



City of Conway, Arkansas
Resolution No. R-23-42

A RESOLUTION AUTHORIZING THE MAYOR OF CONWAY TO SIGN AN AGREEMENT FOR AN IMPACT FEE CREDIT AGREEMENT BETWEEN RUSH-HAL DEVELOPMENT, LLC, THE HAROLD HALTER CRAFTON REVOCABLE TRUST, AND THE CITY OF CONWAY, ARKANSAS FOR LANDS END SUBDIVISION PHASE I; AND FOR OTHER PURPOSES

Whereas, the Impact Fee Ordinance as amended by Ordinance No. O-04-38, passed on the 27th day of April, 2004 states that “All impact fee credits shall have a reading at one regularly scheduled City Council meeting prior to its passage and approval at any subsequent regularly scheduled City Council meeting”; and

Whereas, the Impact Fee Credit Agreement was presented and provided to the City Council of the City of Conway on the 11th day of July, 2023 at a regularly scheduled meeting; and

Whereas, the Impact Fee Credit Agreement was reviewed by the City Engineer, Director of Planning and Development, and the City Attorney, and appears to demonstrate all minimum requirements as defined in Section 12 of the City of Conway Subdivision Code; and

Whereas, Lands End is a multiphase development at the intersection of Padgett Road and Tyler Street for which the City requested full extension of Tyler Street to the west end of the Lands End addition, lengthening the street to follow the Master Street Plan in which requisite ancillary construction of storm drain, sidewalks, etc. were also completed.

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

Section 1. The City Council of the City of Conway authorizes the Mayor of Conway to sign said agreement to authorize said Impact Fee Credit Agreement.

Section 2. The Director of Permitting or a representative thereof, in conjunction with the Director of Planning and Development, shall maintain a record of impact fees credited and notify the developer, or subsequent owner of the development as defined within Section 12 of the City of Conway Subdivision Code, when all fees are expended.

Section 3. The maximum impact fees credited per this contract shall be defined herein as an attachment of this resolution, also known as “Exhibit A”. Also see Exhibits B & C herein.

PASSED this 8th day of August 2023.

Approved:


Mayor Bart Castleberry

Attest:


Michael O. Garrett
City Clerk/Treasurer

IMPACT FEE CREDIT AGREEMENT

THIS IMPACT FEE CREDIT AGREEMENT, (hereinafter referred to as this "Agreement") is entered into between **Rush-Hal Development, LLC**, an Arkansas Limited Liability Company, the **Harold Halter Crafton Revocable Trust** (hereinafter collectively referred to as "*the Applicant*"), and the **City of Conway, Arkansas** (hereinafter referred to as the "*City*") to be effective as of _____, 2023 (the "*Effective Date*").

RECITALS:

A. The applicant is the developer of Lands End, an addition to the City of Conway, Phase I of which is created pursuant to the Plat recorded on March 22, 2023, in the real estate records of Faulkner County, Arkansas, as Document Number P202300019 (along with future phases, if any, hereinafter referred to as the "*Neighborhood*")

B. Lands End is a multiphase development at the intersection of Padgett Road and Tyler Street. The city requested full extension of Tyler Street to the west end of the Lands End addition, lengthening the street to follow the Master Street Plan. Requisite ancillary construction of storm drain, sidewalks, etc. were also completed as demonstrated in Exhibit "A" as attached and incorporated hereto. The applicant has conveyed the roadways of the development in fee simple to the City.

C. The City has enacted Ordinance O-03-98, levying road and park impact fees upon Impact-Generating Development within the City of Conway (hereinafter referred to as the "*Ordinance*").

D. Pursuant to Article VI, Section 12(K)(1)(a) of the Ordinance, developers of major roadway improvements (as defined by the Ordinance) are entitled to credits (hereinafter referred to as the "*Credit*") against impact fees otherwise payable under the Ordinance ("*Impact Fees*" – both street and park).

E. The City and The Applicant desire to enter into this Agreement to evidence their determination that the street work on Tyler Street is a Major Roadway System Improvement, that development within the Neighborhood and all properties included in Exhibit "B" as attached and incorporated hereto are entitled to the Credit and the amount of the Credit.

