

Mayor Tab Townsell
City Attorney Michael Murphy
City Clerk/Treasurer Michael O. Garrett



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

City of Conway - City Council Meeting

www.cityofconway.org

Tuesday, November 26th, 2013 @ 6:30pm

Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032

5:30pm Committee Meeting:
2014 Street Improvement Projects

Call to Order: Mayor Tab Townsell
Roll Call: Michael O. Garrett, City Clerk/Treasurer
Minutes: November 12th, 2013 City Council Meeting
Recognition: Employee Service Awards

1. Report of Standing Committees:

A. Public Hearings

1. Public hearing to discuss the closing of a 15 foot utility easement located in Christina Subdivision located at west of 2401 Christina Lane.
 - a. Ordinance closing the 15 foot utility easement lying in Lot 3-B of a replat in Christina Subdivision located west of 2401 Christina Lane.
2. Public hearing to discuss the closing of a 16.5 foot utility easement in Golden Meadows Subdivision.
 - a. Ordinance closing the 16.5 foot utility easement lying in Lot 38 of Golden Meadows Subdivision located at 5015 West Tyler Street.

B. Economic Development Committee (Airport, Conway Corporation, Conway Development, Chamber of Commerce, Downtown Partnership)

1. Ordinance creating a board of assessment to review proposed benefits for the Central Business District #1.
2. Consideration of a change order for Cantrell Field Terminal Building Change Order No. 1 to modify entry canopy appearance and miscellaneous other items.
3. Consideration of a modification to the design engineering contract for the Cantrell Field Terminal Building.
4. Consideration of entering into an engineering service agreement for the T-Hangars and Community Hangar at the Relocated Cantrell Field.
5. Ordinance amending by reference by the airport height and land use zoning overlay district adopted by referring Ordinance O-11-35.

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

1. Resolutions requesting the Faulkner County Tax Collector to place a certified lien on certain properties as a result of incurred expenses by the City.
2. Consideration of payment of business (rental property) relocation expenses relating to Tract 75 (Brownlee) of the Conway Western Loop right of way acquisition.
3. Consideration of a concurrence with Arkansas State Highway and Transportation Department in award of Contract for Conway Western Loop Interchange (Grading and Structures) to Mobley Contractors, Inc. of Morrilton, Arkansas.
4. Consideration of a conditional use permit to allow surface parking and religious activity in an SP Urban Zone (T5) for property located in the vicinity of 1272 Sutton Street.
5. Ordinance to rezone property located north of Dave Ward Drive within Quail Run Circle and one lot on the north side of Quail Run Circle just south of Shepherd's Creek Subdivision from A-1 to R-1.

D. Finance

1. Consideration to dispose of certain inventory for various departments.
2. Ordinance appropriating funds for the 2012 City Audit.
3. Consideration to approve the monthly financials ending October 31st, 2013.

E. Old Business

F. New Business

Adjournment

**CITY OF CONWAY
STREET DEPARTMENT
2014 STREET FUND SUMMARY**

Committee Meeting

A. ESTIMATED STREET FUND BALANCE @ END 2013

\$ 1,200,000

APPROVED & FUNDED PROJECTS FROM PRIOR YEARS:

1 Lower Ridge Rod at U.S. 65	Remaining Cost	\$ 100,000
2 Lexington Reconstruction		\$ 150,000
3 Favre Lane - Sagegrass to Greenwood Cr.		\$ 75,000
4 Oak Street - Court to Harkrider (\$77,000) for Walgreen ROW & Sign)		\$ 177,000
5 Main & Front Street - Rehab Parking Lot and Street Scope		\$ 100,000
TOTAL CARRIED OVER STREET CONSTRUCTION PROJECTS		\$ 602,000

ESTIMATED STREET FUND BALANCE PRIOR TO 2014 REVENUE OR EXPENSES

\$ 598,000

B

ESTIMATED STREET FUND REVENUE FOR 2014

State Fuel Tax Turn Back	\$ 2,502,296
Property Tax (50% 3 mil Co.. road tax)	\$ 1,450,000
Sales Tax (St. Fund Share of Salary Tax)	\$ 245,000
City Share of 1/2 cent AHTD Sales Tax	\$ 900,000
Conway Corp Franchise Fee (Traffic Signal System)	\$ -
Misc Revenue (Severence Tax)	\$ 250,000
Misc. (Interest, signs Fees & other)	\$ 29,000
TOTAL ESTIMATED REVENUE FOR 2014	\$ 5,376,296

AMOUNT

1 BUDGETED PERSONAL SERVICES COST	\$ 2,094,709
2 BUDGETED OPERATING COST (Patching & Construction Material, Fuel, Equip. maint., Etc)	\$ - \$ 980,800
3 PROFESSIONAL SERVICES	\$ 35,000
4 TRAFFIC SIGNAL MAINTENANCE	\$ 200,000
5 VEHICLES (2 pickup)	\$ - \$ 50,000
6 EQUIPMENT	
Backhoe	85000 \$ -
Motor Grader Lease	24000
Service Truck & Bed	80000
Dump Truck	50000
Total Equipment	\$ 239,000
7 Computers & Accountable Equipment	\$ - \$ 15,500
8 Sr. Citizens & Others	\$ - \$ 140,000
9 Reserve for Major Street Projects Loan Payment (Rev. from AHTD 1/2 cent Sales Tax)	\$ 900,000
10 ALLOWANCE FOR ALLOCATION TO STREET PROJECTS	\$ - \$ 721,287
TOTAL SALARIES AND USUAL OPERATING COST	\$ 5,376,296

C POSSIBLE 2014 STREET PROJECTS

			CITY FORCES	Private Contractor
1 Lollie Road	Dave Ward To Cooper Lane	Reconstruct to 24' Open Ditch Roadway	\$ 250,000	\$ 500,000
2 Lollie Road	Cooper Lane to Sand Plant	Reconstruct to 24' Open Ditch Roadway	\$ 375,000	\$ 750,000
3 Wescon Lane Box Culvert	Between Park Place & College	50 L.F. Double 7'x4' Box Culvert	\$ 15,000	\$ 30,000
4 Wescon Lane	Parkplace to College	Reconstruct to 27' Curbed Street	\$ 130,000	\$ 300,000
5 Artis Lane	Lee Andrew to Dave Ward	Reconstruct to 24' Open Ditch Roadway	\$ 120,000	\$ 250,000
6 S. Donaghey - Favre Ln Roundabout		Est \$120,000 Right of Way (15,000 S.F.) Cost	\$ 220,000	\$ 370,000
7 Western Ave - Caldwell to Robinson			\$ 90,000	\$ 200,000
8 Mitchell Street - Bruce to Robins		Reconstruct to 27' Curbed Street	\$ 165,000	\$ 330,000
9 Davis Street - Robins to S. Boulevard		Reconstruct to 27' Curbed Street	\$ 80,000	\$ 160,000
10 Middle Road Southerland Rd to E. German.		Reconstr to 36' Curbed	\$ 275,000	\$ 550,000
11 Washington Ave. - Winfield to Front.		Reconstr to 36' Curbed	\$ 200,000	\$ 550,000
12 BLANEY HILL ROAD	HWY 25 to Stone Rd.	3600'	\$ 550,000	\$ 1,000,000
13 STANLEY RUSS ROAD	Bill Bell Lane to S.Donaghey	6000' 36' curbed	\$ 900,000	\$ 1,800,000
14 NUTTER CHAPEL ROAD	Catherine Place to Salem	36' Curbed - 1,800'	\$ 275,000	\$ 550,000
15 PIN OAK	Shady Ln.to Water Oak	Replace Concrete	\$ 80,000	\$ 175,000
16 TJ	Gertrude to Oak Meadows	overlay	\$ 27,000	\$ 27,000
17 Ryan Road & Shock Loop	Off Reedy South of College	Reconstruct to 24' Open Ditch Roadway	\$ 90,000	\$ 180,000
18 Shock Loop		Reconstruct to 24' Open Ditch Roadway	\$ 90,000	\$ 180,000
19 Hogan Ln.	Prince to Reedy (Pavement starting to fail)		\$ 140,000	\$ 140,000
20 Hubbard - Bruce to College Overlay			\$ 30,000	\$ 30,000
21 Stermer - Salem to Country Club Overlay			\$ 60,000	\$ 60,000
22 Westport Circle Overaly			\$ 12,000	\$ 12,000
23 Robins to Nabholz Ave - Sidewalk (East Side)			\$ 20,000	\$ 20,000
24 Robinson Avenue across Lural Park - Sidewalk			\$ 18,000	\$ 18,000
25 Tyler - Donaghey to Library - Sidewalk North Side			\$ 25,000	\$ 25,000
26 Tyler - Library to Meadowbrook - Sidewalk North Side		Wall & Large Tree Removal may be required	\$ 20,000	\$ 20,000
			\$ 4,257,000	\$ 8,227,000



MEMO

TO: Mayor Tab Townsell
CC: City Council Members
Lisa Mabry Williams
FROM: Felicia Rogers
DATE: November 20th, 2013
SUBJECT: Employee Service Awards

Message:

The following employees will be recognized at the September 24, 2013 City Council meeting for various years of service to the City of Conway. Join us to thank them for their service.

