information and services provided by the Client or the Client's representatives. Engineer is required to verify receipt of client-provided information from the City.
- 5. Termination of Work** - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.
- 6. Ownership of Documents** - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates,

shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

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

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

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

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

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

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

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

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

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

15. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal,

or unenforceable provision had never been contained in this Agreement.

16. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article 9. Indemnification and Article 20. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

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

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

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

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

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

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



**City of Conway, Arkansas
Ordinance No. O-17- _____**

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE +/- 19.77 ACRES LOCATED IN THE 1200 BLOCK OF COVINGTON WAY FROM I-3 TO MF-3:

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

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

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

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

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

PASSED this 28th day of November, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



1201 OAK STREET • CONWAY, AR 72032
(501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

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

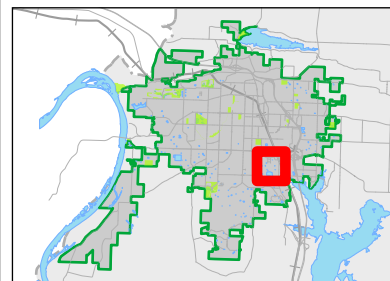
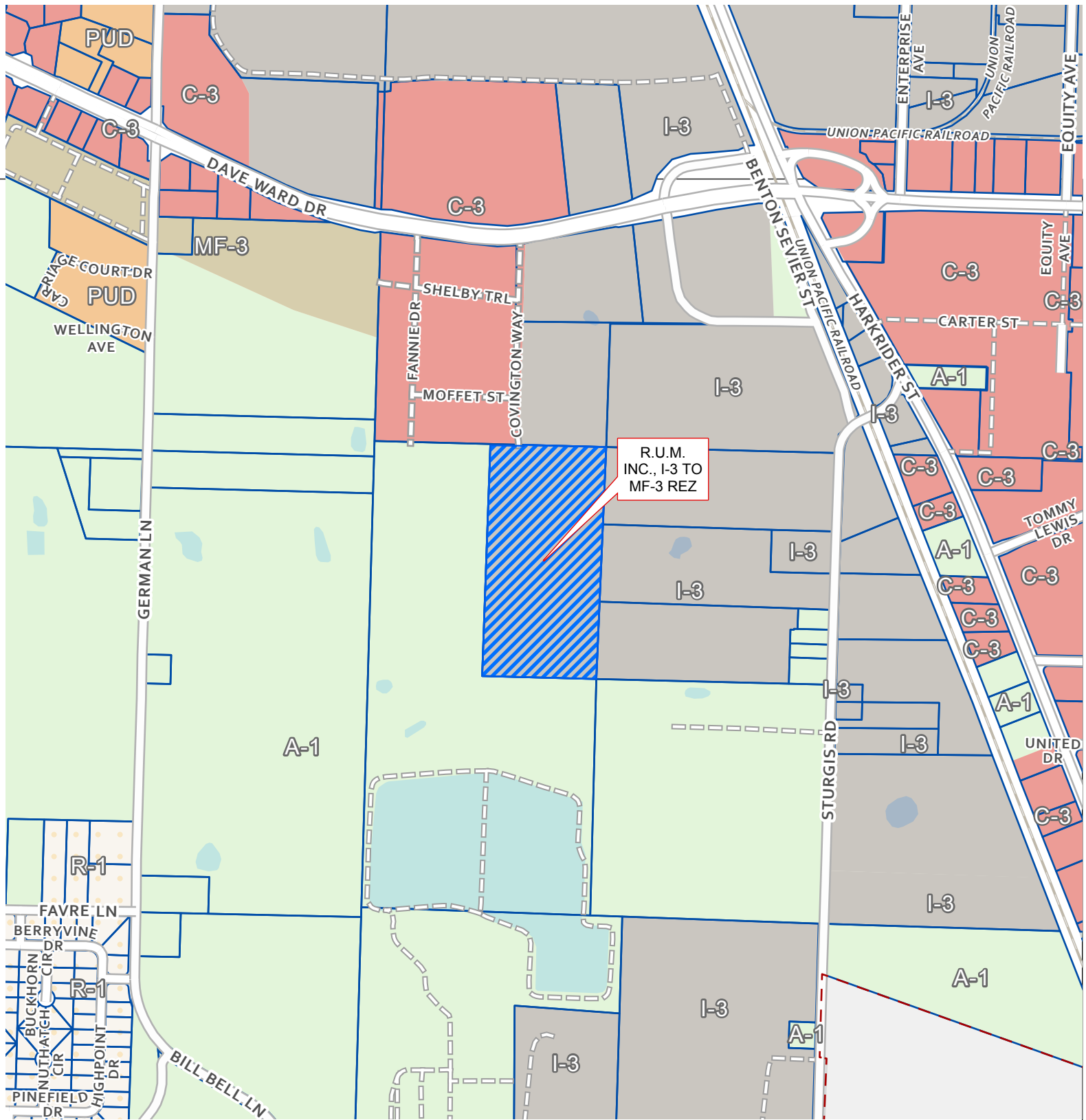
Re: Request to rezone from I-3 to MF-3 the +/- 19.77 acres located in the 1200 block of Covington Way

