

Aldermen

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



Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett

City of Conway, Arkansas  
5:30pm -- Committee Meeting:

**TBA**

6:30pm -- City Council Meeting  
Courtroom in District Court Building  
810 Parkway, Conway, AR 72034  
August 12<sup>th</sup>, 2008

1. Call to Order
2. Roll Call
3. Minutes: *July 22<sup>nd</sup>, 2008*
4. Recognition of Guests: *"Special Recognition -- Robbie Powell"*
5. Public Hearings:
6. Report of Standing Committees:
  - A. Economic Development Committee (Airport, Conway Corporation, CDC, Downtown Partnership)
    1. Resolution certifying local government endorsement of business to participate in tax back programs. *(Resolution to be provided prior to meeting)*
  - B. Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)
    1. Consideration to accept the low bid from J's Construction for Sturgis Road Improvements. (The Meadows Corporate Office).
    2. Ordinance to rezone property located at 1827 Hairston Avenue from R-2A to R-2.
    3. Ordinance to rezone property located at 805 Donaghey, 809 Donaghey, and 2106 Robinson from R-2A to O-2.
    4. Consideration of a conditional use permit for an eating place with pickup window for property located at 805 Donaghey, 809 Donaghey, and 2106 Robinson.
    5. Consideration of a conditional use permit for an adult day care providing professional services to the mentally ill for property located at 132 Lower Ridge Road.
    6. Ordinance amending street design standards and sidewalk requirements of the Conway Subdivision Ordinance.
    7. Consideration of allowing Campus Crest a rezoning rehearing to go back before the Planning Commission for development located at 2730 Dave Ward Drive.

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

1. Consideration to pursue certain debts owe to the Conway Sanitation Department.
2. Consideration of providing compensation to Limestone Partners, LLC for damages caused to property located in downtown Conway between Mike's Place & Quinn Insurance buildings.
3. Consideration of entering into an agreement with Steve Robertson to provide an after-hours presence at Cadron Settlement Park.
4. Consideration of amending the agreement with KONE for the service of the elevators in City Hall & at the McGee Center & Don Owens Sports Complex.
5. Ordinance appropriating donated funds from First State Bank to the Parks & Recreation Department.
6. Consideration of increasing the reservation fees of City Park Pavilions operated by the Conway Parks Department.

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

1. Ordinance appropriating funds for leased space for the South Donaghey (Station 6) for the Conway Fire Department.
2. Ordinance accepting insurance proceeds from the AR Municipal League vehicle program for the Conway Police Department.
3. Ordinance accepting court ordered forfeiture assets for the Conway Police Department.

**7. Old Business**

**8. New Business**

- A. Resolution declaring the intent of the City to dedicate all natural gas severance tax state turn-back funds that accretes to Conway for alternative transportation facilities and services.
- B. Resolution declaring the City of Conway intent for adopting an action plan for a bicycle friendly community.
- C. Consideration to authorize the Mayor to pursue an agreement with ESG for energy savings methods for the City of Conway.

**Adjournment**



**CITY OF CONWAY  
STREET AND ENGINEERING DEPT.**

100 East Robins • Conway, AR 72032  
501-450-6165 • Fax 501-513-3566

Ronnie D. Hall, P.E.  
City Engineer

August 6, 2009

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

Re: Meadows Corporate Center Offsite Street Improvements  
Sturgis Road and Stanley Russ Road

Dear Mayor Townsell,

Bids were received at 10:00 AM, Wednesday, August 6, 2008 at Conway City Hall for the above referenced project. This project involves the construction of 6,000 feet of 36' curbed street along Stanley Russ Road from Bill Bell Lane to Sturgis Road and along Sturgis Road from Stanley Russ Road thru the Meadows Corporate Center entrance. A sidewalk is included along one side of the road. These street improvements are part of the commitment to infrastructure improvements required for the Hewlett Packard project. The ten bids received are listed below and detailed on the enclosed bid tabulation.

J's Construction Co.	\$1,028,987.67
Millsap Construction, Inc.	\$1,083,566.00
Tom Lindsey Contractor, Inc.	\$1,165,359.60
Robinson Backhoe & Dozer Service	\$1,171,900.75
Paladino-Nash, Inc.	\$1,246,908.10
Jerico, Inc.	\$1,291,471.59
F.P. Bivens Construction Co.	\$1,334,315.00
JCI Construction, Inc.	\$1,367,435.00
Township Builders	\$1,394,374.00
Big River Construction, Inc.	\$1,518,918.50
Engineers Estimate	\$1,383,335.00

Due to uncertainty in asphalt prices, asphalt was not included in the above bid. Bids for asphalt will be taken when the project is ready for paving. The estimated cost of the asphalt is \$360,000. The total project cost would be about \$1,400,000.

I recommend award of this bid to the low bidder J's Construction Company in the amount of \$1,028,987.67.

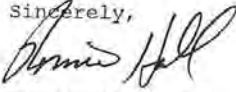
It is my understanding that the majority of the funding for this project is the remaining balance (approximately \$1,000,000) in the Industrial Infrastructure Improvement bonds with the remained from the "pay as we go" sales tax fund.

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Mayor Tab Townsell  
August 6, 2008  
Page 2

Please advise if you have questions or need additional information,

Sincerely,

A handwritten signature in cursive script, appearing to read "Ronnie Hall".

Ronnie Hall, P.E.

CITY OF CONWAY, ARKANSAS  
MEADOWS CORPORATE CENTER  
CONWAY, ARKANSAS  
OFFSITE STREET IMPROVEMENTS  
STURGIS ROAD & STANLEY RUSS ROAD

TABULATION OF BIDS RECEIVED AUGUST 6, 2008 10:00 AM

		J'S CONSTRUCTION				MILLSAP CONSTRUCTION		TOM LINDSEY CONTRACTOR		ROBINSON BACKHOE & DOZ		PALADINO-NASH, INC.		JERICO	
DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1 SITE PREPARATION	1	L.S.	\$69,459.97	\$69,459.97	\$57,500.00	\$57,500.00	\$66,000.00	\$66,000.00	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00	\$68,000.00	\$68,000.00	
2 UNCLASSIFIED EXCAVATION	15,400	C.Y.	\$6.50	\$100,100.00	\$6.00	\$92,400.00	\$8.00	\$123,200.00	\$8.50	\$130,900.00	\$8.00	\$123,200.00	\$13.50	\$207,900.00	
3 EMBANKMENT MATERIAL	4,000	C.Y.	\$5.00	\$20,000.00	\$6.00	\$24,000.00	\$6.00	\$24,000.00	\$8.50	\$34,000.00	\$8.00	\$32,000.00	\$8.40	\$33,600.00	
4 UNDERCUT & BACKFILL	6,000	C.Y.	\$7.75	\$46,500.00	\$8.00	\$48,000.00	\$2.00	\$12,000.00	\$12.00	\$72,000.00	\$15.00	\$90,000.00	\$12.50	\$75,000.00	
5 CRUSHED STONE BASE	13,000	TON	\$15.50	\$201,500.00	\$17.50	\$227,500.00	\$19.00	\$247,000.00	\$17.25	\$224,250.00	\$14.30	\$185,900.00	\$17.95	\$233,350.00	
6 ASPHALT	0	TON	not included	\$0.00	not included	\$0.00	not included	\$0.00	not included	\$0.00	not included	\$0.00	not included	\$0.00	
7 12" STORM DRAIN	450	L.F.	\$21.84	\$9,828.00	\$21.00	\$9,450.00	\$18.83	\$8,473.50	\$21.20	\$9,540.00	\$18.20	\$8,190.00	\$19.03	\$8,563.50	
8 15" STORM DRAIN	325	L.F.	\$21.50	\$6,987.50	\$25.00	\$8,125.00	\$24.80	\$8,060.00	\$25.55	\$8,303.75	\$22.50	\$7,312.50	\$23.35	\$7,588.75	
9 18" STORM DRAIN	900	L.F.	\$24.25	\$21,825.00	\$28.00	\$25,200.00	\$28.37	\$25,533.00	\$28.04	\$25,236.00	\$29.80	\$26,820.00	\$27.93	\$25,137.00	
10 24" STORM DRAIN	1,100	L.F.	\$33.80	\$37,180.00	\$37.50	\$41,250.00	\$39.52	\$43,472.00	\$34.26	\$37,686.00	\$42.75	\$47,025.00	\$38.24	\$42,064.00	
11 30" STORM DRAIN	1,420	L.F.	\$46.45	\$65,959.00	\$54.00	\$76,680.00	\$58.51	\$83,084.20	\$45.16	\$64,127.20	\$62.75	\$89,105.00	\$51.40	\$72,988.00	
12 36" STORM DRAIN	400	L.F.	\$61.23	\$24,492.00	\$67.50	\$27,000.00	\$79.31	\$31,724.00	\$64.14	\$25,656.00	\$87.20	\$34,880.00	\$71.00	\$28,400.00	
13 42" STORM DRAIN	190	L.F.	\$78.75	\$14,962.50	\$88.00	\$16,720.00	\$102.81	\$19,533.90	\$83.12	\$15,792.80	\$98.90	\$18,791.00	\$85.50	\$16,245.00	
14 42"x29" polymer coated cmp 14,ga.	24	L.F.	\$79.80	\$1,915.20	\$90.00	\$2,160.00	\$120.00	\$2,880.00	\$67.00	\$1,608.00	\$117.90	\$2,829.60	\$99.41	\$2,385.84	
15 18" R.C. Flared End Section	6	EA.	\$470.00	\$2,820.00	\$480.00	\$2,880.00	\$634.00	\$3,804.00	\$400.00	\$2,400.00	\$625.00	\$3,750.00	\$543.25	\$3,259.50	
16 STANDARD CURB INLET	28	EACH	\$1,850.00	\$51,800.00	\$1,750.00	\$49,000.00	\$2,440.00	\$68,320.00	\$1,900.00	\$53,200.00	\$1,925.00	\$53,900.00	\$1,865.00	\$52,220.00	
17 CURB INLET W/ 4' WING	8	EACH	\$2,044.00	\$16,352.00	\$1,975.00	\$15,800.00	\$2,440.00	\$19,520.00	\$2,100.00	\$16,800.00	\$1,925.00	\$15,400.00	\$2,200.00	\$17,600.00	
18 JUNCTION BOX	1	EACH	\$1,525.00	\$1,525.00	\$1,550.00	\$1,550.00	\$1,870.00	\$1,870.00	\$1,500.00	\$1,500.00	\$1,925.00	\$1,925.00	\$1,600.00	\$1,600.00	
19 CONCRETE CURB & GUTTER	12,000	L.F.	\$8.80	\$105,600.00	\$9.00	\$108,000.00	\$9.82	\$117,840.00	\$9.20	\$110,400.00	\$9.70	\$116,400.00	\$9.86	\$118,320.00	
20 CONCRETE SIDEWALK	3,500	S.Y.	\$29.42	\$102,970.00	\$29.00	\$101,500.00	\$30.00	\$105,000.00	\$28.00	\$98,000.00	\$37.00	\$129,500.00	\$32.00	\$112,000.00	
21 WHEEL CHAIR RAMP	250	S.F.	\$11.55	\$2,887.50	\$12.00	\$3,000.00	\$15.40	\$3,850.00	\$10.00	\$2,500.00	\$14.00	\$3,500.00	\$15.00	\$3,750.00	
22 CONCRETE DRIVEWAY	300	S.Y.	\$38.88	\$11,664.00	\$38.50	\$11,550.00	\$39.60	\$11,880.00	\$35.50	\$10,650.00	\$49.00	\$14,700.00	\$42.00	\$12,600.00	
23 MODULAR BLOCK RET. WALL	2,300	S.F.	\$18.95	\$43,585.00	\$24.00	\$55,200.00	\$18.55	\$42,665.00	\$19.50	\$44,850.00	\$28.10	\$64,630.00	\$28.00	\$64,400.00	
24 SILT FENCE	8,000	L.F.	\$2.00	\$16,000.00	\$3.00	\$24,000.00	\$3.50	\$28,000.00	\$3.00	\$24,000.00	\$3.00	\$24,000.00	\$3.40	\$27,200.00	
25 STONE BALLAST	1,000	TON	\$14.70	\$14,700.00	\$18.00	\$18,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$14.30	\$14,300.00	\$19.00	\$19,000.00	
26 FILL CONCRETE	100	C.Y.	\$112.75	\$11,275.00	\$98.00	\$9,800.00	\$220.00	\$22,000.00	\$75.00	\$7,500.00	\$130.00	\$13,000.00	\$98.00	\$9,800.00	
27 BALED STRAW	200	BALE	\$7.00	\$1,400.00	\$8.00	\$1,600.00	\$14.00	\$2,800.00	\$10.00	\$2,000.00	\$9.00	\$1,800.00	\$10.00	\$2,000.00	
28 SEEDING & MULCHING	6	ACRE	\$2,000.00	\$12,000.00	\$1,950.00	\$11,700.00	\$2,625.00	\$15,750.00	\$4,000.00	\$24,000.00	\$1,800.00	\$10,800.00	\$2,500.00	\$15,000.00	
29 CONSTRUCTION LAYOUT	1	L.S.	\$13,200.00	\$13,200.00	\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$22,500.00	\$22,500.00	\$10,000.00	\$10,000.00	
30 TRENCH & EXCAVATION SAFETY	1	L.S.	\$500.00	\$500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$1.00	\$1.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00	
<b>TOTAL</b>				\$1,028,987.67		\$1,083,566.00		\$1,165,359.60		\$1,171,900.75		\$1,246,908.10		\$1,291,471.59	