They are as follows:

<u>Name</u>	<u>Date of Hire</u>	<u>Department</u>
10 Paul Young, Building Inspector	11/03/2003	Permits & Code Enforcement
Lisa Mabry-Williams Human Resources Director	11/17/2003	Administration
15 Major Larry Hearn	11/30/1998	Police



City of Conway, Arkansas
Ordinance No. O-13- _____

AN ORDINANCE CLOSING A 15-FOOT UTILITY EASEMENT LYING IN LOT 3-B OF A REPLAT OF LOT 3 CHRISTINA SUBDIVISION LOCATED WEST OF 2401 CHRISTINA LANE; AND FOR OTHER PURPOSES;

WHEREAS, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 1st day of November, 2013 asking the City Council to vacate and abandon all that portion of the 15-foot utility easement located west of 2401 Christina Lane.

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a easement herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the 15-foot utility easement to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of the 15-foot utility easement.

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the 15-foot utility easement designated as follows:

Being the east 15 feet utility easement lying in Lot 3-B of a Replat of Lot 3 Christina Subdivision to the City of Conway, Arkansas, Faulkner County, as shown on plat of record in Plat Book K, Page 384, to the records of Faulkner County, Arkansas.

Section 2. A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

Section 3. This ordinance shall take effect and be in force from and after its passage.

Passed this 26th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY

LOT 3-B CHRISTINA SUBDIVISION -- EASEMENT CLOSING

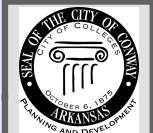


15 FOOT
UTILITY EASEMENT
CLOSING

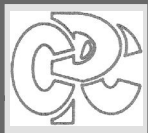
DESCRIPTION
LOT 3-B CHRISTINA SUB
15 FT UTILITY
EASEMENT CLOSING



Tab Townsall - Mayor
 Andy Hawkins & David Grimes - Aldermen Ward 1
 Wesley Pruitt & Shelly Blank - Aldermen Ward 2
 Mark Ledbetter & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Shelly Wilkerson - Aldermen Ward 4
 Michael Murphy - City Attorney
 Michael Barnett - City Clerk

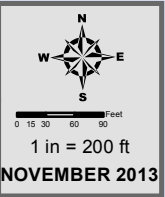


Bryan Patrick - Director
 Wes Cristler - Deputy Director
 Christy Sutherland - Planner
 Lillian Rhee - Planning Tech
 Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
 John Arms - Chair
 Jeff Alender - Vice-Chair

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



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

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



City of Conway, Arkansas
Ordinance No. O-13- _____

AN ORDINANCE CLOSING A 16.5-FOOT TELEPHONE EASEMENT LOCATED IN LOT 38 OF THE GOLDEN MEADOWS SUBDIVISION AT 5015 TYLER STREET; AND FOR OTHER PURPOSES;

Whereas, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 1st day of November, 2013 asking the City Council to vacate and abandon all that portion of the 16.5-foot utility easement located in Lot 38 of the Golden Meadows Subdivision.

Whereas, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a easement herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the 16.5-foot utility easement to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of the 16.5-foot utility easement.

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the 16.5-foot telephone easement designated as follows:

Being the 16.5 feet telephone easement traversing across Lot 38 of Golden Meadows Subdivision to the City of Conway, Arkansas, Faulkner County, as shown on plat of record in Plat Book E, Page 91, to the Records of Faulkner County, Arkansas

Section 2. A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

Section 3. This ordinance shall take effect and be in force from and after its passage.

Passed this 26th of November 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

**Petition of written consent for the
Vacating of Easement
For the intent of Public Use**


Legal Description of Easement Closure, (or portion thereof), to be vacated:

Being the 16.5 feet telephone easement traversing across Lot 38 of Golden Meadows Subdivision, to the City of Conway, Arkansas, Faulkner County, as shown on plat of record in Plat Book E Page 91 to the records of Faulkner County, Arkansas.

Per a letter dated September 17, 2013 to Crye-Leike Realtors Attn: Esmeralda Castro from Lynda Palmer AT&T right of way manager.

Abutting property owner:

**Ernesto Joel Castro
5015 West Tyler Street
Conway, AR 72034**



Ernesto Joel Castro

11-20-13

Date



Lynda Palmer
AT&T Arkansas
Mgr.-OSP P'ing & Engr Design
Right-of-Way
Joint Use of Poles

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

September 17, 2013

Crye-Leike Realtors
Attn: Esmeralda Castro
1065 Skyline Drive
Conway, AR 73021

transmitted via fax - 501-932-0488

Dear Ms. Castro:

The purpose of this letter is to provide you with AT&T's written concurrence to abandon its interest in the utility easement across Lot 38 in the Golden Meadow Subdivision to the City of Conway, Arkansas.

AT&T has no facilities in this UE and has no plans to use it in the future.

If you have questions regarding the facilities, please contact Bob Heitman at 501-373-8892 (rh6243@att.com). If you have questions about the relinquishment of the easement, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Lynda Palmer".

CITY OF CONWAY

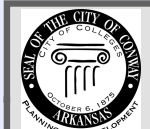
LOT 38 GOLDEN MEADOWS SUB -- EASEMENT CLOSING



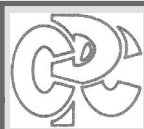
DESCRIPTION
GOLDEN MEADOWS SUB
LOT 38
EASEMENT CLOSING



Tab Towner - Mayor
 Andy Hawkins & David Grimes - Alderman Ward 1
 Wesley Pruitt & Shelly Blair - Alderman Ward 2
 Mark Ledbetter & Mary Smith - Alderman Ward 3
 Theodore Jones, Jr. & Shelly Wilmore - Alderman Ward 4
 Michael Murphy - City Attorney
 Michael Barnett - City Clerk

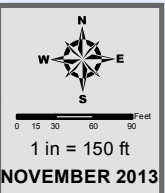


Bryan Patrick - Director
 Wes Cristler - Deputy Director
 Christy Sutherland - Planner
 Linda Rhee - Planning Tech
 Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
 John Arms - Chair
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MAJOR ARTERIAL	STREAMS	R-1	I-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-1
COLLECTOR	CITY LIMITS	R-2	MF-2
RESIDENTIAL		R-3	MF-3
PRIVATE ROAD		HR	RMH
INTERSTATE RAMP		SR	
RAILROADS		Commercial	Office
		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD



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CONTACT INFORMATION
 LANDMARK: 835 WEBSTER
 gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityOfConway.org



**City of Conway, Arkansas
Ordinance No. O-13-_____**

**AN ORDINANCE CREATING A BOARD OF ASSESSMENT TO REVIEW PROPOSED BENEFITS FOR THE
CENTRAL BUSINESS DISTRICT #1; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

Whereas, On November 12, 2013, the City Council of Conway, AR adopted Ordinance O-13-116 creating the Central Business , District #1 for the City of Conway, AR; and

Whereas, Arkansas Code Annotated § 14-90-201 requires the City Council to appoint a Board of Assessment to review the benefits adopted by the Central Business District #1 and Assessments proposed by the District's Assessor.

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

Section 1. The City of Conway hereby appoints a Board of Assessment to review the Plan of Work and property assessments of the Central Business District #1 and the following owners of property within the District are appointed to serve on the Board: Richard Arnold, Robert Adcock, and T.J. Johnston.

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

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

PASSED this 26th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

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



City of Conway
Street and Engineering Department
100 East Robins Street
Conway, AR 72032

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

November 20, 2013

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

**RE: Relocated Cantrell Field
Terminal Building Construction
Corco Construction – Change Order No. 1**

Dear Mayor Townsell:

I have attached for approval a proposed Change Order No. 1 for the Terminal Building at Cantrell Field. The proposed change was reviewed by the Airport Advisory Committee and recommended for approval. The major item included in the proposed Change Order is utilizing metal panels for the Entry Canopies rather than the massive Precast Concrete Panels included in the bid package.

I have attached elevation views of the revised building.

The proposed change Order reduces the project construction cost by \$49,993. The Construction Cost is reduced from \$1,536,000 to \$1,486,007.

Please advise if you have questions.

Thanks,

Ronnie Hall, P.E.



Request For Change Order

Project Airport Terminal Cantrell Field

View Date 11/12/2013

CORCO Construction
16603 Cantrell Road Suite One
Little Rock, AR 7223
Phone: (501) 868-9222
Fax: (501) 868-9221

RCO No. 001

Date 11/6/2013
Cost Event No.

Budget Status New

Description PR #1 rev1

From Jon Virden
CORCO Construction
16603 Cantrell Road Suite One
Little Rock, AR 7223
Phone: (501) 868-9222
Fax: (501) 868-9221

To Joanna Nabholz
Sowell Architects
1315 North Street, Suite 100
Conway, AR 72034
Phone: (501) 450-9633
Fax:

Scope of Work Changes for Proposal Request No. 1
(12" (24 gauge) flush metal wall panels in lieu of ACM panels)

Total Deduct: \$40,378

Alternate deduct:

- 1. Delete Galvanizing of steel from PR #1: deduct \$9,615

	Submitted (USD)
Items	-
Markups	-
Total	-

CORCO Construction

Signed:

By: Jon Virden, Project Manager

Date:

Sowell Architects

Signed:

By: Joanna Nabholz

Date:

PROPOSAL REQUEST

OWNER
ARCHITECT
CONTRACTOR

PROJECT: Airport Terminal Cantrell Field
3300 Lollie Road
Conway, Arkansas

PROPOSAL REQUEST NO.: 1

DATE OF ISSUANCE: October 16, 2013

OWNER: City of Conway
1201 Oak St
Conway, AR

ARCHITECT'S PROJECT NO.: 12727

CONTRACT DATE: 9-10-2013

TO CONTRACTOR: Corco Construction LLC
16603 Cantrell Rd, Ste 1
Little Rock, AR 72223

CONTRACT FOR: General

ARCHITECT: Sowell Architects, Inc.
1315 North Street, Suite 100
Conway, AR 72034

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: ENTRANCE CANOPY AND EXTERIOR MATERIAL REVISIONS

The following revisions have been made to the drawings as seen in the attached revised sheets:

1. Refer to Revised Sheet LS1.1 - Revise Occupant Load and proposed furniture layout.
2. Refer to Revised Sheet A1.1 –
 - a. Revise width of Door type E.
 - b. Revise height of Window Type 2.
 - c. Revise width of Door 1081.
3. Refer to Revised Sheet A2.1 & A2.2 – Revise entrance canopies layout and structural grid lines 5,6, C, M & N. Delete precast panels at porch 100 & 112 and at exterior corners of building. See revised elevations and sections for more information.
4. Refer to Revised Sheet A2.3 – Revise entrance canopy metal soffit. Delete metal soffit panels along perimeter of the building. Revise entrance canopy light fixture layout. See revised electrical for revised and additional light fixtures.
5. Refer to Revised Sheet A2.4 – Delete single ply roofing system and roof drains. Delete roof drain and TPO termination details. Provide arched standing seam metal roofs at entrance canopies. See revised elevations and sections for more information.
6. Refer to Revised Sheet A3.1 & A3.2 –
 - a. Delete precast elevations 3-6.
 - b. Revise eave height on PEMB to be 13'4".
 - c. Provide aluminum composite wall panel system in lieu of 12" flush metal wall panels.