Exhibit A: Impact Fee Credit Agreement (2 of 3)

NOW, THEREFORE, in consideration of the recitals herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The street work for Tyler Street with the subdivision of Lands End is a Major Roadway System Improvement (as defined by the Ordinance), qualifying the Neighborhood and The Applicant for the Credit:
2. The City hereby acknowledges that The Applicant is eligible for a Credit in the amount of \$342,886.14. The amount of the Credit is determined pursuant to Section 12(K)(2) of the Ordinance based on the cost of construction and development of the Roadway System;
3. The City hereby approves awarding the Applicant a Credit to offset Road Impact Fees, not to exceed \$342,886.14 (the "Awarded Credit"), otherwise applicable to Impact-Generating Development (as defined by the Ordinance) within the Subdivision, in addition to current and future phases of the real properties attached in Exhibit "B" as attached and incorporated hereto. The Applicant shall have the exclusive right to use the Awarded Credit, provided that the Applicant may in its sole discretion assign the right to use the designated amount of the Awarded Credit to offset the Road Impact Fee applicable to a project developed by the assignee within the Subdivision and current and future phases of the real properties attached in Exhibit "B" as attached and incorporated hereto. Any such assignment shall be in writing signed by the Applicant or its successors and assigns and delivered to the City Planning Department or other department serving as administrator of Road Impact Fees. The Awarded Credit shall also be available to the Applicant and its designated successors and assigns to offset Road Impact Fees applicable to Impact-Generating Development in any and all future phases of the Subdivision, in addition to current and future phases of the real properties attached in Exhibit "B" as attached and incorporated hereto.
4. The Applicant will not be reimbursed for any excess Credit beyond the Road Impact Fees that would otherwise be due from the Applicant or its assigns from Impact Generating Development in the above referenced property.

[Signature Page Follows]

Exhibit A: Impact Fee Credit Agreement (3 of 3)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

Rush-Hal Development, LLC

By: _____
Harold H. Crafton, Operating Manger

Harold Halter Crafton Revocable Trust

By: _____
Harold H. Crafton, Trustee

City of Conway, Arkansas

By: _____
Bart Castleberry, Mayor

ATTEST:

By: _____
City Clerk/Treasurer

THIS INSTRUMENT PREPARED BY:

Landon T. Sanders
Ark. Bar No. 2016131
The Sanders Firm PLLC
306 Salem Rd., Suite 106
Conway, Arkansas 72034
(501) 327-2704

Exhibit B: Project Area



Landon T. Sanders, J.D. Attorney at Law
Preston T. Sanders, J.D. Attorney at Law

**Costs Incurred by Applicant,
Rush-Hal Development, LLC and the Harold Halter Crafton Revocable Trust**

The Applicant incurred costs in the amount of **\$342,886.14** for the following:

Street improvements for Tyler Street starting at the intersection of Tyler Street & Padgett Road; thence west to Southwinds Drive. Project area as seen in **Exhibit A below.**

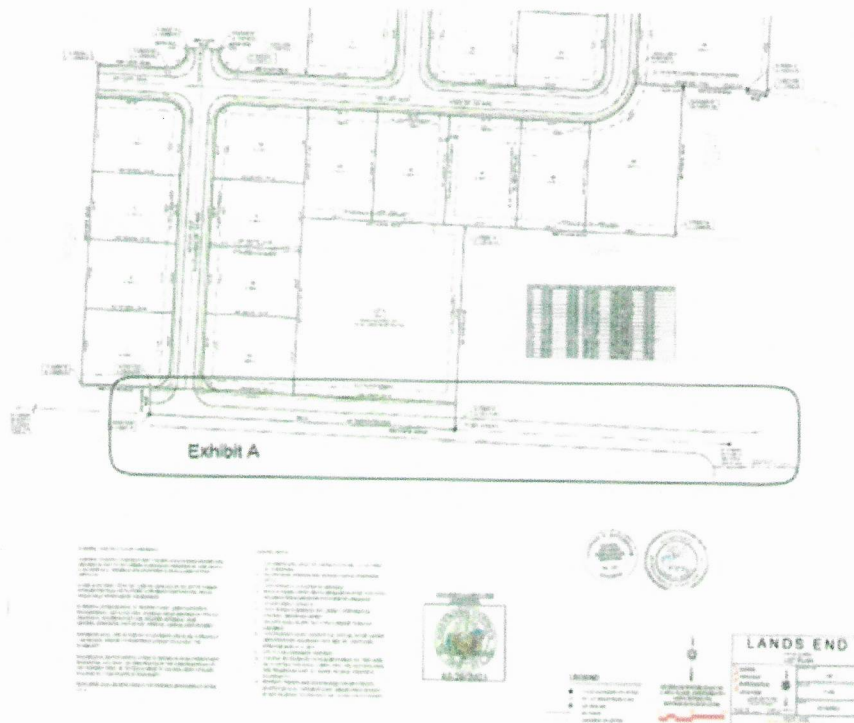


Exhibit C: Legal Descriptions (1 of 2)