		F.P. BIVENS CONSTRUCTION				JCI		TOWNSHIP BUILDERS		BIG RIVER CONSTRUCTION,		Engineers Estimate	
DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1 SITE PREPARATION	1	L.S.	\$65,000.00	\$65,000.00	\$118,000.00	\$118,000.00	\$16,854.00	\$16,854.00	\$170,000.00	\$170,000.00	\$120,000.00	\$120,000.00	
2 UNCLASSIFIED EXCAVATION	15,400	C.Y.	\$7.50	\$115,500.00	\$10.00	\$154,000.00	\$5.00	\$77,000.00	\$12.50	\$192,500.00	\$10.00	\$154,000.00	
3 EMBANKMENT MATERIAL	4,000	C.Y.	\$8.50	\$34,000.00	\$9.00	\$36,000.00	\$11.00	\$44,000.00	\$16.00	\$64,000.00	\$8.00	\$32,000.00	
4 UNDERCUT & BACKFILL	6,000	C.Y.	\$13.50	\$81,000.00	\$10.00	\$60,000.00	\$16.00	\$96,000.00	\$21.00	\$126,000.00	\$12.00	\$72,000.00	
5 CRUSHED STONE BASE	13,000	TON	\$18.50	\$240,500.00	\$20.00	\$260,000.00	\$16.00	\$208,000.00	\$18.50	\$240,500.00	\$21.00	\$273,000.00	
6 ASPHALT	0	TON	not included	\$0.00	not included	\$0.00	not included	\$0.00	not included	\$0.00	not included	\$0.00	
7 12" STORM DRAIN	450	L.F.	\$20.00	\$9,000.00	\$24.00	\$10,800.00	\$42.00	\$18,900.00	\$18.35	\$8,257.50	\$20.00	\$9,000.00	
8 15" STORM DRAIN	325	L.F.	\$25.00	\$8,125.00	\$27.00	\$8,775.00	\$44.00	\$14,300.00	\$25.08	\$8,151.00	\$25.00	\$8,125.00	
9 18" STORM DRAIN	900	L.F.	\$30.00	\$27,000.00	\$30.00	\$27,000.00	\$47.00	\$42,300.00	\$32.30	\$29,070.00	\$30.00	\$27,000.00	
10 24" STORM DRAIN	1,100	L.F.	\$47.00	\$51,700.00	\$40.00	\$44,000.00	\$58.00	\$63,800.00	\$48.00	\$52,800.00	\$42.00	\$46,200.00	
11 30" STORM DRAIN	1,420	L.F.	\$67.00	\$95,140.00	\$54.00	\$76,680.00	\$75.00	\$106,500.00	\$70.35	\$99,897.00	\$60.00	\$85,200.00	
12 36" STORM DRAIN	400	L.F.	\$95.00	\$38,000.00	\$85.00	\$34,000.00	\$100.00	\$40,000.00	\$97.00	\$38,800.00	\$90.00	\$36,000.00	
13 42" STORM DRAIN	190	L.F.	\$120.00	\$22,800.00	\$100.00	\$19,000.00	\$130.00	\$24,700.00	\$120.00	\$22,800.00	\$100.00	\$19,000.00	
14 42"x29" polymer coated cmp 14,ga.	24	L.F.	\$100.00	\$2,400.00	\$120.00	\$2,880.00	\$105.00	\$2,520.00	\$157.00	\$3,768.00	\$65.00	\$1,560.00	
15 18" R.C. Flared End Section	6	EA.	\$500.00	\$3,000.00	\$1,200.00	\$7,200.00	\$900.00	\$5,400.00	\$700.00	\$4,200.00	\$700.00	\$4,200.00	
16 STANDARD CURB INLET	28	EACH	\$2,500.00	\$70,000.00	\$2,300.00	\$64,400.00	\$2,900.00	\$81,200.00	\$2,225.00	\$62,300.00	\$2,500.00	\$70,000.00	
17 CURB INLET W/ 4' WING	8	EACH	\$2,500.00	\$20,000.00	\$2,600.00	\$20,800.00	\$3,600.00	\$28,800.00	\$2,225.00	\$17,800.00	\$2,650.00	\$21,200.00	
18 JUNCTION BOX	1	EACH	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$6,300.00	\$6,300.00	\$1,700.00	\$1,700.00	\$4,000.00	\$4,000.00	
19 CONCRETE CURB & GUTTER	12,000	L.F.	\$12.90	\$154,800.00	\$11.00	\$132,000.00	\$16.00	\$192,000.00	\$9.10	\$109,200.00	\$10.00	\$120,000.00	
20 CONCRETE SIDEWALK	3,500	S.Y.	\$35.00	\$122,500.00	\$34.00	\$119,000.00	\$40.00	\$140,000.00	\$28.50	\$99,750.00	\$30.00	\$105,000.00	
21 WHEEL CHAIR RAMP	250	S.F.	\$15.00	\$3,750.00	\$12.00	\$3,000.00	\$20.00	\$5,000.00	\$13.50	\$3,375.00	\$15.00	\$3,750.00	
22 CONCRETE DRIVEWAY	300	S.Y.	\$38.00	\$11,400.00	\$40.00	\$12,000.00	\$58.00	\$17,400.00	\$36.00	\$10,800.00	\$40.00	\$12,000.00	
23 MODULAR BLOCK RET. WALL	2,300	S.F.	\$25.00	\$57,500.00	\$25.00	\$57,500.00	\$30.00	\$69,000.00	\$24.00	\$55,200.00	\$25.00	\$57,500.00	
24 SILT FENCE	8,000	L.F.	\$3.00	\$24,000.00	\$3.00	\$24,000.00	\$2.00	\$16,000.00	\$3.50	\$28,000.00	\$3.00	\$24,000.00	
25 STONE BALLAST	1,000	TON	\$20.00	\$20,000.00	\$25.00	\$25,000.00	\$20.00	\$20,000.00	\$24.25	\$24,250.00	\$25.00	\$25,000.00	
26 FILL CONCRETE	100	C.Y.	\$100.00	\$10,000.00	\$175.00	\$17,500.00	\$170.00	\$17,000.00	\$150.00	\$15,000.00	\$150.00	\$15,000.00	
27 BALED STRAW	200	BALE	\$10.00	\$2,000.00	\$12.00	\$2,400.00	\$15.00	\$3,000.00	\$5.50	\$1,100.00	\$8.00	\$1,600.00	
28 SEEDING & MULCHING	6	ACRE	\$2,200.00	\$13,200.00	\$2,000.00	\$12,000.00	\$4,400.00	\$26,400.00	\$1,850.00	\$11,100.00	\$2,500.00	\$15,000.00	
29 CONSTRUCTION LAYOUT	1	L.S.	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$18,500.00	\$18,500.00	\$20,000.00	\$20,000.00	
30 TRENCH & EXCAVATION SAFETY	1	L.S.	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$2,000.00	\$2,000.00	
<b>TOTAL</b>				\$1,334,315.00		\$1,367,435.00		\$1,394,374.00		\$1,518,918.50		\$1,383,335.00	



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

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO  
REZONE PROPERTY LOCATED AT 1827 HAIRSTON AVENUE FROM R-2A TO R-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 **R-2A** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Lots 18 and 19, Block 1, Anderson's Addition to the City of Conway,  
Faulkner County, Arkansas

to those of **R-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.

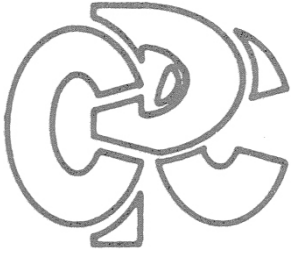
**PASSED** this 12<sup>th</sup> day of August, 2008.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



# CONWAY PLANNING COMMISSION

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

July 29, 2008

Council Members  
Conway, AR 72032

Dear Council Members:

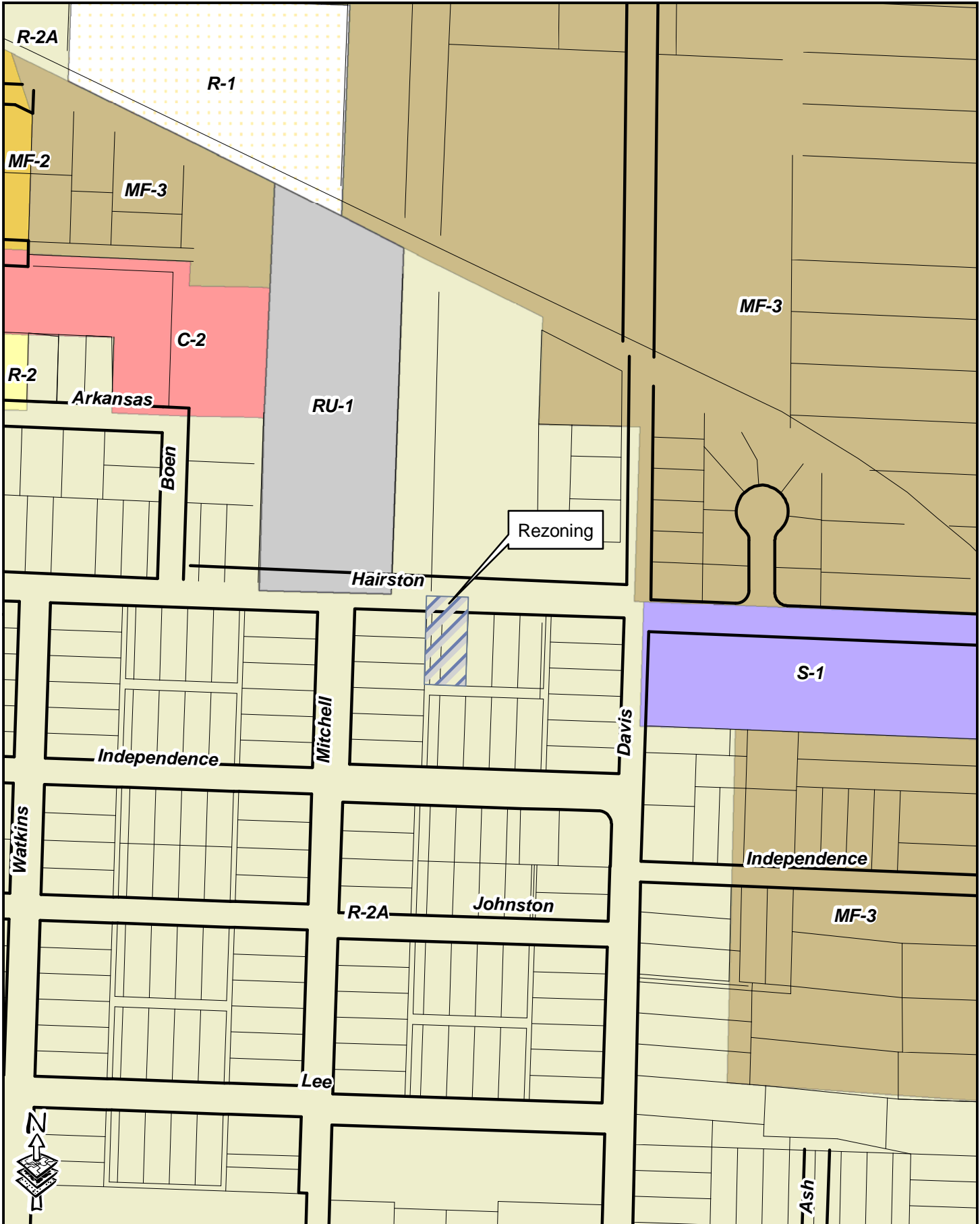
A request for rezoning from R-2A to R-2 for property located at 1827 Hairston Avenue with the legal description:

Lots 18 and 19, Block 1, Anderson's Addition to the City  
of Conway, Faulkner County, Arkansas

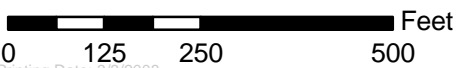
was reviewed by the Planning Commission at its regular meeting on July 21, 2008. The Planning Commission's final vote was 6 – 2 – 1 that this request be forwarded to the City Council with a recommendation for approval. Commissioners Sandy Mabry and Craig Cloud voted to deny the request on both motions to approve. The initial motion to approve this rezoning request failed to achieve a majority with a vote count of 5 – 3 – 1. Commissioner Todd Smithhart changed his vote to approval on the second motion and it achieved the necessary majority. Commissioner Richard Kirkman abstained from voting on both motions.

Submitted by,

Junior Storie, Chairman  
Planning Commission



**Kordsmeier Rezone  
R-2A to R-2**







City of Conway, Arkansas  
Ordinance No. O-08- \_\_\_\_\_

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 805 DONAGHEY, 809 DONAGHEY, AND 2106 ROBINSON FROM R-2A TO O-2:**

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

**SECTION 1:** The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **R-2A** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Part of Lot 1, in the SE¼ NE¼ NE¼ of Section 11, T-5-N, R-14-W, Faulkner County, Arkansas; more particularly described as beginning at a set ½" rebar at a point on the east line of Lot 1, which is 44.00 feet west and 472.70 feet south of the NE corner of said SE¼ NE¼ NE¼; thence along the south line of said Lot 1 S89°48'27"W 190.00 feet to a found 1" pipe; thence leaving said south line north 160.00 feet to a set ½" rebar; thence N89°48'27"E 190.00 feet to the point of beginning containing 0.70 acres more or less.