- d. Provide aluminum composite wall panel system in lieu of precast panels at entrances.
 - e. Revise signage to be 1'-4" tall cast aluminum letters rail mounted.
 - f. Entrance Canopy to be constructed of structural steel trusses, arched standing seam metal roof and masonry veneer columns.
 - g. Add wall sconce light fixtures mounted at 10'-0" AFF to brick columns at canopy as shown. See electrical for more information.
7. Refer to Revised Sheet A4.1 - A4.5 –
- a. Entrance Canopy to be constructed of structural steel trusses, arched standing seam metal roof and masonry veneer columns. Delete horizontal 6" metal studs that supported the metal soffit.
 - b. Revise eave height on PEMB to be 13'4".
 - c. Delete metal soffit along perimeter of PEMB.
 - d. Provide aluminum composite wall panel system in lieu of 12" flush metal wall panels.
 - e. Provide aluminum composite wall panel system in lieu of precast panels at entrances.
8. Refer to Revised Sheet S0.1, S1.1, S1.2, S2.1 – S2.4 – Revise as indicated.
9. Refer to sheet P0.1 - Plumbing Fixture Schedule. Delete "RD-1" and "DSNZL" from the schedule.
10. Refer to sheet P1.0 - Delete all work associated with roof drainage over the entry canopies. These roofs are now pitched and no longer require internal drainage systems.
11. Refer to sheet P2.0 - Delete details "D7".
12. Refer to Sheet E2.1 - Revise canopy lighting as shown to replace current type H fixture with pendant mounted fixture (quantity and specification as indicated in sketch). Provide additional type C and M fixtures as shown on sketch E1 & E2. Note that type M fixtures are to be mounted on top of cross member and shall be rated for damp location.

ATTACHMENTS: Revised LS1.1, A1.1, A2.1, A2.2, A2.3, A2.4, A3.1, A3.2, A4.1, A4.2, A4.3, A4.4, A4.5, S0.1, S1.1, S1.2, S2.1, S2.2, S2.3, S2.4, Sketches E1. & E2

REQUESTED BY: Joanna Nabholz



City of Conway
Street and Engineering Department
100 East Robins Street
Conway, AR 72032

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

November 20, 2013

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

**RE: Relocated Cantrell Field
Terminal Building Construction
Garver Contract Amendment**

Dear Mayor Townsell:

I have attached for approval a proposed contract amendment to compensate the Architect for additional work involved in developing alternative floor plan layouts, alternative exterior elevation views for alternative finishes and redesign of the entry canopy.

The proposed Contract Amendment increases the Design Fee by \$13,000. The Design Fee is increased from \$117,000 to \$130,000 as shown on the attached agreement.

Please advise if you have questions.

Thanks,

Ronnie Hall, P.E.

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF CONWAY
CONWAY, ARKANSAS
Project No. 13011501**

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, dated _____, 2013 shall amend the original contract between the CITY OF CONWAY (Owner) and GARVER, LLC (Engineer), dated February 12, 2013 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1 adds/modifies professional architectural and engineering services for the:

NEW CONWAY AIRPORT TERMINAL BUILDING

The original contract is hereby modified as follows:

SCOPE OF SERVICES

The Scope of Services of the original contract is hereby amended as follows:

The Engineer will provide the following additional services:

1. Alternate floor plan studies including the addition of a restaurant.
2. Alternate exterior elevation studies.
3. Redesign of the canopy and related drawings, details, and specifications.
4. Structural engineering services for the canopy redesign.

PAYMENT TERMS

The Payment Terms of the original contract is hereby amended as follows:

For the work described under Scope of Services, the Client will pay Garver as outlined in the below table.

WORK DESCRIPTION	FEE AMOUNT	AMENDMENT FEE AMOUNT	FEE TYPE
Terminal Engineering/Architecture Services	\$117,000.00	\$130,000.00	LUMP SUM
TOTAL FEE	\$117,000.00	\$130,000.00	

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

OWNER

ENGINEER

CITY OF CONWAY

GARVER, LLC

By: _____

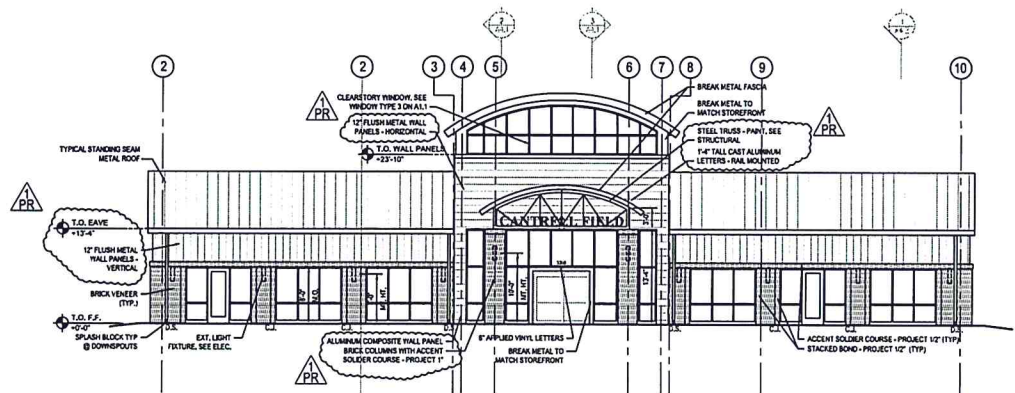
By: _____

Title: _____

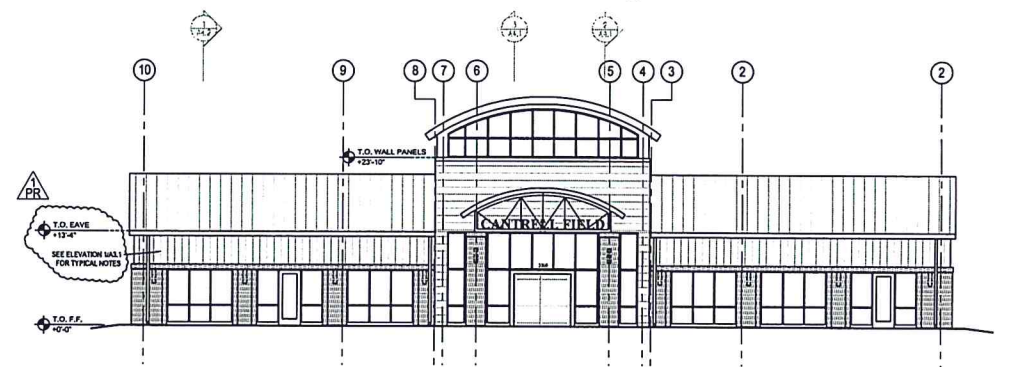
Title: _____

ATTEST: _____

ATTEST: _____



1 ELEVATION
 1/8" = 1'-0"



2 ELEVATION
 1/8" = 1'-0"

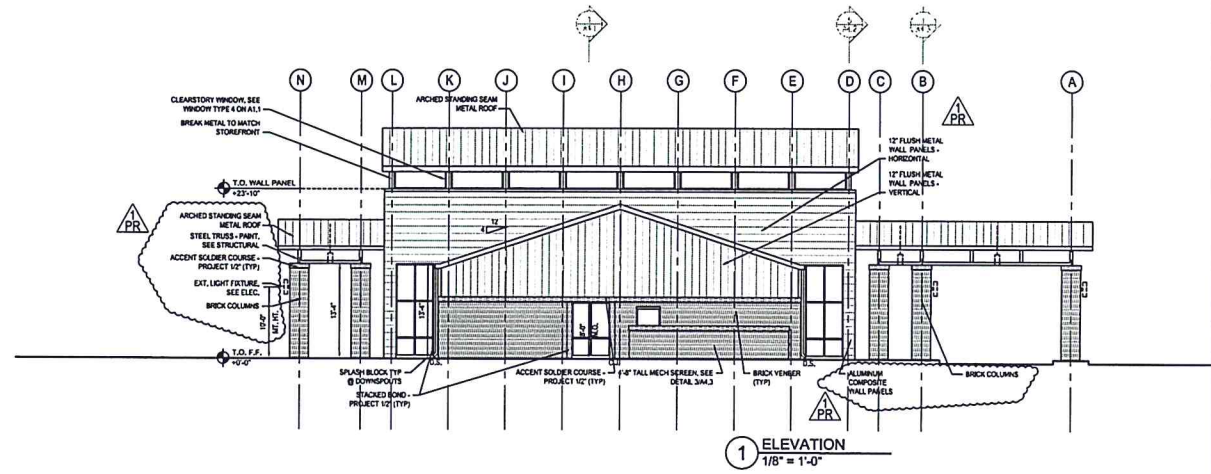
AIRPORT TERMINAL
CANTRELL FIELD
CONWAY, ARKANSAS