Landon T. Sanders, J.D. Attorney at Law
Preston T. Sanders, J.D. Attorney at Law

Exhibit "B"
TO
IMPACT FEE CREDIT AGREEMENT

1. LANDS END SUBDIVISION;
2. LUXE LANDING, otherwise described as:

Part of the Southeast Quarter of the Northeast Quarter of Section 21, Township 5 North, Range 14 West, Faulkner County, Arkansas, being more particularly described as follows: Commencing at the Southeast Corner of the Southeast Quarter Northeast Quarter, thence along the East line of said Southeast Quarter Northeast Quarter North 02 Degrees 10 Minutes 08 Seconds East a Distance of 748.00 feet to the point of beginning, thence continue along said East Line North 02 Degrees 10 Minutes 08 Seconds East a distance of 467.94 feet, thence leaving said East Line North 87 degrees 38 Minutes 13 Seconds West a distance of 63.38 feet, thence South 76 Degrees 37 Minutes 35 Seconds West a Distance of 108.46 feet; Thence South 64 Degrees 23 Minutes 16 Seconds West a Distance of 306.43 feet, thence South 68 Degrees 06 Minutes 12 Seconds West a Distance of 69.23 feet, thence South 21 Degrees 36 minutes 41 Seconds East a Distance of 294.50 feet, Thence South 88 Degrees 03 Minutes 00 Seconds East a Distance of 383.45 feet to the point of beginning; containing 4.11 acres, more or less.

3. Part of the $W\frac{1}{2} W\frac{1}{2} SW\frac{1}{4}$; Section 33, T6N, R13W, Faulkner County, Arkansas being more particularly described as follows: Beginning at the Southwest corner of said $W\frac{1}{2} W\frac{1}{2} SW\frac{1}{4}$; thence North 01 degrees 35 minutes 38 seconds East along the West line of said $W\frac{1}{2} W\frac{1}{2} SW\frac{1}{4}$, a distance of 2089.55 feet to the center line of Lower Ridge Road; thence South 86 degrees 44 minutes 56 seconds East, along said center line, a distance of 659.53 feet to a point on the East line of said $W\frac{1}{2} W\frac{1}{2} SW\frac{1}{4}$; thence South 01 degrees 28 minutes 18 seconds West along said east line, a distance of 2071.22 feet to the Southeast corner of said $W\frac{1}{2} W\frac{1}{2} SW\frac{1}{4}$; thence North 88 degrees 20 minutes 29 seconds West along the South line of said $W\frac{1}{2} W\frac{1}{2} SW\frac{1}{4}$, a distance of 663.67 feet to the point of beginning.

Exhibit C: Legal Descriptions (2 of 2)



Landon T. Sanders, J.D. Attorney at Law
Preston T. Sanders, J.D. Attorney at Law

4. 1550 Old Military Road - York Military Road Property.

Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, T5N, R14W, Faulkner County, Arkansas, being more particularly described as follows: Beginning at the West $\frac{1}{4}$ corner of said Section 22; thence run South 89 degrees 37 minutes 11 seconds East, 25.00 feet to the East right of way line of Old Military Road and also the point of beginning; thence continue South 89 degrees 37 minutes 11 seconds East, 466.69 feet; thence South 00 degrees 00 minutes 00 seconds West, 466.70 feet; thence North 89 degrees 37 minutes 11 seconds West, 466.69 feet to the East right of way line of Old Military Road; thence North 00 degrees 00 minutes 00 seconds East along said right of way line 466.70 feet to the point of beginning, containing 5 acres, more or less.

5. Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 5 North, Range 14 West, Faulkner County, Arkansas being more particularly described as follows: Commencing at the Northwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ run from thence South 87 degrees 39 minutes 07 seconds East, along the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, 491.69 feet to the point of beginning; thence continue along said North line, 663.35 feet; thence run South 01 degree 52 minutes 10 seconds West, parallel to the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ 1322.72 feet to the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence run North 87 degrees 35 minutes 32 seconds West, along said South line, 1130.05 feet to the East right of way line of Old Military Road; thence run North 01 degree 52 minutes 10 seconds East, parallel to the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, 854.84 feet; thence leaving said right of way, run South 87 degrees 39 minutes 07 seconds East, parallel to the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, 466.69 feet; thence run North 01 degree 52 minutes 10 seconds East parallel to the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, 466.70 feet to the point of beginning. Said tract contains 29.30 acres, more or less.