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

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

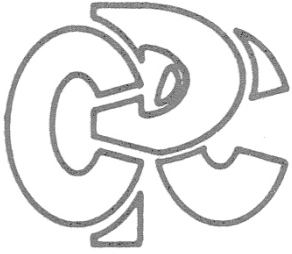
**PASSED** this 12<sup>th</sup> day of August, 2008.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



# CONWAY PLANNING COMMISSION

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

July 29, 2008

Council Members  
Conway, AR 72032

Dear Council Members:

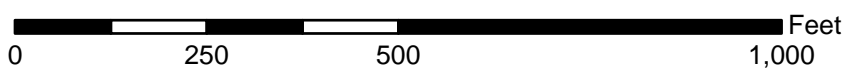
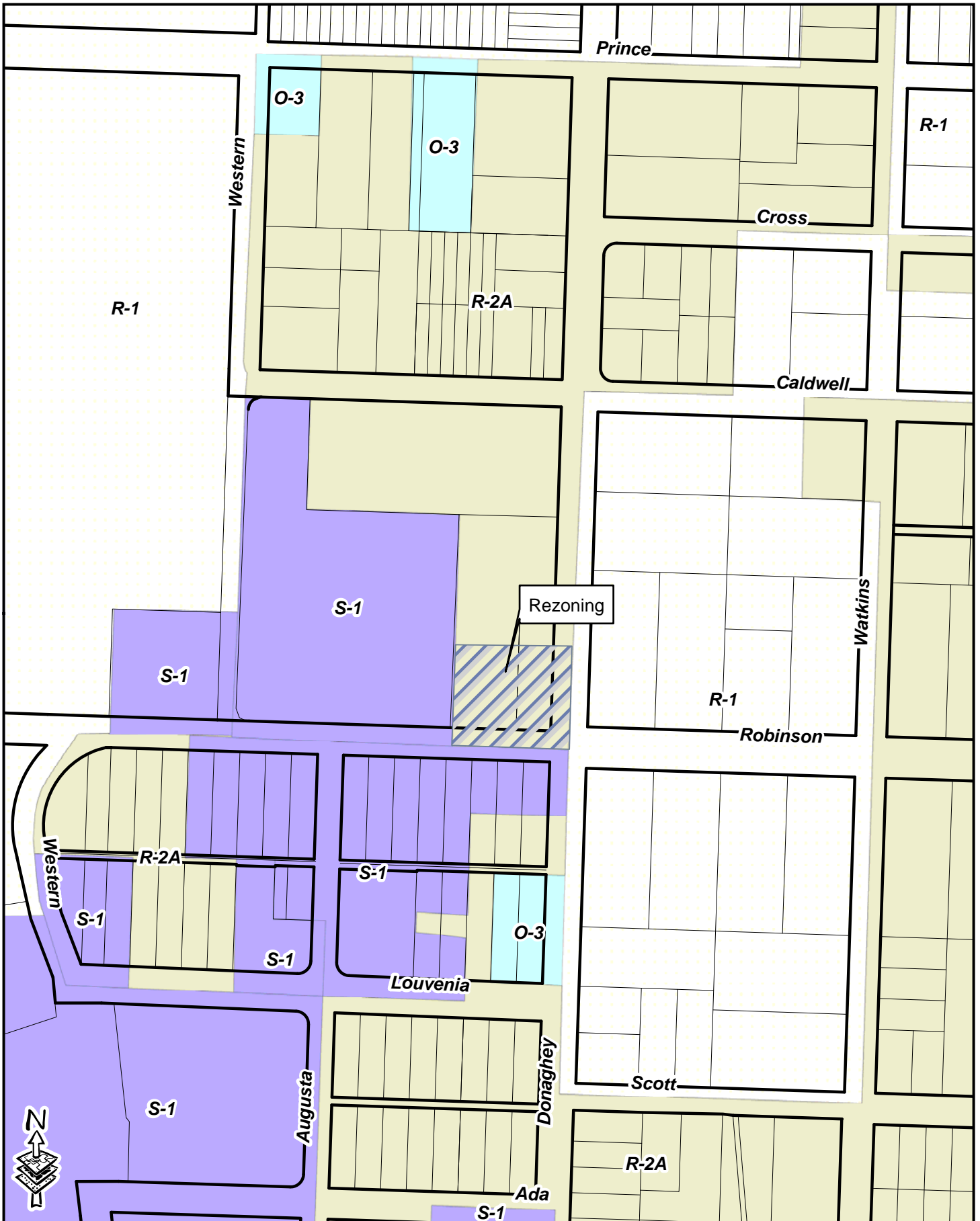
A request for rezoning from R-2A to O-2 for property located at 805 Donaghey, 809 Donaghey, and 2106 Robinson with the legal description:

Part of Lot 1, in the SE $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 11, T-5-N, R-14-W, Faulkner County, Arkansas; more particularly described as beginning at a set  $\frac{1}{2}$ " rebar at a point on the east line of Lot 1, which is 44.00 feet west and 472.70 feet south of the NE corner of said SE $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$ ; thence along the south line of said Lot 1 S89°48'27"W 190.00 feet to a found 1" pipe; thence leaving said south line north 160.00 feet to a set  $\frac{1}{2}$ " rebar; thence N89°48'27"E 190.00 feet to the point of beginning containing 0.70 acres more or less.

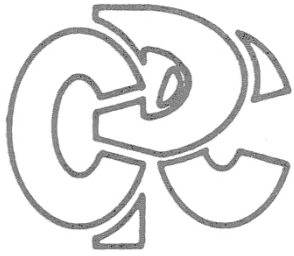
was reviewed by the Planning Commission at its regular meeting on June 16, 2008. The Planning Commission voted 7 – 0 that the request be forwarded to the City Council with a recommendation for approval. Public hearing on a conditional use request for the same property was also heard at the June meeting and held in committee until the July meeting. Planning Commission action is complete on both requests and both are submitted to the council for its consideration at the August 12, 2008 city council meeting.

Submitted by,

Junior Storie, Chairman  
Planning Commission



**Stobaugh  
R-2A to O-2 Rezoning**



6B-4

## CONWAY PLANNING COMMISSION

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

July 29, 2008

Council Members  
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit for an *eating place with pickup window* for property located at 805 Donaghey, 809 Donaghey, and 2106 Robinson with the legal description:

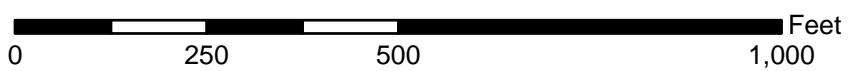
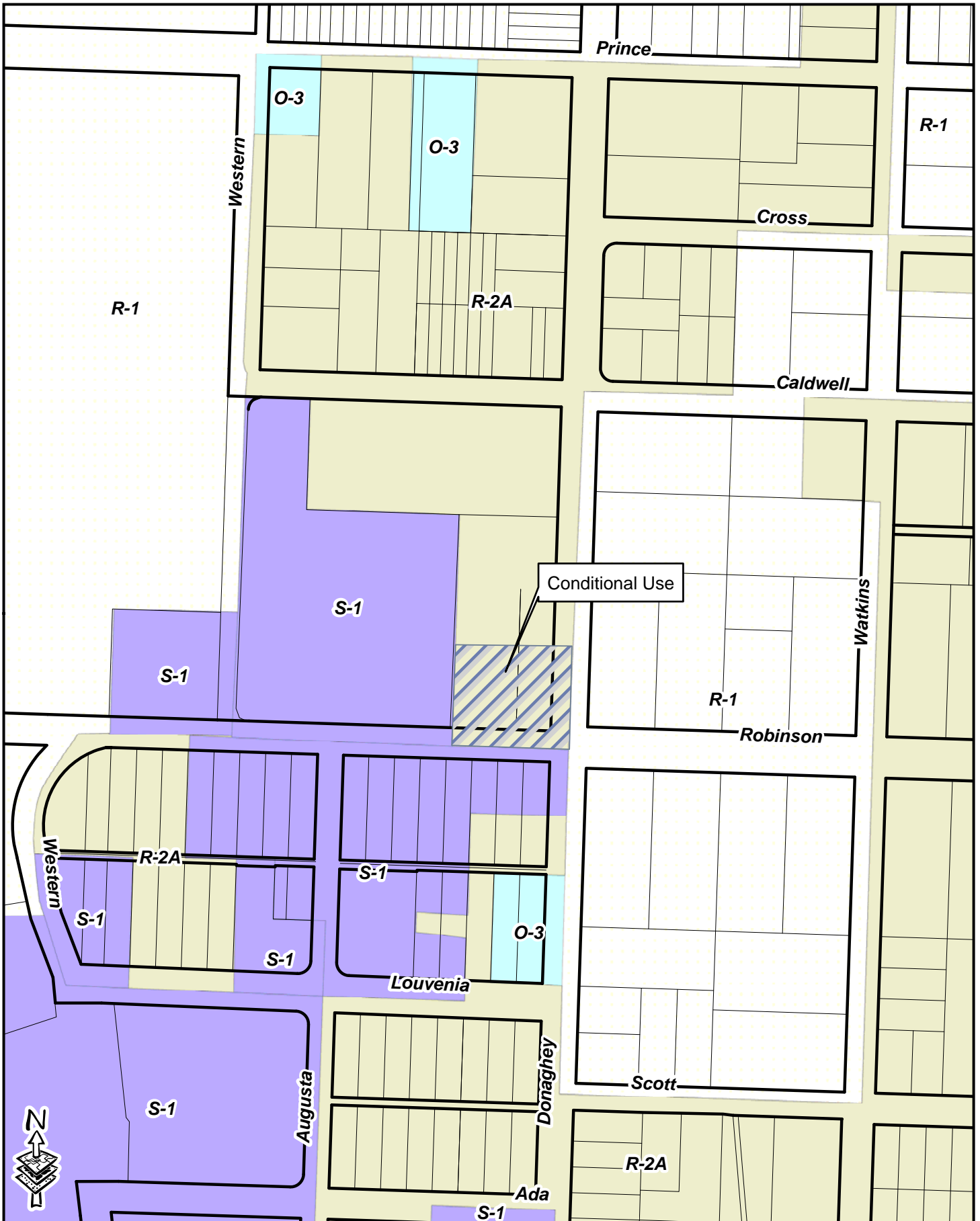
Part of Lot 1, in the SE $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 11, T-5-N, R-14-W, Faulkner County, Arkansas; more particularly described as beginning at a set  $\frac{1}{2}$ " rebar at a point on the east line of Lot 1, which is 44.00 feet west and 472.70 feet south of the NE corner of said SE $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$ ; thence along the south line of said Lot 1 S89°48'27"W 190.00 feet to a found 1" pipe; thence leaving said south line north 160.00 feet to a set  $\frac{1}{2}$ " rebar; thence N89°48'27"E 190.00 feet to the point of beginning containing 0.70 acres more or less.

was reviewed by the Planning Commission at its regular meeting on June 16, 2008, and held in committee until the July 21 meeting to allow for submission of additional information requested by the commission. At the July 21 meeting, commissioners voted 8 - 1 that the conditional use permit request be forwarded to the City Council with a recommendation for approval subject to the two conditions stated below. Commissioner Kim Gardner voted against the motion

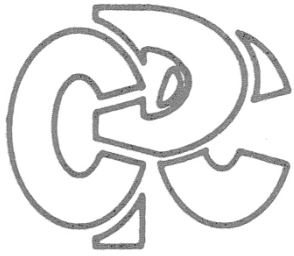
1. Two pick-up windows only will be allowed—one pickup window only per building. Pick-up windows may not be full drive-through windows with drive-up ordering stations.
2. Hours of operation for the bakery will mirror Stoby's hours which are 6:00 a.m. until 11:00 p.m. on the days Tuesday through Saturday. Bakery will be closed Sunday and Monday.

Submitted by,

Junior Storie, Chairman  
Planning Commission



**Stobaugh  
Conditional Use**



# CONWAY PLANNING COMMISSION

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

July 29, 2008

Council Members  
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit for an *adult day care providing professional services to the mentally ill* for property located at 132 Lower Ridge Road with the legal description:

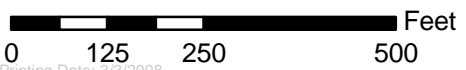
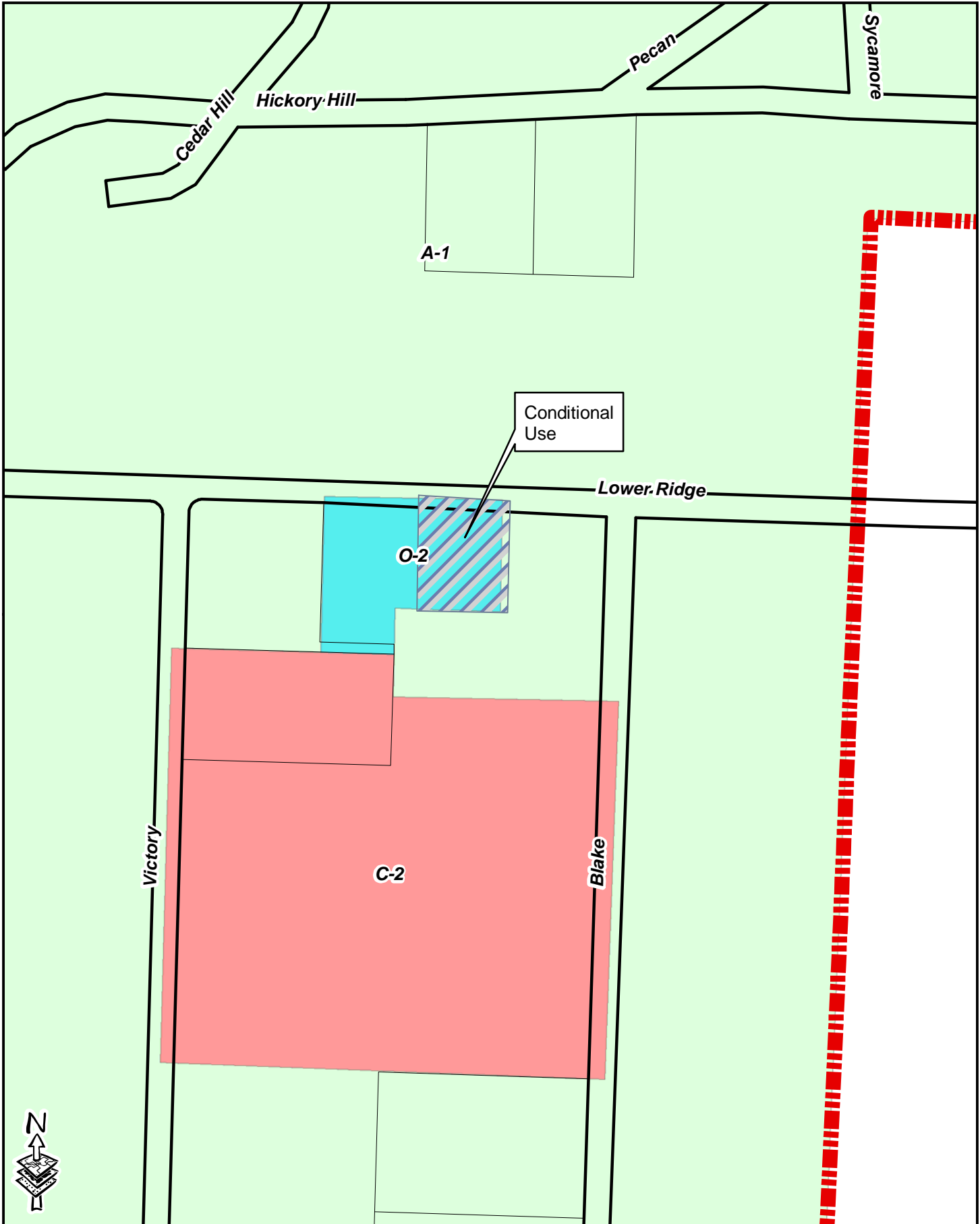
A part of the SE $\frac{1}{4}$  of Section 32, T-6-N, R-13-W, Faulkner County, Arkansas; more particularly described as commencing at the SW Corner of said SE $\frac{1}{4}$ ; thence S88°38'23"E 1051.87 feet to a found  $\frac{3}{8}$ " rebar; thence N01°41'00"E 1773.24 feet to a found 1" pipe; thence N01°46'56"E 96.36 feet to a found  $\frac{1}{2}$ " rebar; thence S88°11'38"E 46.50 feet to the Point of Beginning; thence N00°54'02"E 206.84 feet to a set  $\frac{1}{2}$ " rebar; thence S89°43'11"E 160.94 feet to a found  $\frac{1}{2}$ " rebar; thence S01°52'29"W 211.20 feet to a found 1" pipe; thence N88°11'38"W 157.36 feet to the Point of Beginning, containing 0.76 Acres, more or less. Subject to an easement for Lower Ridge Road along the North side of the above described property.

was reviewed by the Planning Commission at its regular meeting on July 21, 2008. The Planning Commission voted 9 – 0 that the request be forwarded to the City Council with a recommendation for approval subject to the five conditions stated below.