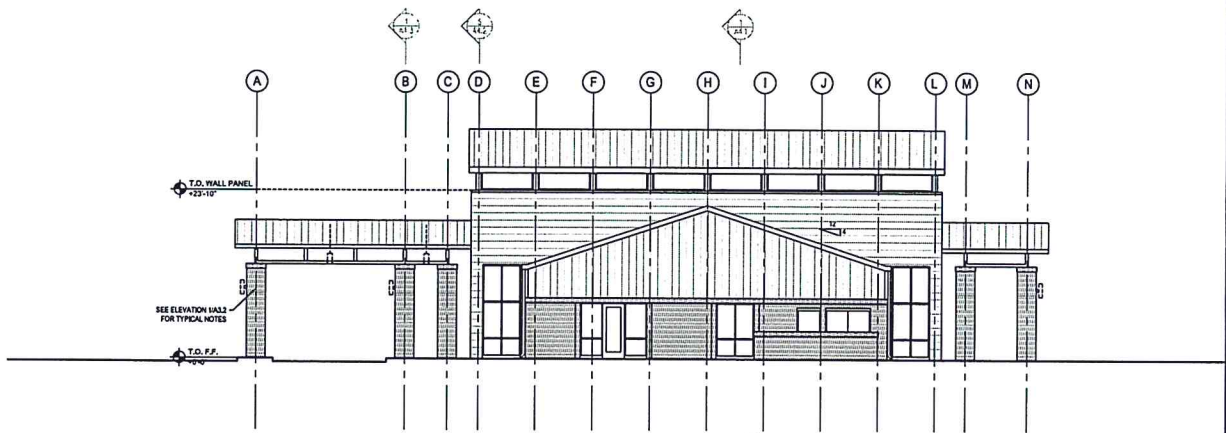
PR 10-16-2013
 11-7-2013
 5-17-2013
 13727

EXTERIOR ELEVATIONS
 & PRECAST ELEVATIONS

A3.1



1 ELEVATION
 1/8" = 1'-0"



2 ELEVATION
 1/8" = 1'-0"

AIRPORT TERMINAL
CANTRELL FIELD
CONWAY, ARKANSAS



PR 10-16-2013
 11-7-2013
 5-17-2013
 1.3727

EXTERIOR ELEVATIONS

A3.2



City of Conway
Street and Engineering Department
100 East Robins Street
Conway, AR 72032

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

November 20, 2013

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

**RE: Relocated Cantrell Field
Garver Engineering Contract
T-Hangars & Community Hangar**

Dear Mayor Townsell:

I have attached for approval a proposed Engineering Contract from Garver Engineers to provide professional engineering service necessary to prepare plans, specification and contract documents for the T- Hangars and Community Hangar at the Relocated Cantrell Field. The work also includes construction observation of quality assurance for these projects.

One Bid Package will include three – 12 Bay Enclosed T-Hangars and one - 12 Bay Sun Shade Canopy. The current budget amount is \$1,900,000.

The second Bid Package will include one 100' x 100' community or maintenance hangar. The current budget amount is \$500,000.

The cost of the design engineering services is \$107,000 and construction services \$99,000 for a total of \$206,000 as detailed in the attached contract.

The engineering services and construction contracts are included in the budget funded by the proceeds from the sale of Cantrell Field.

Please advise if you have questions.

Thanks,

Ronnie Hall, P.E.



AGREEMENT FOR PROFESSIONAL SERVICES
City of Conway, Arkansas
Conway, Arkansas
Project No. 13011503

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Conway, Arkansas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as the "GARVER".

The Owner intends to make the following improvements:

Hangar Construction

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner. GARVER's services will be coordinated with the Owner and others required in the accomplishment of the work and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
BID PACKAGE 1 – T-HANGAR CONSTRUCTION		
BP1 - DESIGN SERVICES	\$65,000	LUMP SUM
BP1 - BIDDING SERVICES	\$8,600	LUMP SUM
BP1 - CONSTRUCTION SERVICES	\$69,400	LUMP SUM
BID PACKAGE 2 – BOX HANGAR CONSTRUCTION		
BP2 - DESIGN SERVICES	\$27,500	LUMP SUM
BP2 - BIDDING SERVICES	\$5,500	LUMP SUM
BP2 - CONSTRUCTION SERVICES	\$30,000	LUMP SUM
TOTAL FEE	\$206,000	

The lump sum amount to be paid under this agreement is \$206,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 1, 2014.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2014.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on



the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.

5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. Furnishing GARVER a current geotechnical report for the proposed site of construction. GARVER will coordinate with the geotechnical consultant, the Owner has contracted with, on the Owner's behalf for the information that is needed for this project.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall



indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of GARVER which are directly



pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. GARVER shall maintain all required records for 3 years after the Owner makes final payment and all other pending matters are closed.

After completion of the Project, and prior to final payment, GARVER shall deliver to the Owner all original documentation prepared under this Contract, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) set of the record drawing Construction Plans will also be delivered to the FAA Airport Region Office. In the event the Owner does not have proper storage facilities for the protection of the original Drawings, the Owner may request GARVER to retain the Drawings with the provision that they will be made available upon written request.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.7, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

5.7 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and GARVER agree that all disputes between them



arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 8.1.1 Appendix A – Scope of Services
 - 8.1.2 Appendix B – Fee Spreadsheets
- 8.2 This Agreement (consisting of pages 1 to 7, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between the Owner and GARVER and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF CONWAY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



APPENDIX A

SCOPE OF SERVICES CITY OF CONWAY CONWAY, ARKANSAS

2.1 General

Generally, the scope of services includes two bid packages for the construction of hangars at the new Conway Municipal Airport. Bid Package 1 services will include design, bidding, and construction services for the construction of 3-12 bay t-hangars and 1 – 12 bay shade hangar. Bid Package 2 services will include design, bidding, and construction services for the construction of a 100' x 100' hangar.

2.2 Final Design

Garver will serve as the Owner's representative throughout the project and furnish consultation and advice to the Owner during the performance of this service. Garver will coordinate funding options with Arkansas Department of Aeronautics. Garver will prepare and E-File all necessary documentation required to fulfill project programming and air spacing requirements. Garver will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Client and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of two (2) construction contracts. These designs shall be in accordance with sound engineering principles and shall be submitted to the FAA office from which approval must be obtained. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the Department of Labor as appropriate for incorporation into the specifications for the proposed project. Garver will furnish plans to the Client for bidding and coordination purposes.

2.3 Bidding Services

Garver will assist the Client in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences. The Client will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Client as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Client concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Client in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Client in the execution of all contract documents and furnish a sufficient number of executed documents for the Client and the Contractor.

2.4 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:



1. Support the Client's improvement plan by accomplishing preliminary planning, and/or engineering work as directed by the Client. The work shall include the preparation of opinions of costs, preliminary plans, applications for local, state, and federal funds, and services required to support the Client's applications for funds.
2. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
3. Prepare for and attend utilities coordination meeting.
4. Attend progress/coordination meetings with the Client /Contractor.
5. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
6. Consult with and advise the Client during the construction period. Garver will submit, when requested by the Client, written reports to the Client on the progress of the construction including any problem areas that have developed or are anticipated to develop
7. Issue instructions to the Contractor on behalf of the Client and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
8. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Client regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
9. Maintain a set of working drawings and prepare and furnish record drawings.
10. Provide part-time resident construction observation services for the 150-calendar-day construction contract performance time for **BID PACKAGE 1**. The proposed fee is based on approximately 20 hours per week, during the construction contract performance time plus an additional 4 weeks for weather and other delays beyond the contractor's control. If the construction time extends beyond the time established in this agreement or if the Client wishes to increase the time or frequency of the observation, the Client will pay Garver an additional fee agreed to by the Client and Garver.
11. Provide part-time resident construction observation services for the 90-calendar-day construction contract performance time for **BID PACKAGE 2**. The proposed fee is based on approximately 12 hours per week, during the construction contract performance time plus an additional 2 weeks for weather and other delays beyond the contractor's control. If the construction time extends beyond the time established in this agreement or if the Client wishes to increase the time or frequency of the observation, the Client will pay Garver an additional fee agreed to by the Client and Garver.
12. When authorized by the Client, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and



Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.

13. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Client during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Client. Coordinate with this firm to insure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.
- Assist the Client in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.

In performing construction observation services, Garver will endeavor to protect the Client against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Client immediately, so that appropriate action under the Client's contract with the Contractor can be taken.

As a minimum, Garver's project engineer or his qualified representative will visit the site of the work on the average of once during each fifteen (15) working days of the construction period. These visits should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when his presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. Garver's project engineer shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.

2.5 Project Deliverables

The following will be submitted to the Client, or others as indicated, by Garver:

1. Two copies of the Final Design with opinion of probable construction cost.



2. Three copies of the Final Plans and Specifications to the Contractor.
3. Two copies of approved shop drawings/submittals from the Contractor.
4. One hard copy set of Record Drawings.
5. Two Arkansas Department of Aeronautics Grant Applications
6. Electronic files as requested.