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

Being a part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, T-5-N, R-13-W, Faulkner County, Arkansas more particularly described as beginning at the NE corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence S2 degrees 18'04"W 1320.0 feet; thence N89 degrees 23'30"W 646.24 feet; thence N01 degrees 56'58"E 1328.88 feet; thence S88 degrees 35'51"E 654.32 feet to the point of beginning containing 19.77 acres more or less.

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

Please advise if you have any questions.



DESCRIPTION
 Planning Commission
 Review
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 19.77 ac.

Residential		Industrial	
R-1	MF-1	I-1	
R-2A	MF-2	RU-1	
R-2	MF-3	I-3	
HR	RMH		
SR			
Commercial		Office	
C-1	O-1		
C-2	O-2		
C-3	O-3		
C-4			
Special			
	SP		
	S-1		
	A-1		
	PUD		
	TJ		

City of Conway
Planning & Development
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 NOV 2017



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 (501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

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

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

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

TRACT 1:

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

TRACT 2:

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

TRACT 3:

A part of the NE1/4 SE1/4 of Section 14, T-5-N, R-14-W, Faulkner County, Arkansas, being more particularly described as commencing at the northeast corner of said NE1/4 SE1/4 and running thence N87°53'44"W, along the north line of said NE1/4 SE1/4, 418.28 feet; thence S01°58'24"W, 64.29 feet to the south right of way of highway #60 and the point of beginning; thence continue S01°058'24"W, 458.41 feet; thence N87°54'32"W, 250.61 feet; thence N01°054'01"E, 458.50 feet

to the south right of way of said highway; thence run S87°53'20"E, 251.19 feet to the point of beginning. Said tract contains 2.64 acres more or less.

TRACT 4:

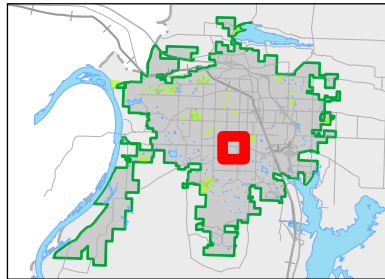
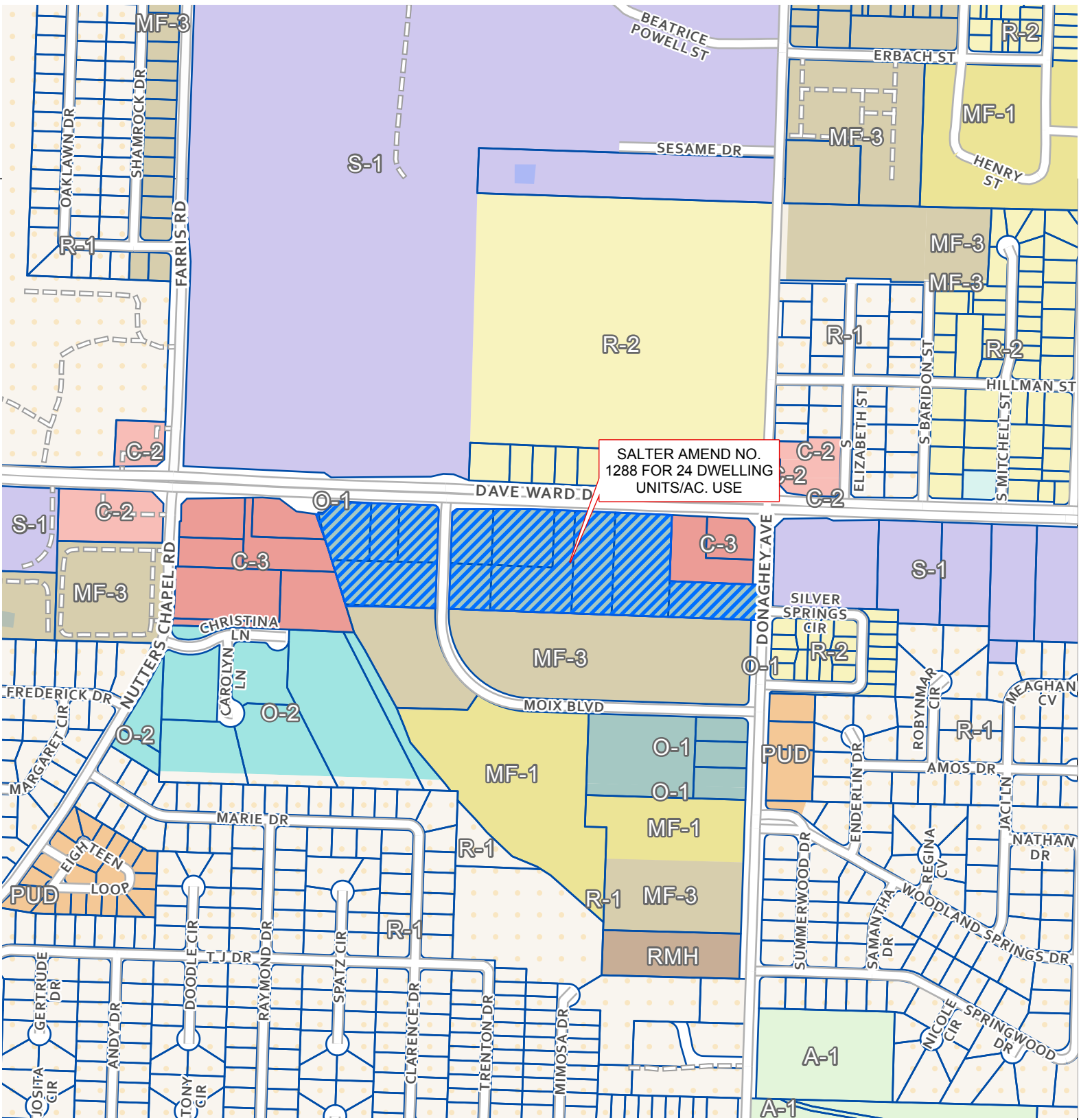
A part of the NE1/4 SE1/4 of Section 14, Township 5 North, Range 14 West, Faulkner County, Arkansas, described as beginning 366 feet south of the northeast corner of said NE1/4 SE1/4, and running thence south 156 feet; thence west 418 feet; thence north 156 feet; thence east 418 feet to the point of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

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

Conditions attached to the Conditional Use Permit:


1. Multi-family units limited to 216 units.

Please advise if you have any questions.




DESCRIPTION
 Planning Commission
 Review
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 12.4 ac.

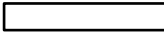
Residential		Industrial	
R-1	MF-1	I-1	
R-2A	MF-2	RU-1	
R-2	MF-3	I-3	
HR	RMH		
SR			
Commercial		Office	
C-1	O-1	SP	
C-2	O-2	S-1	
C-3	O-3	A-1	
C-4		PUD	
		TJ	



City of Conway
Planning & Development
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NOV 2017



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 (501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

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

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

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

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

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

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

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

15. No signage is allowed on Prince Street other than signage allowed on the dumpster enclosure located at the Southeast corner of the property.

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

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

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

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

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

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

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

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

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

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

24. East-facing windows only on second story of Lots 4-7. East-facing and south-facing windows only on second story of Lots 1-3.

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

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

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

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

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

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

Please advise if you have any questions.

From: Bryan Patrick Bryan.Patrick@cityofconway.org
Subject: Re: Club Villas PUD Notice of Appeal
Date: October 17, 2017 at 2:53 PM
To: landonsanders@conwaycorp.net
Cc: Beth Sketoe Beth.Sketoe@cityofconway.org