1. Septic system must be brought up to commercial standards as allowed by the Faulkner County Health Department.
2. The property must be platted in accordance with the Conway Subdivision Ordinance.
3. The number of clients allowed is sixty (60).
4. Hours of operation allowed are 7:00 a.m. to 6:00 p.m., seven days a week.
5. Business is limited to Birch Tree Communities only.

Submitted by,

Junior Storie, Chairman  
Planning Commission





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

**AN ORDINANCE AMENDING STREET DESIGN STANDARDS AND SIDEWALK REQUIREMENTS OF THE  
 CONWAY SUBDIVISION ORDINANCE O-00-03, ADOPTED JANUARY 25, 2000:**

**Whereas:** It is desirable to amend certain regulations pertaining to street design standards, and;

**Whereas:** It is desirable to amend certain regulations pertaining to sidewalks in order to better administer and facilitate construction of sidewalks as part of the subdivision and design review process:

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

**Section 1:** That the Conway Subdivision Ordinance, as adopted by Ordinance O-00-03 on January 25, 2000, is hereby amended by readopting by reference Article IV General Design Principles, Section 5, Table 2 with accompanying footnotes and Article V, Section 9, Sidewalks which was approved following notice as required by law, such amendment consisting of the amended text and graphics, of which not less than three (3) copies have been and now are filed in the office of the Clerk of the City of Conway, Arkansas.

**Section 2:** That all ordinances in conflict herewith are hereby repealed to the extent of that conflict.

**Section 3:** That this ordinance is necessary for the protection of the public peace, health and safety, and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 12<sup>th</sup> day of August, 2008

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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





**PROPOSED AMENDMENTS TO THE STREET DESIGN STANDARDS AND SIDEWALK REGULATIONS OF  
ORDINANCE O-00-03 SUBDIVISION REGULATIONS:**

ARTICLE IV General Design Principles, Section 5 Subdivision Design Standards, A. Streets, 11. A. Street Classification and Design Standards is hereby amended to read as follows:

<b>TABLE 2 STREET CLASSIFICATION &amp; DESIGN STANDARDS CITY OF CONWAY</b>						
<b>DESIGN STANDARD</b>	<b>MAJOR ARTERIAL</b>	<b>MINOR ARTERIAL</b>	<b>COLLECTOR</b>	<b>RESIDENTIAL COLLECTOR</b>	<b>RESIDENTIAL</b>	<b>MINOR RESIDENTIAL</b>
Approximate Design Speed	50 mph	40 mph	30 mph	25 mph	25 mph	20 mph
Maximum Grade (%)	8%	9%	10%	10%-12%	10%-12%	10%-15%
Minimum Right-of-Way	100'	80'	60'	60'	50'	50'
Minimum Street Width (back to back of curb)	60'	48'	36'	36'	27'	24'
Minimum Sight Distance (at crest of vertical curve)	475'	325'	200'	200'	150'	110'
Minimum Horizontal Radius at Centerline (subject to City Engineer approval)	1,400' Preferred 900' Minimum	900' Preferred 600' Minimum	450' Preferred 200' Minimum	200' Preferred 100' Minimum	150' Preferred 50' Minimum	150' Preferred 50' Minimum
Minimum Horizontal Tangent Distance Between Reverse Curves	1,400' Preferred 200' Minimum	300' Preferred 200' Minimum	200' Preferred 50' Minimum	50' Preferred 25' Minimum	50' Preferred 0' Minimum	50' Preferred 0' Minimum
Sidewalks	both sides	both sides	both sides	both sides	both sides	both sides
<b>SUPER ARTERIAL</b>						
The specific design standards for this classification are to be determined on a road-by-road basis, dependent upon the specific needs of the road. It is anticipated that the design standards will be of a higher standard than a major arterial, but of a lower standard than for an interstate or expressway.						

**SPECIFIC STREET DESIGN STANDARDS**

1. Commercial, Office, and Industrial Streets - Streets within commercial, office, and industrial zones must meet requirements for collectors and above.
2. Central Business District Rights of Way - For existing streets in the C-1 Central Business District, no additional right of way dedication that would encompass any existing buildings is required during the replat or subdivision process.
3. Residential Open Ditch Standard - For residential subdivisions and replats where each lot is one hundred fifty (150) or more feet in width at the building line, and where each lot accommodates no more than one dwelling unit, the minimum street width is reduced four (4) feet, a three (3) foot compacted gravel shoulder is required on each side, no curbs or gutters are required and open ditches are allowed. An additional five (5) feet of drainage easement is required on each side of the street right-of-way to accommodate open ditches. No further subdivision creating lots less than 150 feet in width and no density greater than one dwelling unit per lot shall occur without improving the entire length of the street to residential street standards. Streets within commercial and office zones shall not utilize this open ditch street standard. Sidewalks are required.

4. Major and Minor Arterial Paving Width - Developers are responsible for the cost of the first 36 feet of paving width of major and minor arterial streets. The City of Conway will be responsible for the cost of any additional width of streets should the City choose to have a wider street built. The City may choose to build or have built a lesser width than that shown in the Street Classification and Design Standards Table for major and minor arterial streets, but no less than thirty six (36) feet, except when the first phase of a four lane or greater roadway is being built.
5. Curb Cut/Traffic Conflicts - For subdivisions and replats that abut collectors, minor arterials, and major arterials, the lots shall be configured to allow curb cuts on those streets only as a final option for providing access.
6. Minimum Residential Lot Width on Collector and Above - Residential lots abutting collectors, minor arterials, and major arterials shall have no less than one hundred (100) feet of street frontage.
7. Residential Street Grade Maximums - With approval of the Fire Chief and Planning Commission, streets classified as residential may have grades up to a maximum of twelve percent (12%) and minor residential streets a maximum of fifteen percent (15%).
8. Fire Hydrant Clearance - A minimum clearance of twenty-six (26) feet must be provided around a fire hydrant. See Figure B.
9. Curb Island Clearances - A minimum clearance of twenty (20) feet must be provided on each side of an island within the street right of way. Street right of way must extend ten (10) feet beyond outside curbs where islands are used.
10. Industrial Open Ditch Standard - For subdivisions in I-3 zoning areas with lots having a minimum of two hundred (200) feet of street frontage, an industrial open ditch street standard may be adopted. This industrial open ditch standard consists of a thirty (30) foot wide asphalt surface with three (3) foot gravel shoulders and open ditches. Ten (10) feet of drainage easement is required on each side of the street right-of-way to accommodate open ditches.

ARTICLE V Improvements, Section 9, Sidewalks, 1-12 is hereby amended to read as follows:

### **SECTION 9. SIDEWALKS**

Sidewalks shall be constructed within any subdivision in accordance with these regulations. The minimum construction requirements for sidewalks are as follows:

1. Sidewalks shall be constructed on both sides of all streets within all zoning districts within Conway city limits and within the Conway Territorial Jurisdiction.
 

Exceptions:

  - A. A minor replat not creating any new lots shall not require the construction of sidewalks or payment of sidewalk in-lieu fees.
  - B. Subdivisions in the I-3 zoning district are not required to construct sidewalks or pay sidewalk in-lieu fees.
  - C. Large lot subdivisions outside the city limits and within Conway's Territorial Jurisdiction are not required to construct sidewalks. A large lot subdivision is defined as a subdivision having lots with greater than 150 feet of street frontage.
2. All sidewalks shall be handicapped accessible to public streets at street corners and at designated mid-block public service drives/alleyways. Sidewalks shall meet American Disability Act standards.
3. Sidewalks As Part of Commercial, Multi-Family, and Mixed Use Developments: Sidewalks along streets in commercial, multi-family, and mixed use subdivisions shall be constructed concurrently with building construction as part of site development review. Sidewalks shall be the responsibility of the builder/owner, not the subdivider. The sidewalk shall be installed prior to the final inspection and issuance of a certificate of occupancy. This provision applies to all commercial streets including collectors and above.
4. Sidewalks Along Residential Streets: Sidewalks along streets with residential lots shall be constructed by the homeowner/builder. The sidewalk shall be installed prior to the final inspection and issuance of a certificate of occupancy. Subdivisions which received preliminary plat approval prior to October 31, 2005 shall be exempt from the requirement to construct sidewalks on residential streets; however, these subdivisions with residential exemptions shall include sidewalks along both sides of streets classified as collector or above.
5. Sidewalks along streets on unbuildable, green space, and other permanently vacant lots will be the responsibility of the subdivider/developer.
6. When a subdivider/developer creates double frontage lots with one side along a street classified as a collector or above, the subdivider/developer shall construct sidewalks along the collector or greater street frontage.
7. Any subdivider/developer required sidewalk shall be constructed concurrently with other subdivision infrastructure. Such construction shall be completed or assurance for construction shall be required along with other infrastructure improvements prior to filing of the final plat.

8. All sidewalk construction, locations, and responsibility for construction shall be clearly identified on the final plat. Detailed sidewalk construction drawings coordinating sidewalks with other street/lot/easement infrastructure shall be shown on or included with the final plat.
9. The subdivider/developer may request a waiver from the required sidewalk construction. The Planning Commission should grant this money in-lieu of sidewalk construction only in extreme circumstances. The Planning Commission shall review the following factors to determine whether or not to grant this waiver:
  - Pedestrian traffic generators such as parks and schools in the area.
  - The existence of a sidewalk network in the area.
  - The density of current and future development in the area.
  - The amount of pedestrian traffic likely to be generated by the proposed development.
  - Whether the terrain is such that a sidewalk is physically practical and feasible, and the extent to which trees, ground cover, and natural areas would be adversely impacted by the construction of the sidewalk.
  - The design of the subdivision such that utilities, the location of structures, rights of way, easements, etc., create conditions making sidewalks impractical.
  - The overall need for a sidewalk to be constructed on the lot.

If a waiver is granted, the subdivider/developer shall contribute an amount of money in lieu of construction equal to \$15 per linear foot of the required sidewalk. This in-lieu fee shall be subject to a maximum fee equivalent to a lot with a one hundred fifty (150) foot wide street frontage or two thousand two hundred and fifty dollars (\$2250). Corner lots, or lots with multiple street frontages are not subject to this maximum. These lots must pay an in-lieu fee equal to the full amount of total street frontage. This maximum in-lieu fee will be retro-active to subdivisions filed after January 1, 2008.

This money shall be deposited into a general sidewalk fund to be used solely for the addition of new sidewalks and maintenance of the existing sidewalk network. The dispersal of money from this sidewalk fund shall be at the discretion of the Conway City Council. Contributions to this fund are to be expended within two (2) years to serve a sidewalk project. This per linear foot in-lieu fee shall be reviewed by the City Council at least every five (5) years. The Planning Commission may also grant a waiver to construct an internal pedestrian trail system in lieu of the required sidewalks. The pedestrian trail right of way shall be clearly noted on the final plat. Specifications for the right of way width, trail pavement, and other specifications shall be determined by the City Engineer and Director of Planning and Development.

An subdivider/developer may appeal the sidewalk construction requirement/in-lieu fee to the City Council. The City Council shall use the above waiver factors to determine if an exception may be made. If the Council makes an exception, the subdivider/developer may construct an equivalent amount of sidewalk in a location designated by the City Council.

10. Aside from the required sidewalks along collectors and arterials, an internalized pedestrian circulation system in the form of pathways, either along streets or not, may be constructed within subdivisions upon the request of the applicant and the approval of the Planning Commission. The system may be allowed to deviate from the construction requirements set out otherwise in this section, as long as the minimum dimensional requirements are met.



CITY OF CONWAY  
Planning and Development

1201 Oak Street  
Conway, AR 72032

T 501.450.6105  
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[www.conwayplanning.org](http://www.conwayplanning.org)

## Proposed Subdivision Amendments Synopsis- Street Design Standards and Sidewalks

There have been requests for amendments to the sidewalk regulations of the Subdivision Ordinance since shortly after the adoption of the requirement for sidewalks along both sides of residential streets in September, 2006. These proposed amendments would help clarify the sidewalk process and provide mechanisms for better administration of sidewalk construction in both platting of subdivisions and the site plan design review process.