2.6 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Pavement Design beyond that furnished in the Geotechnical Report.
4. Design of any utilities relocation other than water and sewer.
5. Street lighting or other electrical design beyond that required for each hangar.
6. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ. Construction materials testing.
7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Services after construction, such as warranty follow-up, operations support, etc.

Extra Work will be as directed by the Client in writing for an additional fee as agreed upon by the Client and Garver.

2.7 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Milestone</u>	<u>Date</u>
Bid Package 1 – Advertise for Bids	January 8, 2014
Bid Package 1 – Bid Opening	January 29, 2014
Bid Package 1 – Submit ADA Grant Application to City for Execution	January 30, 2014
Bid Package 1 – Issue Notice to Proceed	TBD
Bid Package 2 – Advertise for Bids	February 2, 2014
Bid Package 2 – Bid Opening	February 26, 2014
Bid Package 2 – Submit ADA Grant Application to the City for Execution	February 27, 2014
Bid Package 2 – Issue Notice to Proceed	TBD

APPENDIX B

CITY OF CONWAY HANGAR CONSTRUCTION

FEE SUMMARY

Bid Package 1 Services	Estimated Fees
BP1 - DESIGN SERVICES	\$65,000.00
BP1 - BIDDING SERVICES	\$8,600.00
BP1 - CONSTRUCTION SERVICES	\$69,400.00
Subtotal for Bid Package 1 Services	\$143,000.00

Bid Package 2 Services	
BP2 - DESIGN SERVICES	\$27,500.00
BP2 - BIDDING SERVICES	\$5,500.00
BP2 - CONSTRUCTION SERVICES	\$30,000.00
Subtotal for Bid Package 2 Services	\$63,000.00

APPENDIX B

**CITY OF CONWAY
HANGAR CONSTRUCTION**

BP1 - DESIGN SERVICES

WORK TASK DESCRIPTION	E-6	E-4	E-2	E-1	T-2	X-2	D-3
	\$228.00	\$150.00	\$106.00	\$92.00	\$84.00	\$71.00	\$116.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
FAA Airspace Coordination		2		6	12		
Final Plans							
Cover Sheet		1		2	4		
Project Layout Plan	1	6		8	16		
Survey Control Plan	1	2		2	4		
Typical Section	1	6		8	12		
Typical Details	1	6		8	12		
Layout Sheets	1	6		24	24		
Site Plans	1	12		24	24		
Coordination with the Owner/Funding Agency	2	16		16			
Specifications/Contract Documents	2	16		16		8	
Quantities		2		6	2		
Opinion of Probable Construction Cost	0.5	2		4			
QC Review	8	8					
ADA Grant Application	1	2		4			
ADA Meeting		4		4			
Subtotal - Civil Engineering	19.5	91	0	132	110	8	0
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Hangar Wiring Design	8			24			8
Electrical Layout	6			20			8
Panel Details	4			16			8
Electrical Details	8			16			8
Technical Specifications	8			16			8
Utility Coordination	4	4		8			8
Subtotal - Electrical Engineering	38	4	0	100	0	0	48

Hours	57.5	95	0	232	110	8	48
Salary Costs	\$13,110	\$14,250	\$0	\$21,344	\$9,240	\$568	\$5,568

SUBTOTAL - SALARIES: \$64,080.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$372.00
Postage/Freight/Courier	\$175.00
Travel Costs	\$373.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$920.00

SUBTOTAL: \$65,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$65,000.00

APPENDIX B

**CITY OF CONWAY
HANGAR CONSTRUCTION**

BP1 - BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-4	E-2	E-1	D-3	X-2	X-1
	\$228.00	\$150.00	\$106.00	\$92.00	\$116.00	\$71.00	\$52.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Addendums/Inquiries		8		12		6	
Pre Bid Meeting and preparation	4	4		8			
Bid Opening		4		4			
Prepare bid tabulation		1		1		2	
Evaluate bids and recommend award		2		4		1	
Prepare construction contracts		1		3		6	
Notice to Proceed		0.5		1			
Subtotal - Civil Engineering	4	20.5	0	33	0	15	0
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0
Hours	4	20.5	0	33	0	15	0
Salary Costs	\$912.00	\$3,075.00	\$0.00	\$3,036.00	\$0.00	\$1,065.00	\$0.00

SUBTOTAL - SALARIES: \$8,088.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$182.00
Postage/Freight/Courier	\$101.00
Travel Costs	\$229.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$512.00

SUBTOTAL: \$8,600.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$8,600.00

APPENDIX B

**CITY OF CONWAY
HANGAR CONSTRUCTION**

BP1 - CONSTRUCTION SERVICES

WORK TASK DESCRIPTION	E-6	E-4	E-1	T-2	C-2	C-3	X-2
	\$228.00	\$150.00	\$92.00	\$84.00	\$103.00	\$126.00	\$71.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruction Meeting		4	4		4		
Progress Meetings with Contractor/City		16	16				
Monthly Pay Requests		3	2				6
Shop Drawings/Material Submittals	3	4	16				
Coordination with Owner		16					
Record Drawings				8			
Prepare Change Orders		1	2				4
Resident Construction Observation					510		
Final Project Inspection and Punchlist		5	5		5		
Prepare Closeout Documentation		2	4				
Subtotal - Civil Engineering	3	51	49	8	519	0	10
2. Surveys - Property							
Subtotal - Surveying	0	0	0	0	0	0	0

Hours	3	51	49	8	519	0	10
Salary Costs	\$684.00	\$7,650.00	\$4,508.00	\$672.00	\$53,457.00	\$0.00	\$710.00

SUBTOTAL - SALARIES: \$67,681.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$209.00
Travel Costs	\$1,510.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,719.00

SUBTOTAL: \$69,400.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$69,400.00

APPENDIX B

CITY OF CONWAY HANGAR CONSTRUCTION

BP2 - DESIGN SERVICES

WORK TASK DESCRIPTION	E-6	E-4	E-2	E-1	D-3	T-2	X-2
	\$228.00	\$150.00	\$106.00	\$92.00	\$116.00	\$84.00	\$71.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
FAA Airspace Coordination		1		3		6	
Final Plans							
Cover Sheet		1		1		4	
Project Layout Plan		1		2		4	
Survey Control Plan		1		1		2	
Typical Section		2		8		12	
Typical Details		2		6		12	
Layout Sheet		2		8		8	
Site Plans		2		8		12	
Coordination with the Owner/Funding Agency		8		8			
Specifications/Contract Documents		4		12			4
Quantities		1		4			
Opinion of Probable Construction Cost		2		4			
QC Review	2	4					
ADA Grant Application		1		4			
ADA Meeting		4		4			
Subtotal - Civil Engineering	2	36	0	73	0	60	4
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Hangar Wiring Design	4			8			4
Electrical Layout	2			8			4
Panel Details	2			6			2
Electrical Details	4			8			2
Technical Specifications	4			8			4
Utility Coordination	1			8			1
Subtotal - Electrical Engineering	17	0	0	46	0	0	17
Hours	19	36	0	119	0	60	21
Salary Costs	\$4,332.00	\$5,400.00	\$0.00	\$10,948.00	\$0.00	\$5,040.00	\$1,491.00

SUBTOTAL - SALARIES: \$27,211.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$101.00
Postage/Freight/Courier	\$88.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$289.00

SUBTOTAL: \$27,500.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$27,500.00

APPENDIX B

**CITY OF CONWAY
HANGAR CONSTRUCTION**

BP2 - BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-4	E-2	E-1	D-3	T-2	X-2
	\$228.00	\$150.00	\$106.00	\$92.00	\$116.00	\$84.00	\$71.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Addendums/Inquiries	2	4		10		4	
Bid Opening		4		4			
Prepare bid tabulation		0.5		1		2	
Evaluate bids and recommend award		2		3			
Prepare construction contracts		0.5		2		6	
Notice to Proceed		0.5		1			
Subtotal - Civil Engineering	2	11.5	0	21	0	12	0
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0

Hours	2	11.5	0	21	0	12	0
Salary Costs	\$456.00	\$1,725.00	\$0.00	\$1,932.00	\$0.00	\$1,008.00	\$0.00

SUBTOTAL - SALARIES: \$5,121.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$150.00
Postage/Freight/Courier	\$105.00
Travel Costs	\$124.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$379.00

SUBTOTAL: \$5,500.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$5,500.00

APPENDIX B

**CITY OF CONWAY
HANGAR CONSTRUCTION**

BP2 - CONSTRUCTION SERVICES

WORK TASK DESCRIPTION	E-6	E-4	E-1	T-2	C-3	C-2	X-2
	\$228.00	\$150.00	\$92.00	\$84.00	\$126.00	\$103.00	\$71.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruction Meeting		4	4			4	
Progress Meetings with Contractor/City		8	8				
Monthly Pay Requests		2					4
Shop Drawings/Material Submittals		2	8				
Coordination with Owner		12	5				
Record Drawings		1	2	8			
Prepare Change Orders		1	3				2
Resident Construction Observation						180	
Final Project Inspection and Punchlist		5	5			5	
Prepare Closeout Documentation		1	2				
Subtotal - Civil Engineering	0	36	37	8	0	189	6
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0

Hours	0	36	37	8	0	189	6
Salary Costs	\$0.00	\$5,400.00	\$3,404.00	\$672.00	\$0.00	\$19,467.00	\$426.00

SUBTOTAL - SALARIES: \$29,369.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$90.00
Postage/Freight/Courier	\$89.00
Travel Costs	\$452.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$631.00

SUBTOTAL: \$30,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$30,000.00



City of Conway, Arkansas

Ordinance No. O-13-____

AN ORDINANCE AMENDING BY REFERENCE THE CITY OF CONWAY AIRPORT HEIGHT AND LAND USE ZONING OVERLAY DISTRICT ADOPTED BY REFERRING ORDINANCE O-11-35, MAY 10, 2011; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

WHEREAS, "The Airport Zoning Enabling Act," Act 116, Acts of Arkansas, 1941 (as amended) gives the City of Conway the authority for establishing restrictions around Airports for the health and safety of the public. It is hereby found that an obstruction to navigable airspace has the potential for endangering the lives of property and users of the Conway Municipal Airport, and property or occupants of land in its vicinity; that such obstruction may affect existing and future instrument approach minimums of the Conway Municipal Airport; and that such obstructions may reduce the size of areas available for landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of the Conway Municipal airport and the public investment therein.