Landon,

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

Bryan

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

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

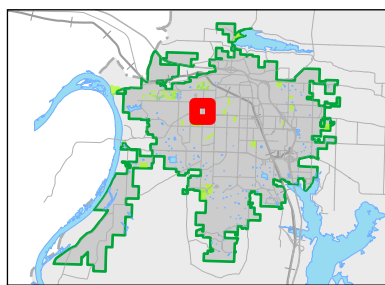
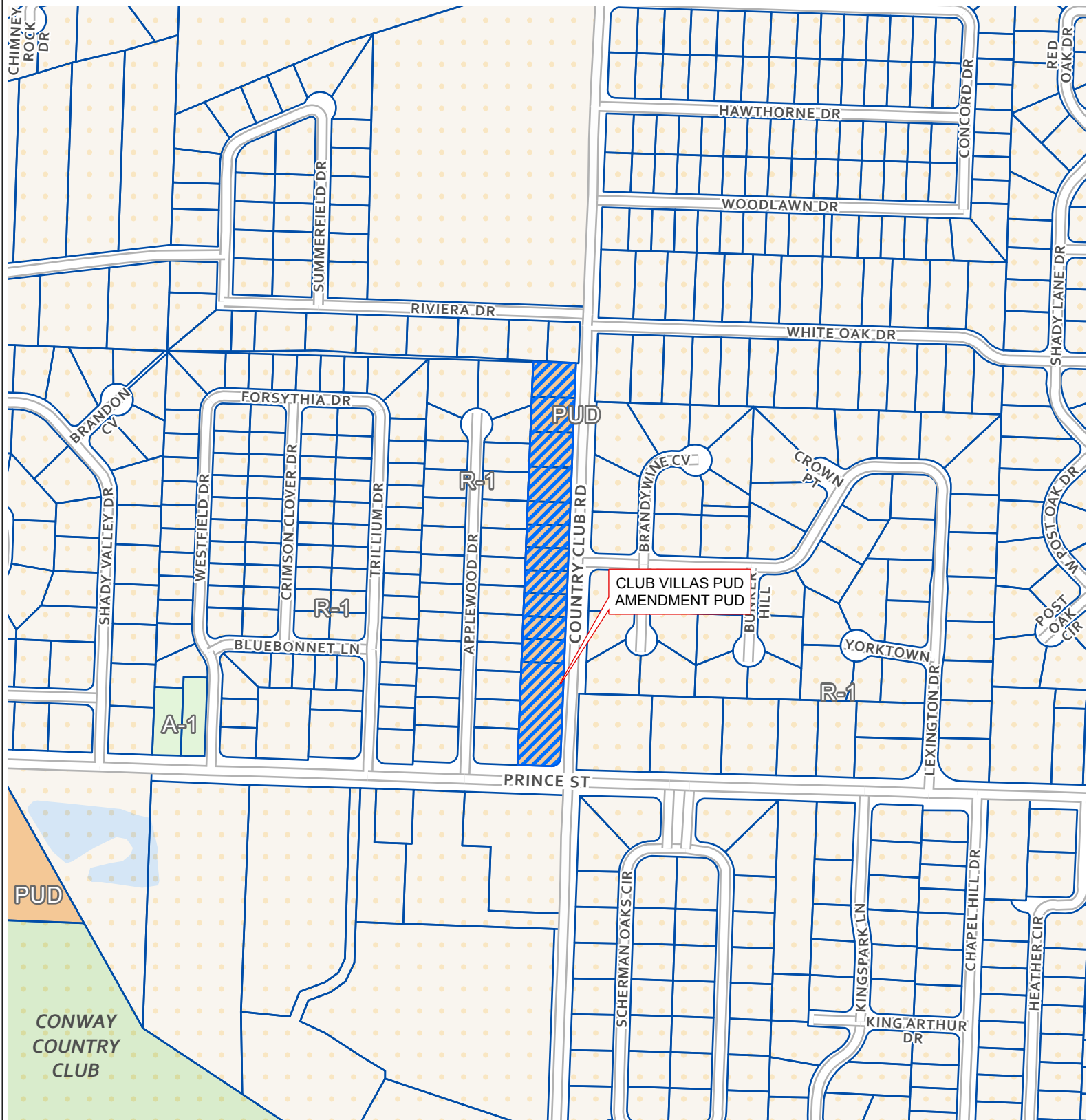
Mr. Patrick,

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

Sincerely,

--

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



DESCRIPTION

PLANNING COMMISSION
REVIEW

3.94 ac.

Residential		Industrial	
R-1	MF-1	I-1	
R-2A	MF-2	RU-1	
R-2	MF-3	I-3	
HR	RMH		
SR			
Commercial		Office	
C-1	O-1	SP	
C-2	O-2	S-1	
C-3	O-3	A-1	
C-4		PUD	
		TJ	

**City of Conway
Planning & Development**

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OCT 2017