### Outline of Proposed Changes:

#### Table 2 - Street Classification and Design Standards and "Specific Street Design Standards"

While researching the changes to sidewalk regulations, the City Engineer desired to make some house-keeping changes to Table 2, "Street Classification and Design Standards". The street design changes now offer a range of dimensions for minimum horizontal radius and minimum horizontal distance between curves. The original table also contained 11 footnotes that were hard to read. These footnotes have been removed and reworded as text items "Specific Street Design Standards".

#### Amendments and new additions to the street design standards are:

"5. Curb Cut/Traffic Conflicts - For subdivisions and replats that abut collectors, minor arterials, and major arterials, the lots shall be configured to allow curb cuts on those streets only as a final option for providing access."

This is a clarification of the existing requirement. It adds additional language stating this is a "final option".

"6. Minimum Residential Lot Width on Collector and Above - Residential lots abutting collectors, minor arterials, and major arterials shall have no less than one hundred (100) feet of street frontage.

This is a new requirement requiring a minimum street frontage of 100 feet for residential lots abutting a street classified as a collector or higher. This would reduce the number of traffic conflict points.

"7. Residential Street Grade Maximums - With approval of the Fire Chief and Planning Commission, streets classified as residential may have grades up to a maximum of twelve percent (12%) and minor residential streets a maximum of fifteen percent (15%)."

This is the same as the existing requirement. It is reworded for clarity.

#### Section 9 - Sidewalks

Currently, sidewalks are required on both sides of all streets. In October 2007, Design Review Standards were put in place that require sidewalks to be constructed with all multi-family, office, and commercial projects. Prior to these requirements, the only enforcement to insure the construction of sidewalks were the regulations of the Subdivision Ordinance. With new Design Review Standards, assurances are in place to assure sidewalk construction as part of the design review process, hence a new methodology for sidewalk administration is proposed.

**Amendments and new additions to the sidewalk standards are:**

“1.B. Subdivisions in the I-3 zoning district are not required to construct sidewalks or pay sidewalk in-lieu fees.”

Currently I-3 zoning is exempt from the construction of sidewalks if the property has street frontage of at least 200 feet and builds to the open ditch standard as provided in the Street Design Standards. I-3 is intensive large heavy industry and industrial areas typically do not have great pedestrian needs, therefore this proposed amendment would simplify existing regulations by totally exempting sidewalk construction or in-lieu fees as part of I-3 subdivisions. In the last few years all lots developed in the I-3 zone have met the 200 foot lot width open ditch requirements and have not been subject to sidewalk construction.

“1.C. Large lot subdivisions outside the city limits and within Conway’s Territorial Jurisdiction are not required to construct sidewalks. A large lot subdivision is defined as a subdivision having lots with greater than 150 feet of street frontage.”

This proposed amendment would exempt large lot subdivisions outside the city limits and within Conway’s Territorial Jurisdiction from sidewalk construction. In the exurban areas of Conway, large lot subdivisions do not have a high demand for pedestrian activity and traffic counts are typically low enough that pedestrian activity can be accommodated with rural streets. This amendment would not effect the construction of sidewalks in small lot subdivisions within the territorial jurisdiction. Small lot developments such as North Hills and Shadow Ridge would still be required to construct sidewalks.

“3. Sidewalks As Part of Commercial, Multi-Family, and Mixed Use Developments: Sidewalks along streets in commercial, multi-family, and mixed use subdivisions shall be constructed concurrently with building construction as part of site development review. Sidewalks shall be the responsibility of the builder/owner, not the subdivider. The sidewalk shall be installed prior to the final inspection and issuance of a certificate of occupancy. This provision applies to all commercial streets including collectors and above”

This amendment would remove the requirement for subdividers to construct or provide monetary assurance for the construction of sidewalks as part of the platting process for commercial projects. In the past, when sidewalks were not a requirement of site plan review, the subdivision/platting process was the only means to insure sidewalk construction. Newly adopted development review standards require the construction of sidewalks as part of the development review process. This ensures the construction of sidewalks as commercial structures are actually built and the need for more pedestrian access occurs.

“4. Sidewalks Along Residential Streets: Sidewalks along streets with residential lots shall be constructed by the homeowner/builder. The sidewalk shall be installed prior to the final inspection and issuance of a certificate of occupancy. Subdivisions which received preliminary plat approval prior to October 31, 2005 shall be exempt from the requirement to construct sidewalks on residential streets, however, these subdivisions with residential exemptions shall include sidewalks along both sides of streets classified as collector or above.”

This paragraph has been amended to remove language requiring completion of all residential sidewalks or monetary assurance for 50% of the total sidewalk construction amount prior to filling of a final plat. This paragraph also required sidewalks not constructed within 3 years time to be constructed by the subdivider. This

has proven to be an unwieldy and burdensome administrative requirement. Residential sidewalks have been constructed in a timely manner along with new home construction.

“5. Sidewalks along streets on unbuildable, green space, and other permanently vacant lots will be the responsibility of the subdivider/developer.”

The amendments deferring sidewalk construction to the time of building construction will insure sidewalks are constructed along street frontages on lots with structures, however, sidewalks are still needed along those frontages with unbuildable lots and green spaces. This amendment will require the subdivider to construct sidewalks along these lots.

“When a subdivider/developer creates double frontage lots with one side along a street classified as a collector or above, the subdivider/developer shall construct sidewalks along the collector or greater street frontage.”

Lots are sometimes created with double frontages. A typical residential double frontage scenario, might include lots fronting along a residential street with the rear of the lots along a collector street. In this case, the front sidewalk will be constructed by the homeowner/builder and the rear sidewalk constructed by the subdivider. This amendment also removes a cumbersome 5 year bonding arrangement. The preferred method is concurrent construction or bonding of the sidewalk along with initial infrastructure improvements.

“Any subdivider/developer required sidewalk shall be constructed concurrently with other subdivision infrastructure. Such construction shall be completed or assurance for construction shall be required along with other infrastructure improvements prior to filing of the final plat.”

This assures that all subdivider required sidewalks shall be constructed or assurance for construction will be given before a final plat may be filed with the Circuit Clerk.

“If a waiver is granted, the subdivider/developer shall contribute an amount of money in lieu of construction equal to \$15 per linear foot of the required sidewalk. This in-lieu fee shall be subject to a maximum fee equivalent to a lot with a one hundred fifty (150) foot wide street frontage or two thousand two hundred and fifty dollars (\$2250). Corner lots, or lots with multiple street frontages are not subject to this maximum. These lots must pay an in-lieu fee equal to the full amount of total street frontage. This maximum in-lieu fee will be retro-active to subdivisions filed after January 1, 2008.”

This proposed amendment would provide a maximum in-lieu fee amount. Currently there is no cap on the amount payable if an in-lieu of construction fee is allowed by the Planning Commission. This maximum would cap large lot subdivisions with a fee more comparable to small lot subdivisions. This in-lieu fee is only allowed in extreme circumstances for subdivisions that cannot build sidewalks due to terrain, easements, and other measures that would make sidewalks impractical. Corner lots and those lots with multiple street frontages may not be figured into this maximum fee.

**INFORMATION ONLY**

Conway, Arkansas  
Tuesday 6:30 p.m.  
May 13, 2008

On this date the City Council of the City of Conway, Arkansas met in regular session. The following members being a quorum, were present and acting; Alderwoman Smith, Alderman Vaught, Alderman Hawkins, Alderman Jones, Alderwoman Mehl, Alderman Bell, Alderwoman Whitmore, and Alderman Grimes. Also, present and acting: Mayor Tab Townsell and City Attorney Michael Murphy.

1. *Call to Order*
2. *Roll Call*

3. *Minutes: April 22<sup>nd</sup>, 2008*

Alderwoman Whitmore motioned to approve the April 22, 2008 minutes as submitted. Alderwoman Smith seconded the motion. There was no discussion. The motion passed 8-0.

4. *Recognition of Guests: N/A*
5. *Public Hearings: N/A*

6. *Report of Standing Committees:*

- A. *Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)*

1. **Consideration of the recommendation of Marcia Garis to the Water Improvement District #11.**

Alderwoman Smith motioned to appoint Marcia Garis to Water Improvement District #11. Alderman Bell seconded the motion. There was no discussion. The motion passed 8-0.

2. **Consideration of the recommendation of Steve Hurd to the Conway Historic District Commission.**

Alderman Hawkins motioned to appoint Steve Hurd to the Conway Historic District Commission. Alderwoman Smith seconded the motion. There was no discussion. The motion passed 8-0.

Consultants, stated there are no power lines. There was no further discussion. The motion passed 8-0.

**16. Ordinance to rezone property located at 2730 Dave Ward Drive - the existing Town and Country Mobile Home Park from RMH to MF-2.**

**O-08-54**

Alderwoman Smith motioned to waive the readings of the ordinance. Alderwoman Whitmore seconded the motion. The motion passed 8-0. Alderman Hawkins motioned to adopt the ordinance. Alderman Bell seconded the motion. Alex Eyssen, Regional Development Partner for Campus Crest, Craig Simmons, Peters & Assoc. Engineers Inc., Brian Trent, applicant/property owner, Dan Norman, VP of Development for Campus Crest, David Hall & Kim Tyler, Tyler Surveying & Mapping, and William Porterfield, were all present to answer questions. Mr. Eyssen, explained that they wish to build a 192 unit, 504 bed student housing complex that has been approved by various city commissions and is consistent with the comprehensive plan. Mr. Simmons explained that the traffic study conducted showed that in a 24 hour period approximately 1700 trips are expected to be generated in an area of Dave Ward Dr. from Salem to Donaghey which includes the access point for this site. The 8:00 am peak is expected to generate a little over 100 trips exiting and 30 trips entering the site; the pm peak is expected to generate approximately 530 trips entering and approximately 70 trips exiting. Mr. Simmons explained the site has a single point of access just to the east of Salem Rd. and west of Farris Rd.; the study assumes that the majority of traffic is going to travel to and from the UCA campus via Farris Rd. and Donaghey; a smaller portion will use Salem Rd. Mr. Simmons went onto say that he feels that the site will have minimal impact on the traffic in this area. Alderman Hawkins asked when the numbers from the traffic count were calculated. Mr. Simmons stated last week. Alderman Jones asked how many vehicles are expected with a 504 bed unit. Mr. Eyssen stated they expect every student to have a car. Alderman Jones explained his concerns in regards to having so many vehicles making a U-turn at Salem Rd. at that time of day. Alderman Hawkins asked if any thought has been given to public transportation going to any of the campuses. Mr. Eyssen stated that is addressed in the next step of development. Alderman Hawkins asked if any agreements have been made in regards to access that leads to the UCA campus. Mr. Eyssen stated no; the only property between this site and UCA is the church and they are opposed to this. Alderwoman Smith stated her concerns that even more traffic will be generated in Timberpeg and the surrounding areas due to



individuals not wanting to wait at the light on Dave Ward Dr. Mayor Townsell suggested opening the floor for public comment and noted that the decision made tonight is strictly a land use issue; the city cannot by law control or stop what Mr. Trent wants to do with the current residents of the mobile home park. Cinnamon King, Whitney Woods resident, is opposed to the proposed re-zoning due to increase in traffic; a child she knows was hit by a car three (3) weeks ago while crossing Salem Rd. Ms. King went onto say that it is almost impossible to exit the mobile home park to the west and immediately merge into the left turn lane at the traffic signal especially when traffic is heavy. Ms. King feels this type of development in a mostly residential area is inappropriate. Teresa Darling, Town & Country Mobile Home Park resident and school crossing guard, stated if the traffic study was done one week ago college students were no longer going to class so of course the traffic had decreased. Ms. Darling stated her biggest concern is traffic; she sees traffic every morning and most of the vehicles that are going over the speed limit are college students and it is very dangerous already at the school pedestrian crossing. Ms. Darling went onto say that that putting this type of facility at the proposed site, abutting a middle school, is inappropriate. An unnamed resident of the Town & Country Mobile Home Park spoke in opposition to the re-zoning with concerns ranging from increase in traffic to a facility of this nature being placed next to a school. Sharon Kirtley, Town & Country Mobile Home Park resident, stated that she disagrees that land use is the only issue for council to consider. Jennifer Hull, Town & Country Mobile Home Park resident, stated common sense should tell you that by adding 500+ vehicles to the area it will make more than a mild impact; she also does not want student housing next to her child's school. Diane Baker, 2730 Dave Ward Dr. is opposed to the re-zoning due to traffic concerns and stated it is very difficult to make a U-turn at the Salem Rd. traffic signal now without adding more vehicles to the area. Alderman Grimes asked if the developer could explain the concept of the student housing as this is new to Conway. Mr. Eyssen explained that the units are rented per bedroom. These are fully furnished two (2) and three (3) bedroom units with a private bath and walk in closets with washers and dryers, a common living room and a capacity kitchen. Alderman Bell asked about the boundary between the school and the complex. Mr. Eyssen stated the property is fully fenced now and the complex would also be fully fenced with wrought iron fencing and a gate in the front with a one common drive; security is a selling point for them. Mr. Eyssen stated he contacted the school while he was in town last week and left his contact information for the principal and stated he has not had any negative comments from the school itself. Alderman Hawkins asked if back ground checks are conducted on renters. Mr. Norman stated yes, there are criminal back ground checks

and credit checks on each resident. Alderman Hawkins asked what it would take to refuse renting to an individual. Mr. Norman stated if they are a convicted criminal or if their credit score is below a certain level. Alderman Hawkins explained his concern for where the buildings will be placed, and asked if they would be moved toward the eastern end of the property or will the multi-story buildings be abutting the western side of this property. Mr. Norman stated the site plan will be concentric to the center of the property and parking would be around that. Alderman Smith explained we should be mindful when considering these type of complexes as it is hard for our police dept. to patrol/monitor these settings. Mr. Norman added that in most of their complexes an apartment is offered to a police officer to live on site which is a great presence for them. Alderwoman Smith asked who was contacted in the school district that did not have a problem with the complex. Mr. Eyssen explained that he went to the school and left his contact information for the principal. Mr. Norman stated that Kent Mathis talked to them personally and they did not have a problem with it. Mr. Eyssen stated the school received notification as a property owner in the area like everyone else and no one from the school spoke at the planning commission meeting. Bryan Patrick, Planning & Development Director, explained that Kent Mathis, Planning Commissioner & CAD Drafting Teacher Conway High School, spoke with Superintendent of Schools, Dr. Murry, and told him he was somewhat against the project; but after speaking with Dr. Murry that the location was no longer an issue to him. Mayor Townsell asked for the record; we do not have a statement directly from the school district. Mr. Patrick stated no. There was no further discussion. The clerk called the roll with the following voting "Aye": Alderman Hawkins and Alderman Bell. The motion failed 2-6. Alderman Grimes, Alderman Vaught, Alderwoman Smith, Alderman Jones, Alderwoman Whitmore, and Alderwoman Mehl voted in opposition.