WHEREAS, certain agricultural crops, constructed water impoundments and other land use practices may create bird and waterfowl attractants in the vicinity of the Airport. Birds and waterfowl in the vicinity of the runway may create a safety hazard for aircraft using the Conway Municipal Airport. Therefore, the City of Conway desires to establish land use controls to minimize the potential for creating new bird or waterfowl attractants in the vicinity of the a Conway Municipal Airport. Preexisting land uses may be exempt from these bird and waterfowl attract controls if uses can be documented prior to the effective date of this ordinance. This land use restricting may extend beyond the City Limits of Conway into the unincorporated lands of Faulkner County as provided in Arkansas State Code ACA 14-56-413.

WHEREAS, certain design standards unique to airport development are necessary for specific land uses and harmonious design of airport structures.

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

SECTION 1. The City of Conway Airport Height and Land Use Overlay District is hereby amended by reference which was approved following notice as required by law, such ordinance consisting of the 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. All ordinances in conflict herewith are repealed to the extent of the conflict.

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

PASSED this 12th day of November, 2013.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas

Adopted by Reference Ordinance No. O-11-35 dated May 10, 2011

Amended by Ordinance No. O-13-____ dated November 12, 2013

CITY OF CONWAY AIRPORT HEIGHT AND LAND USE ZONING OVERLAY DISTRICT

A ZONING OVERLAY DISTRICT TO LIMIT HEIGHT OF OBJECTS AND OTHER LAND USE CONTROLS IN THE VICINITY OF THE CONWAY MUNICIPAL AIRPORT.

AN OVERLAY DISTRICT REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH, AND OTHERWISE REGULATING THE USE OF PROPERTY IN THE VICINITY OF THE CONWAY MUNICIPAL AIRPORT, BY CREATING APPROPRIATE ZONES AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; DEFINING CERTAIN TERMS USED HERIN; REFERRING TO THE "CONWAY MUNICIPAL AIRPORT HEIGHT ZONING MAP," WHICH IS INCORPORATED IN AND MADE A PART OF THIS OVERLAY DISTRICT; PROVIDING FOR ENFORCEMENT; ESTABLISHING ADMINISTRATIVE RESPONSIBILITY; AND IMPOSING PENALTIES.

WHEREAS, "The Airport Zoning Enabling Act," Act 116, Acts of Arkansas, 1941 (as amended) gives the City of Conway the authority for establishing restriction around Airports for the health and safety of the public. It is hereby found that an obstruction to navigable airspace has the potential for endangering the lives of property and users of the Conway Municipal Airport, and property or occupants of land in its vicinity; that such obstruction may affect existing and future instrument approach minimums of the Conway Municipal Airport; and that such obstructions may reduce the size of areas available for landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of the Conway Municipal airport and the public investment therein. Accordingly, it is declared:

- (1) that the creation or establishment of an obstruction has the potential of being a public nuisance and may injure the region served by the Conway Municipal Airport;
- (2) that it is necessary in the interest of the public health, safety and general welfare that the creation or establishment of obstructions that are a hazard to air navigation be prevented;
- (3) that the prevention of these obstructions should be accomplished, to the extent legally possible, by the exercise of the police power without compensation; and
- (4) that the prevention of the creation or establishment of hazards to air navigation, the elimination, removal, alteration or mitigation of hazards to air navigation, or the marking and lighting of obstructions are public purposes for which a political subdivision may raise and expend public funds and acquire land or interests in land.

WHEREAS, certain agricultural crops, constructed water impoundments and other land use practices may create bird and waterfowl attractants in the vicinity of the Airport. Birds and waterfowl in the vicinity of the runway may create a safety hazard for aircraft using the Conway Municipal Airport. Therefore, the City of Conway desires to establish land use controls to minimize the potential for creating new bird or waterfowl attractants in the vicinity of the a Conway Municipal Airport. Preexisting land uses shall be exempt from these bird and waterfowl attract controls if uses can be documented prior to the effective date of this Overlay District. This land use restricting may extend beyond the City Limits of Conway into the unincorporated lands of Faulkner County as provided in Arkansas State Code ACA 14-56-413.

IT IS HEREBY ORDAINED BY THE CONWAY CITY COUNCIL OF CONWAY, ARKANSAS, AS FOLLOWS:

SECTION I: SHORT TITLE

This Overlay District shall be known and may be cited as the "City of Conway Airport Height and Land Use Zoning Overlay District."

SECTION II: DEFINITIONS

As used in this Overlay District, unless the context otherwise requires:

1. AIRPORT: Conway Municipal Airport located in the southwest portion of the City of Conway, Arkansas.
2. AIRPORT ELEVATION: 275 feet above mean sea level.
3. AIRPORT MANAGER: The person responsible for the day-to-day operations and management of the Conway Municipal Airport appointed by the Conway City Council.
4. APPROACH SURFACE: An imaginary plane longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the appropriate approach zone height limitation slope set forth in Section IV of this Overlay District. In plan, the perimeter of the approach surface coincides with the perimeter of the approach zone.
5. APPROACH, TRANSITIONAL, HORIZONTAL, AND CONICAL ZONES: These zones are set forth in Section III of this Overlay District.
6. City Council: Shall mean the City of Conway's City Council.
7. CONICAL SURFACE: An imaginary surface extended outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.
8. GRANDFATHERED IN: A term used to indicate a condition or practice in existence prior to the enactment of restriction or rules impacting the condition or practice and allowed to be exempt from the rules and restriction and continue because of the preexisting condition.
9. HAZARD TO AIR NAVIGATION: An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of navigable airspace.
10. HEIGHT: For the purpose of determining the height limits in all zones set forth in this Overlay District and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.
11. HORIZONTAL SURFACE: An imaginary horizontal plane 150 feet above the airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone. The actual elevation of the horizontal surface is 428.6 feet above mean sea level.
12. NONCOMFORMING USE: Any pre-existing structure, object of natural growth or use of land which is inconsistent with the provisions contained herein at the time of the adoption of this Overlay District or any amendment thereto.
13. NONPRECISION INSTRUMENT RUNWAY: A runway have an existing or planned instrument approach procedure utilizing air navigation facilities with only horizontal guidance or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned.
14. OBSTRUCTION: Any structure, growth or other object, including a mobile object, which exceeds a limiting height set forth in Section IV of this Overlay District.
15. PERSON: Any individual, firm, partnership, public or private corporation, company, association, joint stock association or government entity, and includes any trustee, receiver, assignee or other similar representative thereof.
16. PRECISION INSTRUMENT RUNWAY: A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS), Precision Approach Radar (PAR), Microwave Landing System (MLS), or Precision Global Positioning System (GPS). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.
17. PRIMARY SURFACE: An imaginary surface longitudinally centered on a runway. The primary surface extends 200 feet beyond each end of that runway. The width of the primary surface is set forth in Section III of this Overlay District. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway (pavement) centerline.
18. RUNWAY: An area prepared for landing and takeoff of aircraft along its length.
19. STRUCTURE: Any object, including a mobile object, constructed or installed by man, including but without limitation, buildings, towers, cranes, smokestacks, earth formations and overhead transmission lines.
20. CONWAY AIRPORT COMMISSION: A Commission consisting of seven (7) members to be appointed by the Conway City Council to oversee the operations and management of the Conway Municipal Airport. Until a Conway Airport Commission is appointed, the Conway City Council will serve as this body.

21. **TRANSITIONAL SURFACES:** These imaginary surfaces extend outward at 90 degree angles to the runway centerline (and the extended runway centerline) at a slope of (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90 degree angles to the extended runway centerline.
22. **TREE:** Any object of natural growth.

SECTION III: AIRPORT ZONES

In order to carry out the provision of this Overlay District, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surface, horizontal surface and conical surface as they apply to the Conway Municipal Airport. Such zones are shown on the "Conway Municipal Airport Height Zoning Maps 1 & 2," consisting of two sheets, prepared by Garver, LLC dated March 2011 and subsequent updates thereof, which is attached to this Overlay District and made part hereof. A legal description attached as "Exhibit A" further describes the land area included in the land use restrictions. An area located in more than one of the following zones is considered to be only in the zone with more restrictive height limitation. The various height restriction zones are hereby established and defined as follows.

1. Nonprecision Instrument Approach Zone (Runway 5) - the inner edge of this approach zone coincides with width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 3,500 feet at the horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
2. Precision Instrument Approach Zone (Runway 23) - The inner edge of this approach zone coincided with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,000 feet a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
3. Transitional Zones - Area beneath the transitional surfaces.
4. Horizontal Zone - The horizontal zone is established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each runway, and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
5. Conical Zone - The area that commences at the periphery of the horizontal zone and extends outward for a horizontal distance of 4,000 feet.