**17. Consideration of a request from Jim Thompson to appeal the decision of the Old Conway Design Review Board.**

Jim Thompson, applicant, explained the events that has brought him to appeal the denial by the Old Conway Design Review Board (OCDRB); after re-designing the plans he feels that his design is as good as anything that surrounds his property. Mayor Townsell asked what exactly Mr. Thompson is appealing. Mr. Thompson stated he re-worked the parking design and was informed by Bryan Patrick, Planning & Development Director, that one of the board members did not like the design. Mr. Thompson stated he went back and reworked the design to accommodate four (4) parking spaces across the front or two (2) stacked on each side of the apartment. Steve Hurd, Conway

# INFORMATION ONLY



City of Conway, Arkansas  
Ordinance No. O-08-54

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 2730 DAVE WARD DRIVE—THE EXISTING TOWN AND COUNTRY MOBILE HOME PARK—FROM RMH TO MF-2:**

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

**SECTION 1:** That the Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the RMH symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

***Lot 1 The Grove Subdivision***

Being a part of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 14, T-5-N, R-14-W, Faulkner County, Arkansas; more particularly described as beginning at the NE corner of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; thence along the East line of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  S02°06'17"W 785.67 feet; thence leaving said East line N88°10'16"W 410.09 feet; thence S02°06'29"W 488.71 feet to the North right of way of State Highway #286 (also known as Dave Ward Drive); thence along said right of way to a point N88°51'42"W 60.01 feet; thence leaving said right of way N02°06'29"E 489.44 feet; thence N88°10'16"W 190.03 feet to the West line of the E  $\frac{1}{2}$  SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; thence along said West line and also along the East line of Whitney Woods Subdivision N02°06'29"E 783.63 feet to the NW corner of the E  $\frac{1}{2}$  SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; thence along the North line S88°20'53"E 660.08 feet to the point of beginning containing 12.56 acres more or less. This Lot may sometimes be referred to as Lot 1 The Grove Subdivision.

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

**SECTION 2:** That all ordinances in conflict herewith are repealed to the extent of the conflict.

**PASSED this 13<sup>th</sup> day of May, 2008.**

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



## **CONWAY PLANNING COMMISSION**

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

April 30, 2008

Council Members  
Conway, AR 72032

Dear Council Members:

A request for rezoning from RMH to MF-2 for property located at 2730 Dave Ward Drive—the existing Town and Country Mobile Home Park—with the legal description:

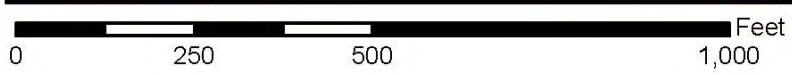
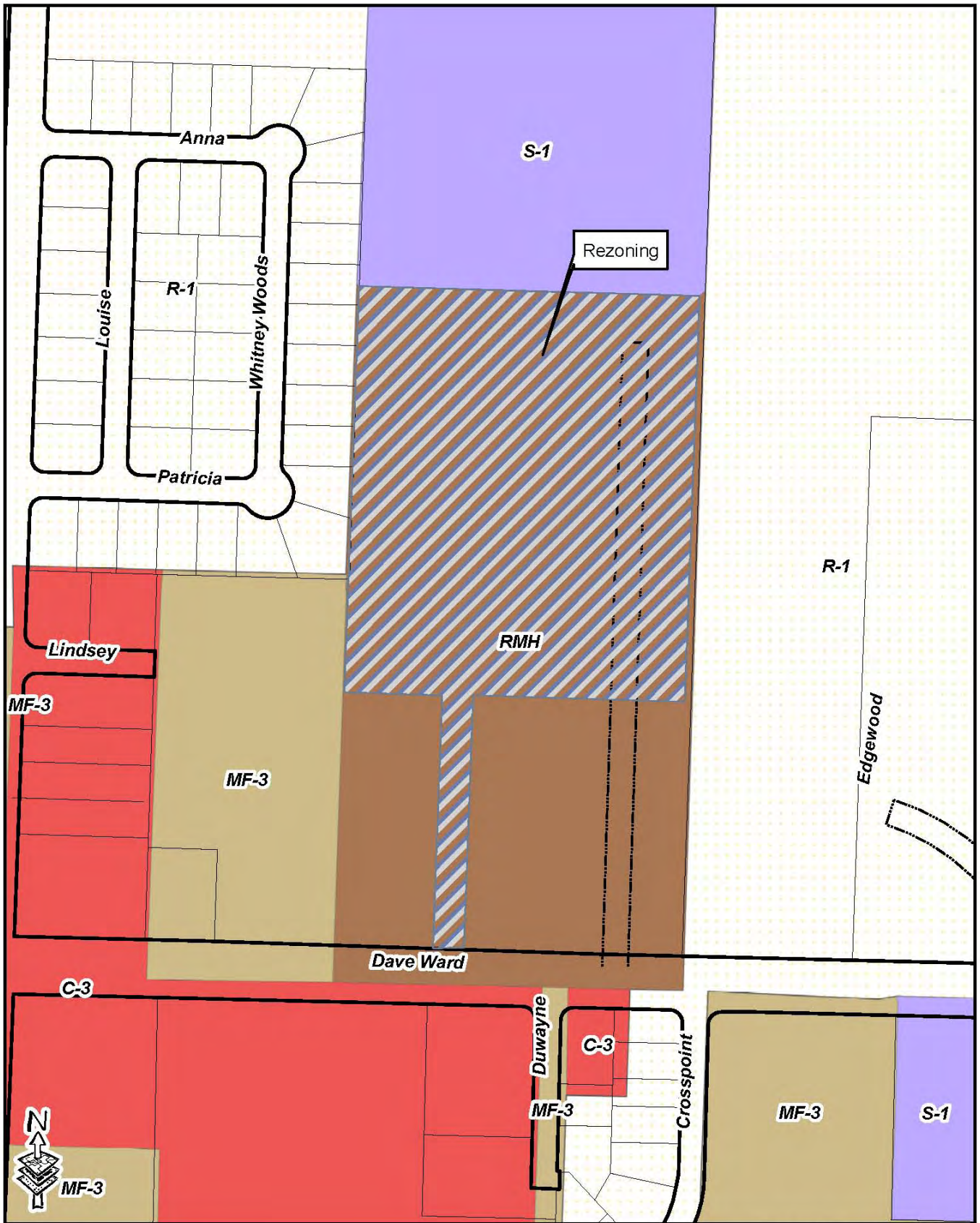
### ***Lot 1 The Grove Subdivision***

Being a part of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 14, T-5-N, R-14-W, Faulkner County, Arkansas; more particularly described as beginning at the NE corner of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; thence along the East line of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  S02°06'17"W 785.67 feet; thence leaving said East line N88°10'16"W 410.09 feet; thence S02°06'29"W 488.71 feet to the North right of way of State Highway #286 (also known as Dave Ward Drive); thence along said right of way to a point N88°51'42"W 60.01 feet; thence leaving said right of way N02°06'29"E 489.44 feet; thence N88°10'16"W 190.03 feet to the West line of the E  $\frac{1}{2}$  SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; thence along said West line and also along the East line of Whitney Woods Subdivision N02°06'29"E 783.63 feet to the NW corner of the E  $\frac{1}{2}$  SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; thence along the North line S88°20'53"E 660.08 feet to the point of beginning containing 12.56 acres more or less. This Lot may sometimes be referred to as Lot 1 The Grove Subdivision.

was reviewed by the Planning Commission at its regular meeting on April 21, 2008. The Planning Commission voted 8 – 0 to send the request to the Zoning Committee which met Wednesday, April 23, to further consider the request since the vote in commission was deadlocked at 4 – 4 with all voters standing by their vote. At a special meeting of the Planning Commission on Monday, April 28, the Planning Commission voted 7 – 2 to forward the request to council with a recommendation for approval. Planning Commissioners Kent Mathis and Ron Fields voted against the motion to recommend approval.

Submitted by,

Junior Storie, Chairman  
Planning Commission



**Trent Family II, LLC  
Rezone RMH to MF-2  
Rezoning**

Printing Date: 3/3/2008  
File Monthly Maps\2008\03\MAR2008\Turner Rezoning.mxd  
Prepared By: Jason Lyon

**City of Conway  
Office of the City Attorney**

# Memo:

**To:** Mayor Tab Townsell  
**CC:** Chery Harrington  
 Director, Sanitation Department  
**From:** Kurt J. Meredith, Deputy City Attorney  
**Date:** August 7, 2008  
**Re:** Past Due Accounts at Landfill

The Sanitation Department of the City of Conway, Arkansas permits city residents and local businesses to dispose of and/or recycle bulk waste at its landfill facility, charging a fee for those bulk items which require special handling, i.e. appliances, furniture, electronics, and construction and remodeling debris. The Department permits those who frequently use the landfill facility to do so on an open account. A portion of these accounts have fallen past-due. These account holders have failed to contact the Department to set up a payment plan for these past-due accounts after having been informed of the opportunity to do so.

The following table outlines the debtor and the amount they owe the City and its Sanitation Department. Our office has been requested to pursue these debts in district court and is seeking your authorization to do so. Please advise if you have any questions.

<b>Debtor</b>	<b>Amount</b>	<b>Date of Last Service</b>
Larry's Git-R-Done Trucking	\$5,188.30	06/20/07
Collins & Sons Roof Repair	\$3,252.27	02/07/08
Neal Hart	\$2,798.43	01/20/06
William E. Fitzgerald	\$1,190.23	<b>08/31/05</b>
Steve McGuire	\$130.53	04/11/06
Smurfit Waste Reduction Services	\$126.11	04/17/06
Treehouse Developers	\$123.57	02/28/06

**\$12,809.44**

City Council members and Mayor of Conway:

I, on behalf of Limestone Partners LLC, am requesting compensation for damages done to a building behind our property by the sanitation department that we have paid.

Around the end of August, 2007, American Management Corporation brought to our attention damages that occurred to a building owned by them between Mike's Place and the Quinn Insurance building.

The damages were caused by the sanitation department. They somehow pushed the cardboard dumpster that we use into the side of their building. A letter included from the tenant of the damaged building at the time of the incident indicates this.

I have included the bill Kordsmeier remodeling charged us to fix their damage.

We moved the cardboard dumpster to where it was close to our building rather than AMC's. I have included pictures of the outside of the damaged area of AMC's building and corresponding pictures of the where similar damage occurred to our fence. I am not asking for compensation for damages to our fence.

On the pictures, I moved the dumpster back to the position it was in when it was previously adjacent to AMC's building. I then moved the dumpster back to the position we keep it in now to show the ongoing, similar damage.

When we brought this to the attention of the sanitation department, they were very cordial. They explained they were unable to compensate us for the damages. They said the city council could only authorize compensation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Kraft', with a long, sweeping horizontal line extending to the right.


Mike Kraft

November 13, 2007

To it may concern:

I Brent Hendrickson lived in the small building between Mike's Place and Quinn's Insurance. The building is owned by Steve Strange. I was in the building the day it was hit. I did not see the truck, but I did hear the trucks beeping signal. Then, I felt the building shake and heard the crash. It was around 8:10 in the morning. I went outside and checked the building. I noticed there were two small holes. The holes were the same shape as the two ends of the dumpster. The wall on the inside was cracked and severely damaged. I soon contacted AMC to let them know of the damage.

Sincerely,



Brent Hendrickson



# KORDSMEIER REMODELING SERVICE, Inc.

Awnings & Patio Covers  
Cabinet Making  
Roofing  
Painting  
Carpets & Vinyl Floors  
Plumbing  
Electrical



P.O. Box 1730  
Garland & Hamilton Sts.  
Conway, Arkansas 72033  
Phone: 501-329-3865  
Fax: 501-329-1987

## Certified Remodeling Contractor

We Make Space

Since 1965

October 16, 2007

Mike's Place  
808 Front Street  
Conway, AR 72032  
Attn: Mike Coats  
Phone: 269-6453

### STATEMENT

Work done per estimate dated 9/7/07.....\$3,988.00

\_\_\_\_\_  
Kordsmeier Remodeling Service, Inc.  
Philip Kordsmeier

\_\_\_\_\_  
Date



# KORDSMEIER REMODELING SERVICE, Inc.

Awnings & Patio Covers  
Cabinet Making  
Roofing  
Painting  
Carpets & Vinyl Floors  
Plumbing  
Electrical



P.O. Box 1730  
Garland & Hamilton Sts.  
Conway, Arkansas 72033  
Phone: 501-329-3865  
Fax: 501-329-1987

## Certified Remodeling Contractor

We Make Space  
Since 1965

September 11, 2007

Mike's Place  
808 Front Street  
Conway, AR 72032  
Attn: Mike Coats  
Phone: 269-6453

WE SHALL DO THE FOLLOWING WORK:

### EXTERIOR OF BUILDING

Patch brick where garbage truck hit side of building.

NOTE: Use color type mortar to patch two bricks, unable to match brick.

Renail wood corner on southwest side of building.

### INTERIOR OF BUILDING

Concrete block wall that has been hit and moved inside the room will be jacked back into place.