Furthermore, there are hereby created and established zones which include all the land lying beneath the runway protection zones as they apply to the Conway Municipal Airport. The runway protection zones are hereby established and defined as follows:

1. Runway Protection Zone (Runway 5) – The inner edge of the zone begins 200 feet beyond the end of the runway and it is trapezoidal in shape and centered about the extended runway centerline. The inner width is 1,000 feet, the outer width is 1,510 feet and the length is 1,700 feet, containing 48.978 acres, more or less.
2. Runway Protection Zone (Runway 23) – The inner edge of the zone begins 200 feet beyond the end of the runway and it is trapezoidal in shape and centered about the extended runway centerline. The inner width is 1,000 feet, the outer width is 1,750 feet and the length is 2,500 feet, containing 78.914 acres, more or less.

SECTION IV: AIRPORT ZONE HEIGHT LIMITATIONS

Except as otherwise provided in this Overlay District, no structure shall be erected, altered or maintained, and no tree shall be allowed to grow in any zone created by this Overlay District to a height in excess of the applicable height limitation herein established for such zone. Such applicable height limitations are hereby established for each of the zones as follows:

1. Nonprecision Instrument Approach Surface (Runway 5) - Slopes thirty-four (34) feet outward for each foot upward, beginning at the end of and at the same elevation as the primary surface, and extending to a horizontal distance of 10,000 feet along the extended runway centerline.
2. Precision Instrument Approach Surface (Runway 23) - Slopes fifty (50) feet outward for each foot upward, beginning at the end of and at the same elevation as the primary surface, and extending

to a horizontal distance of 10,000 feet along the extended runway centerline; thence slopes outward forty (40) feet horizontally for each foot upward to an additional horizontal distance of 40,000 feet along the extended runway centerline.

3. Transitional Surface - Slope seven (7) feet outward for each foot upward, beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of 150 feet above the airport elevation or 428.6 feet above mean sea level. In addition to the foregoing, there are established height limits sloping seven (7) feet outward for each foot upward, beginning at the sides of and at the same elevation as the approach surface, and extending to where they intersect the conical surface and horizontal surface. Where a precision instrument runway approach surface projects beyond the conical surface, there are established height limits sloping seven (7) feet outward for each foot upward, beginning at the sides of and at the same elevation as the approach surface, and extending a horizontal distance of 5,000 feet, measured at 90 degree angles to the extended runway centerline.
4. Horizontal Surface – Established at 150 feet above the airport elevation or at a height of 428.6 feet above mean sea level.
5. Conical Surface - Slopes twenty (20) feet outward for each foot upward, beginning at the periphery of the horizontal surface and at 150 feet above the airport elevation, and extending to a height 350 feet above the airport elevation or at a height of 628.6 feet above mean sea level.
6. Excepted Height Limitations - Nothing in this Overlay District shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree to a height up to 50 feet above the surface of the land.

An area covered by two or more zones shall be controlled by the more restrictive height limitations.

SECTION V: LAND USE RESTRICTION

In order to minimize the potential for developing bird, waterfowl and wildlife attractants in the vicinity of the Conway Municipal Airport, the following restrictions are placed on lands in Faulkner County and the City of Conway that are within 10,000 feet of the runway (ultimate 7,000 foot planned runway length) located on the Conway Municipal Airport. The area covered by these restrictions lies east of the Arkansas River and is described in detail in Exhibit A attached hereto.

1. The establishment of an artificially flooded area or water impoundment is prohibited. This includes creating dams, levees, depressions, holes or other water retention structures that results in ponding of surface water. Natural streams, lakes, sloughs, swamp areas or waterponded areas that are in existence at the effective date of this Overlay District are exempt from this provision.
2. Causing the flooding of unharvested agricultural crops, flooding of crop land after harvest of the crop or flooding of any lands for the purpose of attracting waterfowl or leading to the attracting of waterfowl is prohibited. Installing devices to prevent the natural runoff of water is prohibited. Pumping water from a well or natural body of water of water for the purpose of flooding an area of land is prohibited. The practice of flooding agricultural crops during the growing season (April thru September) for crops historically grown on grounds is exempt from this provision.
3. The planting and growing of cereal grains, rice and other bird attractant crops as listed in AC 150/5200-33A is prohibited unless “grandfathered in”. The existing property owners with established history of growing these crops will be considered a pre-existing condition and their activities “grandfathered in” and not be impacted by this restriction.
4. Cereal grain and rice storage facilities not in existence at the effective date of this Overlay District shall incorporate special provisions to prevent the spilling, scattering and availability of the bird and wildlife access to grains.
5. The scattering or distribution of grain on the ground surface for the purpose of or leading to the attraction of birds and waterfowl is prohibited.
6. Any site grading or reshaping of the land surface be completed in a manner that would prevent trapped or standing water.
7. Prohibit land uses listed in AC 150/5200-33A that are potentially bird, waterfowl or wildlife attractants are prohibited unless “grandfathered in” or unless specific approval is given by FAA for the proposed land use.
8. Prohibit any activity, improvement, change in land use or other actions that creates electrical interference with navigational signals or radio communications between the airport and aircraft is

prohibited.

9. Prohibit any activities, improvements or land use changes that make it difficult for pilots to distinguish between airport lights and other lights, result in glare in the eyes of pilots using the airports, impair visibility in the vicinity of the airport or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport.

SECTION VI: NONCONFORMING USES

1. Regulations Not Retroactive - Notwithstanding the provisions of Section VI, paragraph 3 hereof, the regulations prescribed in this Overlay District shall not be construed to require removal, lowering, or other change or alteration of any Nonconforming Use, or otherwise interfere with the continuance of a Nonconforming Use. Nothing contained herein shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Overlay District or any duly enacted amendment thereto, and is diligently prosecuted.
2. Marking and Lighting - Notwithstanding the preceding provision of this Section, the owner of any existing Nonconforming Use is hereby required to permit the installation, operation and maintenance thereon of such markings and lights, as shall be deemed necessary by the Conway Municipal Airport Commission, to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markings and lights shall be installed, operated and maintained at the expense of Conway Municipal Airport Commission.
3. Lowering or Removal of Nonconforming Uses - In order to eliminate or mitigate existing hazards to landing and taking-off at the Conway Municipal Airport, to improve and make safer the Conway Municipal Airport, and to permit public use of any obstruction navigable airspace needed for such use, the Conway Municipal Airport Commission may acquire, by purchase, grant or condemnation, such estate or interest in any Nonconforming Use for which a permit has been granted in accordance with Section VII, paragraph 3 hereof, as is necessary to permit lowering or removal of such Nonconforming Use to the extent necessary to conform to the applicable height limitation prescribed in this Overlay District or any duly enacted amendment thereto. In cases of imminent danger to the health, safety and general welfare of the public, the Conway Municipal Airport Commission shall take such immediate steps as necessary to remove said danger, and a hearing shall thereafter be held to determine what compensation, if any, should be made to the owner of the structure or tree causing said danger.

SECTION VII: PERMITS

1. Future Uses - Except as specifically provided in a, b, and c hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established and no tree shall be planted in any zone hereby created, which exceeds fifty (50) feet in height, unless a permit therefor shall have been applied for and granted by the Conway Municipal Airport Commission. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity for it to be determined whether the resulting use, structure or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this Overlay District shall be granted unless a variance has been approved in accordance with Section VII, paragraph 6.
 - a In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when, because of terrain, land contour or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
 - b In areas lying within the limits of the approach zones but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground except when such tree or structure would extend above the height limit prescribed for such approach zones.
 - c In the areas lying within the limits of the transitional zones beyond the perimeter of the horizontal zone, no permit shall be required for any tree or structure less than one hundred (100) feet of vertical height above the ground, except when such tree or

structure, because of terrain, land contour or topographic features, would extend above the height limit prescribed for such transitional zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction or alteration of any structure, or growth of any tree in excess of any of the height limits established by this Overlay District, except as set forth in Section IV, paragraph 6.

2. Existing Uses- No permit shall be granted that would allow the establishment or creation of an obstruction, or that would allow a Nonconforming Use to become a greater hazard to air navigation than it was on the effective date of this Overlay District (or any duly enacted amendments thereto) or than it is when the application for a permit is made. Except as indicated, all applications for such a permit for existing uses shall be granted.
3. Continuance of Nonconforming Uses- The owner of any Nonconforming Use shall be granted a permit authorizing continuance of such Nonconforming Use, upon application therefor made by him; provided that, if such application is not made within ninety (90) days of the effective date of this Overlay District or any duly enacted amendment thereto the Conway Municipal Airport Commission shall be appropriate action compel the owner of the Nonconforming Use, at his own expense to lower or remove such object to the extent necessary to conform to the regulations. Notwithstanding the foregoing provisions, no permit allowing the continuation of any Nonconforming use shall be granted where such use is at the time a permit is applied for, not in conformity with the regulations in effect immediately prior to the enactment of any ordinance amending this Article, including but not limited to changes in the height zoning map incorporated herein which may from time to time be amended to eliminated or mitigate existing hazards to landing and taking off at the Conway Municipal Airport, to ensure compliance with all applicable federal laws, or for any other lawful reason.
4. Change and Repair of Nonconforming Uses- Before any Nonconforming Use for which a permit has been issued in accordance with Section VII, paragraph 3 hereof, may be altered or repaired, rebuilt, allowed to grow higher or replanted, a permit must be secured from the Conway Municipal Airport Commission authorizing such change or repair. No such permit shall be granted that would permit the structure or tree in question to be made higher or become a greater hazard to air navigation than it was when the permit for its continuance was granted.
5. Nonconforming Uses Abandoned or Destroyed- Whenever the Conway Municipal Airport Commission determines that a Nonconforming Use has been abandoned or more than 50 percent (%) torn down or destroyed, whether voluntarily, by act of God or otherwise, or has become more than 50% deteriorated or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate form the zoning regulations. In such cases of 50% destruction, deterioration or decay, whether application is made for a permit for repair or not, the Conway Municipal Airport Commission shall, by appropriate action, compel the owner of the Nonconforming Use, at his own expense to lower or remove such object to the extent necessary to conform to the applicable height limit.
6. Variances- Any person desiring to erect increase the height of any structure, or permit the growth of any tree, or use property, not in accordance with the regulations prescribed in this Overlay District, must apply to the Conway Municipal Airport Commission for a variance from such regulations. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in practical difficulty or unnecessary hardship, and the relief will not be contrary to the public interest, will not create a hazard to air navigation, will do substantial justice and will be in accordance with this Overlay District. No application for variance may be considered by the Conway Municipal Airport Commission unless a copy of the application has been furnished to the Airport Manager for advice as to the aeronautical effects of the variance. If the Airport Manager does not respond to the application for a variance within fifteen days after receipt, the Conway Municipal Airport Commission may act on its own to grant or deny the application.
7. Obstruction Marking and Lighting- Any permit or variance granted may, if such action is deemed advisable to effectuate the purposes of this Overlay District and be reasonable in the circumstances, be conditioned as to require the owner of the structure or tree in question to install, operate and maintain, at the owner's expense, such markings and lights as may be necessary. If deemed proper by the Conway Municipal Airport Commission, this condition may be modified to require the owner to