Clean out damaged concrete joint in blocks and regrout and paint wall from corner to corner.

NOTE: Two new bricks that need to be replaced will not match existing brick color exactly.

TOTAL LABOR & MATERIAL.....\$3,988.00

\_\_\_\_\_  
Kordsmeier Remodeling Service, Inc.  
Philip Kordsmeier

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike's Place  
Attn: Mike Coats

\_\_\_\_\_  
Date



## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between Steve Robertson (hereinafter, "Robertson") and the Parks & Recreation Department of the City of Conway (hereinafter, "City").

## INTRODUCTORY STATEMENT

The purpose of this Agreement and the intent of the parties hereto is to set forth the terms and conditions under which Robertson will provide certain services to the City.

## RECITALS

WHEREAS, the City is a city of the first class organized under the laws of the State of Arkansas; and

WHEREAS, the City desires an after-hours presence at the Cadron Settlement Park (hereinafter, "Cadron").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the value set forth herein, the mutual covenants of the parties, and other good and valuable consideration, the parties agree as follows:

1. City will:
  - a. At Cadron, provide site for travel trailer, non-potable water and electrical connections and service at no cost to Robertson.
  - b. Allow Robertson to park two personal operable vehicles at Cadron site, not including the travel trailer.
  - c. Allow Robertson the use of a key to each supply closet in all bathrooms at Cadron.
  - d. Provide weekly reservation calendar to Robertson.
2. Robertson will:
  - a. Ensure that all Cadron Pavilion reservations and fees are handled through the Parks Department at 10 Lower Ridge Road.
  - b. Direct all persons seeking reservation & payment information to the Parks Department, Monday through Friday between 7:30 and 4:00, at 450-6186.
  - c. Check all bathrooms at Cadron each night to make sure they are clean; Clean them as necessary.

- d. Check each stall in the bathrooms at Cadron to be sure all are well-stocked with toilet tissue; stock them with tissue as necessary.
  - e. Help settle disputes that may arise when a person holding a valid reservation for the Cadron Pavilion arrives to the Pavilion to discover it occupied by a person who does not hold a valid reservation.
  - f. Contact Parks Department for any needed maintenance or repairs to park facilities at 450-6186, at all times including after hours and weekends.
  - g. Perform all other reasonable requests posed to him by City or Parks Department.
3. This Agreement represents the entire understanding of the parties and all prior negotiations, discussions and representations are merged and incorporated herein. It may not be altered, amended or modified in any respect except by written instrument signed by the party to be bound, and shall be construed in accordance with the laws of the State of Arkansas. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of such counterparts shall constitute one and the same instrument. The captions of the paragraphs hereof are for convenience only, and shall not be deemed a part of, or control, or alter, the text of this Agreement.
4. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby, provided, that in the event such invalidity should either materially prejudice the rights of either party, or cause this Agreement to fail of its essential purpose, this Agreement shall thereby terminate and neither party shall thereafter have any rights or liabilities hereunder.
5. This Agreement may be canceled by either party with a thirty day written notice. Notice to the City shall be delivered to: 10 Lower Ridge Road, Conway, Arkansas, 72032. Notice to Robertson shall be delivered to 1310 Salem Rd., Conway, AR 72034.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

**CITY OF CONWAY/CONWAY PARKS & RECREATION DEPARTMENT**

BY: \_\_\_\_\_

**MAYOR TAB TOWNSELL**

**STEVE ROBERTSON**

\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ARKANSAS    )  
  ) ss  
COUNTY OF FAULKNER )

On this day, personally appeared before me Tab Townsell, Mayor of the City of Conway, known to me to be the person whose name is subscribed to the within instrument and he, as Mayor of the City of Conway, executed the same for the purposes therein contained.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

/        /

**ACKNOWLEDGMENT**

STATE OF ARKANSAS    )  
  ) ss  
COUNTY OF FAULKNER )

On this day, personally appeared before me Steve Robertson, known to me to be the person whose name is subscribed to the within instrument and he executed the same for the purposes therein contained.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

/        /

The parties hereby agree to be bound to the terms contained in the Agreement between KONE Inc. and City of Conway dated May 21, 2008 (the "Agreement"), together with those terms contained in this Rider. Provided, however, that notwithstanding any terms contained in the Agreement to the contrary, in the event of conflict between terms contained in the Agreement and terms contained in this Rider No. 1, the terms in this Rider shall supersede and prevail.

- 1. Page 5, Indemnity Clause:
  - a. Paragraph 1, Lines 3-4: Delete "negligent construction, operation, or maintenance of the equipment" and replace with "negligence or willful misconduct".
  - b. Paragraph 1, Line 5: Delete "ten (10)" and replace with "twenty (20)".
  - c. Paragraph 2, Line 3: After the word "claim" insert "at purchaser's expense".

ACCEPTED:

CITY OF CONWAY

KONE INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

MICHAEL A. JAMES  
SENIOR VICE PRESIDENT  
SOUTHEAST REGION

DATE: \_\_\_\_\_

DATE: July 25, 2008

KONE CONTRACT # 40079923

July 6, 2008

## INFORMATION ONLY



Elevators Escalators

CITY OF CONWAY  
#10 LOWER RIDGE ROAD  
CONWAY, AR 72032

KONE Inc.  
325 19<sup>TH</sup> Street  
Moline, IL 61265  
1 309-743-5665  
Fax 309-743-5629  
www.kone.com  
koneservice@kone.com

RE: Placing Elevator/Escalator Service Calls

Dear Customer:

Welcome to KONE! As part of our service commitment to you, KONE provides a Service Center that is available for you to place service calls for your vertical transportation equipment. The KONE Service Center operates 24 hours per day, 7 days per week, dispatching calls for KONE's Branch Network. Our phone # is 877-276-8691.

The KONE Service Center agents are a responsive team focused on delivering superior customer service. When you call the Service Center, you will be asked for your Building Identification Number. (Your Building Identification number is identified on the attached sheet of labels.) This unique number will allow our agents to quickly pull up your building and equipment records. The Service Center agent will confirm your location and equipment, and ask you to provide a brief description of the problem. Within seconds of hanging up with the Service Center, your call will be dispatched to your local KONE service technician.

We also offer the service of emailing your service requests. An email may be sent to [KONESERVICE@KONE.COM](mailto:KONESERVICE@KONE.COM). Please provide a description of the problem, along with your building identification.

If you have any comments or requests on ways to improve our service to you, please feel free to call.

Thank you for calling KONE Service Center!

Yours truly,

KONE INC.

A handwritten signature in cursive script that reads "Linda Thornbloom".

Linda Thornbloom  
KONE Service Center Manager  
District Office: 440



**PREMIUM (COMPLETE MAINTENANCE) AGREEMENT  
FOR  
VERTICAL TRANSPORTATION**

**PURCHASER (Equipment Owner):**

City of Conway  
#10 Lower Ridge Road  
Conway, Arkansas 72032

**SERVICE LOCATION:**

City of Conway  
#10 Lower Ridge Road  
Conway, Arkansas 72032

**EQUIPMENT DESCRIPTION**

Make	Model	Freight		Passenger		Escalator	Walk	Other
		Traction	Hydraulic	Traction	Hydraulic			
	Relay Logic				1			
	Microprocessor				2			

**THIS CONTRACT/AGREEMENT, dated 5-21-08, by and between City of Conway, (Purchaser) and KONE Inc. (Contractor) is for Complete Maintenance for the vertical transportation located at:**

**City of Conway.**

KONE and Purchaser, in consideration of the terms, covenants & conditions set forth, hereby agree as follows:

**PERFORMANCE**

KONE will systematically examine, maintain, adjust and lubricate the equipment. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear:

**HYDRAULIC ELEVATORS**

**RELAY LOGIC HYDRAULIC ELEVATOR SYSTEM COMPONENTS  
CONTROL SYSTEM**

Control, selector, dispatcher, relay panel, relays, timers, resistors, transformers and motor starter.

**MICROPROCESSOR HYDRAULIC ELEVATOR SYSTEM COMPONENTS  
CONTROL SYSTEM**

Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories.

KONE First Service technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

**POWER UNIT**

Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets and all other accessories.

**HYDRAULIC SYSTEM ACCESSORIES**

Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.

**CAR EQUIPMENT**

Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.

**ELECTRICAL**

Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

**HOISTWAY AND PIT EQUIPMENT**

Landing and slowdown switches, limits and car buffers.

**RAILS AND GUIDES**

Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

### **DOOR EQUIPMENT**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

### **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

### **HOUSEKEEPING**

Purchaser and KONE have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

### **LUBRICANTS**

KONE will use lubricants compounded under OEM's specifications or equal.

### **HOURS OF SERVICE**

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

### **KONE SERVICE CENTER**

The KONE Service Center is available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. In the unlikely event of an entrapment, a highest priority response will be given. If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

### **SERVICE REQUESTS (CALLBACKS)**

This Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked. All work outside the scope of this Agreement is to be performed by KONE at an agreed upon rate.

Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests do not include work that requires more than one technician or more than two hours to complete.

### **TESTS**

KONE will perform the following tests on the equipment:

## **HYDRAULIC ELEVATOR**

3 Year Hydraulic Pressure Test as required by the State of Arkansas.

### **EXCLUSIONS**

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

#### **HYDRAULIC ELEVATOR**

Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, hydraulic cylinder, unexposed piping, pit pumps, emergency power generators, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping, including any consequential damages.

#### **GENERAL**

KONE shall not be obligated to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, A.S.M.E. codes, or other governmental or non-governmental authorities. KONE will maintain the equipment performance and its components to the operating condition at the effective date of this agreement. KONE shall not be required to perform and keep records of firefighter's service testing, unless specifically included elsewhere in this agreement. KONE shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. KONE shall not be obligated to make changes or adjustments required by new or retroactive code changes. KONE will not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this agreement. KONE will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel. KONE shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.

KONE shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. Obsolete items are excluded from this agreement. Obsolete items and the labor to replace them will be at the owner's expense. Obsolete items (including, but not limited to, assemblies, parts, components or systems) are defined as follows: An item for which the original design is no longer regularly manufactured by the OEM or the original item has been replaced with an item of different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts.

## **INDEMNITY CLAUSE**

Purchaser agrees to indemnify, defend, and hold harmless KONE, its officers, agents, and employees from and against any liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against KONE to the extent proximately caused by Purchaser's negligent construction, operation, or maintenance of the equipment, provided that KONE shall give Purchaser written notice of its obligation to indemnify KONE within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, Purchaser shall not indemnify KONE for any damages, liability or claims resulting from the negligence or willful misconduct of KONE, its officers, agents, employees, independent contractors or third parties or for any activity or function conducted by any person or entity other than Purchaser.

With respect to Purchaser's indemnity obligations set forth above, Purchaser shall provide the defense of any claims brought against KONE by selecting counsel of Purchaser's choice to defend the claim, subject to the consent of KONE, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent KONE from cooperating with Purchaser and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with KONE, Purchaser shall have the right to defend, settle or compromise any claim or action arising hereunder, and Purchaser shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of KONE and KONE does not consent to the terms of any such settlement or compromise, Purchaser shall not settle the claim or action, but its obligation to indemnify KONE shall in no event exceed the amount of such settlement.

KONE shall hold Purchaser harmless and shall be responsible for damages, liability or claims resulting from the negligence or willful misconduct of KONE.

KONE shall be responsible for its own acts of negligence or willful misconduct, or breaches of obligation committed by KONE for which KONE is legally responsible, subject to any and all defenses and limitations of liability provided by law. Purchaser shall not be required to indemnify KONE for acts of KONE which constitute willful misconduct or negligence on the part of KONE, its officers, agents, employees, independent contractors or third parties.

## **PURCHASER ASSURANCES**

### **AUTHORIZED PERSONNEL**

Purchaser agrees to furnish KONE with a list of authorized personnel responsible for building operations.

### **WIRING DIAGRAMS**

Purchaser agrees to provide KONE with a complete set of as built wiring diagrams.

### **NOTIFICATION**

In the event that the equipment is not functioning properly, purchaser agrees to shut down equipment and notify KONE for repair.

Purchaser agrees to notify KONE in the event of any injury or accident in or about the equipment included in this agreement. Verbal notification must be provided immediately and written notification must be provided within seven days.

### **OPERATION**

Purchaser shall at all times be solely liable for the proper use of the equipment. Purchaser agrees to post any and all instructions and warnings to passengers related to the use of the equipment.

Purchaser shall not permit anyone other than KONE to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the agreement.

#### **TESTING AND SERVICING**

Purchaser agrees to perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Purchaser agrees to annually maintain the mainline disconnect switch by a certified electrician and repair as necessary.

#### **EQUIPMENT ACCESS**

Purchaser agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris. Purchaser agrees to remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations. Purchaser agrees to provide a safe workplace for our personnel.

#### **SATISFACTION**

If you are ever less than very satisfied with KONE's performance, Purchaser agrees to contact KONE immediately.

### **CONTRACT TERM**

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement, the expiration date being FIVE (5) years from the effective date of this agreement or FIVE (5) years from the effective date of any subsequent renewal term. In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. KONE may, at its sole discretion, terminate this Agreement at any time upon thirty (30) days advance notice in writing due to the Purchaser's breach of contract, safety or liability issues or Purchaser's refusal to authorize necessary repairs or upgrades.

### **CONTRACT PRICE**

KONE in consideration of **\$5,220.00 (FIVE THOUSAND TWO HUNDRED TWENTY AND 00/100 DOLLARS)** payable by Purchaser annually in advance (equivalent to \$435.00/month), hereby agrees to furnish services herein described on the equipment within the agreement.

### **PRICE ADJUSTMENTS**

The contract price will be adjusted annually on January 1 of each year of the contract.

The payment adjustment will reflect the increase or decrease in labor costs.

At no time shall the contract price increase more than six per cent (6%) from the prior year.

#### **Labor**

100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance, and other union contributions) paid to elevator examiners in the locality the equipment is maintained.

KONE reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel, insurance or other administrative expenses increase.

### **PAYMENT TERMS**

Payments are due within ten (10) days of date of invoice. A delinquent payment charge calculated at the rate of 1½% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. KONE may at KONE's option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid, KONE may suspend service, and be discharged from further obligations under the contract. If KONE exercises its right to suspend service, KONE shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, Purchaser will be responsible for any costs KONE incurs as a result of the lapse in service.

These payment terms shall also be applicable to any charges for work outside the scope of this Agreement.

### **PERFORMANCE CLAUSE**

Purchaser may, at any time and at Purchaser's expense, call for an independent elevator consulting firm to evaluate KONE's performance within the scope of this contract. The elevator consulting firm shall be mutually agreed upon by Purchaser and KONE.

If it is found KONE is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of ninety (90) days shall be allowed for KONE to correct the corresponding non-compliance.

In the event KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE ninety (90) days written notice. Notwithstanding this right, Purchaser remains obligated to pay all previously outstanding balances owed KONE.

### **TAX**

Purchaser shall pay, in addition to the price, any tax imposed upon Purchaser by any existing or future law and the amount of tax imposed upon KONE, KONE's suppliers or Purchaser under any statute, court decision, rule or regulation currently effective or becoming effective after the date of this Agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder.

### **OBLIGATIONS OF THE PARTIES**

Nothing in this Agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this Agreement. Purchaser shall be solely responsible for supervising the use of the equipment and for taking such steps including but not limited to providing attendant

personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchaser's customarily carry for the life of this contract (naming KONE as an additional insured) arising out of the services provided under the Agreement and/or the ownership, maintenance, use or operation of the equipment described herein.

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. KONE shall not be liable for any work, service or material other than that specifically mentioned herein.

KONE will not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

#### **ADDITIONAL TERMS**

This Agreement shall constitute, exclusively and entirely, the agreement for the service described and all prior representations or agreements relating thereto, whether written or verbal, shall be deemed to be merged herein and this Agreement including changes in or additions to shall not be binding upon KONE until approved by a local Office Manager or one of its executive officers at Moline, Illinois. Submission of this contract does not void or otherwise nullify the existing contract until this new contract is signed and approved by both parties. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser.

This Agreement is confidential between Purchaser and KONE and shall not be distributed to third parties.

#### **VENUE**

The Purchaser does hereby agree that the exclusive venue for any dispute between the parties shall be in the County of Faulkner, State of Arkansas.





First Service Contact Information

**Customer Contact**

**Service Location**  
City of Conway  
**Service Agreement Number**

**Agreement Effective Date**  
7-1-08  
**Contact Person**  
Brian Knopp  
**Telephone Number**  
501-450-6186  
**Fax Number**  
501-450-6189  
**Email Address**  
brian.knopp@cityofconway.org

**KONE Contact**

**KONE Account Representative**  
Jeff Young  
**Telephone Number**  
501-758-1889  
**Fax Number**  
501-758-3052  
**E-Mail Address**  
jeff.young@kone.com  
**KONE Service Manager**  
Mike Lanford  
**24 Hour Call Center**  
877-276-8691  
**Website Address**  
www.kone.com

**Purchaser (Equipment Owner)**

**Address**  
City of Conway  
#10 Lower Ridge Road  
Conway, Arkansas 72032  
**Contact Person**  
Brian Knopp  
**Telephone Number**  
501-450-6186  
**Fax Number**  
501-450-6189  
**Email Address**  
brian.knopp@cityofconway.org

**ACCEPTANCE**

The parties to the service agreement agree to the conditions contained herein:

Signed for and on behalf of City of Conway

*Tab Townsell*

(Signature)

Tab Townsell

(Print Name)

Mayor

(Print Title)

Date: 7/14/08

Respectfully submitted,  
KONE, Inc.

*Jeff Young*

(Submitted By) Jeff Young

(Approved By) Authorized Representative

Date: \_\_\_/\_\_\_/\_\_\_



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

**AN ORDINANCE APPROPRIATING DONATED FUNDS FOR THE CITY OF CONWAY PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES:**

**WHEREAS**, funds in the amount of \$1,000 were donated to the Conway Parks Department by First State Bank for the purpose of sponsorship for Lights Over The Lake;

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

**SECTION 1.** The City of Conway shall appropriate \$1,000 from General Fund –Parks & Recreation Sponsorship Appropriation Account (01.421) to the Parks Lights over the Lake Operating Account (01.120.760).

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

**PASSED** this 12<sup>th</sup> day of August 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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



# Memo

To: Mayor Tab Townsell  
CC: Conway City Council  
From: Brian Knopp, Parks Director  
Date: July 28, 2008  
Re: Consideration of reservation fee increase on City Park pavilions

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The Conway Parks and Recreation would like the Conway City Council's approval to raise the rental fee on the parks pavilions from \$5.00 per reservation to \$25.00 per reservation.

Currently the Conway Parks Department reserves four (4) pavilions with a rental fee. Laurel Park, 5<sup>th</sup> Avenue East, 5<sup>th</sup> Avenue West, and the large pavilion at Lake Beaverfork can all be reserved by calling the Don Owens Sports Center and making a reservation and then coming by the center and paying \$5.00 and receiving a reservation receipt.

The \$5.00 fee has been in effect for more than 20 years. With the acquisition of Cadron Settlement Park and the addition of the two (2) pavilions at that park we would like the City Council to consider the \$20.00 increase. We feel this is still a reasonable amount compared to the Corp of Engineer pavilion fee of \$50.

All city pavilions are open to the public without any charge, but if a citizen wants to make sure they have availability to a pavilion then they can be reserved to guarantee that availability. This policy will not change.

Along with the addition of the two (2) Cadron Settlement Park pavilions we would also like to add the pavilion at Curtis Walker Park to the list of eligible pavilions that can be reserved.



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

**AN ORDINANCE APPROPRIATING FUNDS FOR LEASED SPACE FOR THE CONWAY FIRE DEPARTMENT; AND FOR OTHER PURPOSES:**

**WHEREAS**, the City Council of the City of Conway has authorized the City to enter into a lease agreement to relocate the south fire station to the Arkansas Department of Emergency Management ("ADEM") facility on South Donaghey to allow the Fire Department to meet the growing population in the southern and western sections of the City; and

**WHEREAS**, relocation to the ADEM facility will provide a unique opportunity for the City to partner with the University of Central Arkansas and Faulkner County and provide Conway Fire Department with larger facilities and ultimately will provide the citizens of west Conway with faster emergency response at a cost savings to the City as compared to an acceptable alternative; and

**WHEREAS**, budgetary authority for the lease of Fire facility space has not previously been provided,

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

**SECTION 1.** The City of Conway shall appropriate \$15,000 for leasing space at the ADEM facility for the Conway Fire Department through December 31, 2008. Funding for such will be provided by a fund balance appropriation from the General Fund.

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

**PASSED** this 12<sup>th</sup> day of August, 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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



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

**AN ORDINANCE ACCEPTING INSURANCE PROCEEDS FROM THE MUNICIPAL LEAGUE VEHICLE PROGRAM TO MAKE REPAIRS TO A CPD VEHICLE THAT WAS DAMAGED BY LIGHTENING; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Conway received \$9,625 from the Arkansas Municipal League Vehicle Program to repair the Conway Police Department vehicle # 113-848.

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

**Section 1.** The City of Conway shall accept the insurance proceeds in the amount of \$9,625 from the Municipal League and shall appropriate the same amount to the Conway Police Department vehicle maintenance account (01.113.234).

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

PASSED this 12<sup>th</sup> day of August, 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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



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

**AN ORDINANCE ACCEPTING COURT ORDERED FORFEITURE ASSETS; AND FOR OTHER  
PURPOSES**

**WHEREAS**, the Circuit Court of Faulkner County, Arkansas, Division 3 and District Court of Faulkner County has granted court orders awarding specific forfeiture assets to the Conway Police Department as enumerated on the attached list.

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

**Section 1.** The Conway Police Department shall accept the court ordered forfeiture assets with the estimated value of \$1555.00 for the use of the CPD and/or disposal per City Guidelines.

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

**PASSED** this 12<sup>th</sup>, day of August 2008

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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



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

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF CONWAY TO DEDICATE ALL NATURAL GAS SEVERANCE TAX STATE TURN-BACK FUNDS THAT ACCRETE TO CONWAY TO THE PROVISION, DEVELOPMENT, OPERATION, AND MAINTENANCE OF ALTERNATIVE TRANSPORTATION FACILITIES AND SERVICES INCLUDING THE ENCOURAGEMENT, EDUCATION, AND ENFORCEMENT OF PROPER USE OF THOSE FACILITIES AND SERVICES.**

**Whereas,** In a world of dramatically rising transportation costs, of increasingly poor personal health, of a worsening natural environment, of more environmentally conscious citizens, employees, and employers, and of even working people struggling to find the money to afford the gas to get to work, it is both a economic and moral imperative to provide alternative means of transportation in and around our city, and

**Whereas,** Natural gas severance tax revenues which will start being collected by the State of Arkansas on January 1, 2009 is an entirely new revenue source turned back in portion to the Arkansas Highway and Transportation Department and Arkansas's counties and cities to be used for transportation needs, and

**Whereas,** The City of Conway has made no commitments towards the allocation of those monies towards transportation projects and is not dependent on those monies for the provision of the normal transportation facilities and services incumbent to the annual Street Fund Budget, and

**Whereas,** The City of Conway is in serious need of further providing, improving, and encouraging the use of all means of alternative transportation in Conway including but not limited to sidewalks, bike routes and lanes, and transit,

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

**Section 1.** Dedicates to the provision, development, operation, and maintenance of alternative transportation facilities and services in Conway, now and until further resolution, the portion of the transportation turn-back funds in city's Street Fund budget each year that are attributable to the state severance tax on natural gas.

**Section 2.** These funds are to be accounted for separately from the Street Fund.

**Section 3.** In addition to being used to provide, develop, operate and maintain alternative transportation facilities, these shall be also available for use in educating citizens as to the presence and the proper use of such facilities, for use in the encourage of citizens to use such facilities, and for use in the enforcement of regulations and ordinances regulating the proper use and allowance for alternative transportation.

**PASSED this 12th day of August, 2008**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Mayor Tab Townsell**

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



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

WHEREAS: The Mayor and City Council make decisions every day affecting the health and safety of our residents, the efficient conduct of commerce and delivery of government services, and the long term quality of life in our communities.

WHEREAS: Cities across the globe are managing diverse issues such as pollution, congestion, traffic safety, accessibility, social inclusion, and economic growth. Increasing urbanization and sprawl is generating extra demand for quality public spaces and recreation opportunities. A renewed emphasis on security and the costs of dealing with the emerging epidemics of obesity and physical inactivity are stretching limited resources even further.

WHEREAS: Solutions to these many challenges are equally diverse and complex. The City of Conway recognizes one policy initiative that addresses these challenges and contributes to many of the solutions necessary to improve the quality of life in cities: increasing the percentage of trips made by bicycle by making communities more bicycle-friendly.

WHEREAS: We recognize that increasing bicycle use can:

**Improve the environment** by reducing the impact on residents of pollution and noise, limiting greenhouse gases, and improving the quality of public spaces.

**Reduce congestion** by shifting short trips (the majority of trips in cities) out of cars. This will also make cities more accessible for public transport, walking, essential car travel, emergency services, and deliveries.

**Save lives** by creating safer conditions for bicyclists and as a direct consequence improve the safety of all other road users. Research shows that increasing the number of bicyclists on the street improves bicycle safety.

**Increase opportunities** for residents of all ages to participate socially and economically in the community, regardless income or ability. Greater choice of travel modes also increases independence, especially among seniors and children.

**Boost the economy** by creating a community that is an attractive destination for new residents, tourists and businesses.

**Enhance recreational opportunities**, especially for children, and further contribute to the quality of life in the community.

**Save city funds** by increasing the efficient use of public space, reducing the need for costly new road infrastructure, preventing crashes, improving the health of the community, and increasing the use of public transport.

**Enhance public safety** and security by increasing the number of “eyes on the street” and providing more options for movement in the event of emergencies, natural disasters, and major public events.

**Improve the health** and well being of the population by promoting routine physical activity.

**NOW THEREFORE THE MAYOR & CITY COUNCIL OF THE CITY OF CONWAY** are committed to taking the following steps to improve conditions for bicycling and thus to realizing the significant potential benefits of bicycling in our community.

We hereby adopt the following **Action Plan for Bicycle Friendly Communities**:

1. Adopt a target level of bicycle use (e.g. percent of trips) and safety to be achieved within a specific timeframe, and improve data collection necessary to monitor progress.



2. Provide safe and convenient bicycle access to all parts of the community through a signed network of on- and off-street facilities, low-speed streets, and secure parking. Local cyclists should be involved in identifying maintenance needs and ongoing improvements.
3. Establish information programs to promote bicycling for all purposes, and to communicate the many benefits of bicycling to residents and businesses (e.g. with bicycle maps, public relations campaigns, neighborhood rides, a ride with the Mayor)
4. Make the City a model employer by encouraging bicycle use among its employees.
5. Ensure all city policies, plans, codes, and programs are updated and implemented to take advantage of every opportunity to create a more bicycle-friendly community. Staff in all departments should be offered training to better enable them to complete this task.
6. Educate all road users to share the road and interact safely. Road design and education programs should combine to increase the confidence of bicyclists.
7. Enforce traffic laws to improve the safety and comfort of all road users, with a particular focus on behaviors and attitudes that cause motor vehicle/bicycle crashes.
8. Develop special programs to encourage bicycle use in communities where significant segments of the population do not drive (e.g. through Safe Routes to Schools programs) and where short trips are most common.
9. Promote intermodal travel between public transport and bicycles, e.g. by putting bike racks on buses, improving parking at transit, and improving access to rail and public transport vehicles.
10. Establish a citywide, multi-disciplinary committee for non-motorized mobility to submit to the Mayor/Council a regular evaluation and action plan for completing the items in this Charter.

Passed this 12th day of August, 2008.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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