permit the Conway Municipal Airport Commission, at its own expense, to install, operate and maintain the necessary markings and lights.

8. **Notice of Hearing of Application for Permits and Variances; Introduction of Evidence-** In all cases of applications for permits and variances as provided for in Section VII hereof a public notice shall be published in the manner prescribed by law for publication of legal notices, of a public hearing upon the application in question; a public hearing shall be held at which any person having an interest in the proceeding shall have an opportunity to offer evidence for or in opposition to the application in question; and written findings of fact and conclusions of law shall be made by the Conway Municipal Airport Commission, based upon the evidence offered at the public hearing.

SECTION VIII: ENFORCEMENT

It shall be the duty of the Conway Municipal Airport Commission to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the Airport Manager upon a form published for that purpose. Applications required by this Overlay District to be submitted to the Airport Manager shall be promptly considered and granted or denied.

SECTION IX: City Council

1. The City Council shall have and exercise the following powers: to hear and decide appeals from any order, requirement, decision or determination made by the Conway Municipal Airport Commission in the enforcement of this Overlay District.
2. The City Council shall adopt rules governing the discharge of its duty in harmony with the provisions of this Overlay District. Meetings of the City Council shall be public. The City Council shall keep minutes of its proceedings showing the vote of each member upon each question or, if absent or failing to vote indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the County Clerk and on due cause shown,
3. The City Council shall make written findings of facts and conclusions of law, giving the facts upon which it acted and its legal conclusions from such facts in reversing, affirming or modifying any order, requirement, decision or determination which comes before it under the provisions of this Overlay District.

SECTION X: APPEALS

1. Any person aggrieved, or any taxpayer affected, by any decision of the Conway Municipal Airport Commission made in the administration of this Overlay District, may appeal to the City Council.
2. All appeals hereunder must be taken within a reasonable time as provided by the rules of the City Council, by filing with the Conway Municipal Airport Commission shall forthwith transmit to the City Council all the papers constituting the record upon which the action appealed from was taken.
3. An appeal shall stay all proceedings in furtherance of the action appealed unless the Conway Municipal Airport Commission certifies to the City Council, after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate, a stay would in the opinion of the Conway Municipal Airport Commission cause imminent peril to life or property. In such case, proceedings shall not be stayed by order of the City Council on notice to the Conway Municipal Airport Commission and on due cause shown.
4. The City Council shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in the interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or attorney.
5. The City Council may, in conformity with the provisions of this Overlay District, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination appealed from any may make such order, decision, requirement, decision or determination as may be appropriate under the circumstances.

SECTION XI: JUDICIAL REVIEW

Any person aggrieved, aggrieved, or any taxpayer affected, by any decision of the City Council may, within thirty days thereof, appeal therefrom to the Circuit Court of Faulkner County, as provided in Section 6 of the "Airport Enabling Act", Act 116, Acts of Arkansas, 1941. Appeals from the Circuit Court shall be in accordance with statutes governing such appeals in force and effect at the time an appeal is taken.

SECTION XII: PENALTIES

Each violation of this Overlay District, or of any regulation, order or ruling promulgated hereunder, shall constitute a misdemeanor and be punishable by a fine of not more than 500 dollars, or imprisonment for not more than 180 days, or both; and each day a violation continues to exist shall constitute a separate offense. In addition, the Conway Municipal Airport Commission may institute in any court of competent jurisdiction, an appropriate action or

proceeding to prevent, restrain, correct or abate any violation of the regulations of this Overlay District, or any order or ruling made in connection with its administration or enforcement, and the court shall adjudge then to the plaintiff such relief, by way of injunction (which may be mandatory) or otherwise, as may be proper under all the facts and circumstances of the case, in order fully to carry out and effectuate the purpose of this Overlay District and the orders and rulings made pursuant to the authority herein given.

SECTION XIII: CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Overlay District and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

SECTION XIV: SEVERABILITY

If any of the provisions of this Overlay District or the application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of this Overlay District which can be given effect without the invalid provision or application, and to this end, the provisions of this Overlay District are declared to be severable.

SECTION XV: EFFECTIVE DATE

Adopted by the Conway City Council by referring ordinance O-11-35, May 10, 2011.
Amended as follows by the Conway City Council by referring ordinance O-13-___, November 12, 2013.

SECTION XVI: LAND USES AND DEVELOPMENT DESIGN REGULATIONS SPECIFIC TO I-3 ZONED AIRPORT PROPERTY - DESIGN OVERLAY AREA

Within the Conway Airport Height and Land Use Zoning Overlay District, City property designated as I-3 (Intensive Industrial) zoning district by ordinance O-11-40, Dated May 24, 2011 shall have specific allowances and regulations supporting aviation activities as specified in Exhibit C consisting of design standards, design area legal description, and map.

EXHIBIT A

CONWAY AIRPORT LAND USE ZONING OVERLAY DISTRICT LEGAL DESCRIPTION

All lands lying within 10,000 feet of the intimate 7,000 foot long Runway at the City of Conway Municipal Airport as shown on the Conway Municipal Airport Height Zoning Map dated March 2011 and laying east of the ordinary high water line along the easterly bank (left descending bank) of the Arkansas River. The Sections and portions of Sections of lands included in this area are as follows:

Part of S $\frac{1}{2}$, SW $\frac{1}{4}$ Section 19, T-5-N, R-14-W; Part of NE $\frac{1}{4}$ Section 30, T-5-N, R-14-W; the NW $\frac{1}{4}$ Section 30, T-5-N, R-14-W; the S $\frac{1}{2}$ Section 30, T-5-N, R-14-W; Part of SW $\frac{1}{4}$, NW $\frac{1}{4}$ Section 29, T-5-N, R-14-W; Part of SW $\frac{1}{4}$ Section 29, T-5-N, R-14-W; Section 31, T-5-N, R-14-W; the W $\frac{1}{2}$ Section 32, T-5-N, R-14-W; Part of the W $\frac{1}{2}$, NE $\frac{1}{4}$, Section 32, T-5-N, R-14-W; Part of the W $\frac{1}{2}$, SE $\frac{1}{4}$ Section 32, T-5-N, R-14-W; Section 6, T-4-N, R-14-W; Part of the W $\frac{1}{2}$, Section 5, T-4-N, R-14-W; Part of W $\frac{1}{2}$, NE $\frac{1}{4}$, Section 5, T-4-N, R-14-W; The NW $\frac{1}{4}$ Section 7, T-4-N, R-14-W; Part of the NE $\frac{1}{4}$ Section 7, T-4-N, R-14-W; Part of the SW $\frac{1}{4}$ Section 7, T-4-N, R-14-W; Part of the NW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 7, T-4-N, R-14-W; Part of the NW $\frac{1}{4}$, NW $\frac{1}{4}$ Section 18, T-4-N, R-14-W; Part of the N $\frac{1}{2}$, Section 13, T-4-N, R-15-W; Part of the NW $\frac{1}{4}$, SW $\frac{1}{4}$ Section 13, T-4-N, R-15-W; Part of N $\frac{1}{2}$ Section 14, T-4-N, R-15-W, Part of N $\frac{1}{2}$, SE $\frac{1}{4}$ Section 14, T-4-N, R-15-W; Part of NE $\frac{1}{4}$, NW $\frac{1}{4}$ Section 14, T-4-N, R-15-W; Part of the NE $\frac{1}{4}$ Section 15, T-4-N, R-15-W; Part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$ Section 15, T-4-N, R-15-W; Part of SW $\frac{1}{4}$ Section 10, T-4-N, R-15-W; Part of the NW $\frac{1}{4}$ Section 10, T-4-N, R-15-W; the E $\frac{1}{2}$ Section 10, T-4-N, R-15-W; Section 11, T-4-N, R-15-W; Section 12, T-4-N, R-15-W; Section 1, T-4-N, R-15-W; Section 2, T-4-N, R-15-W; Part of the Se $\frac{1}{4}$ Section 3, T-4-N, R-15-W; Part of the E $\frac{1}{2}$, SW $\frac{1}{4}$ Section 3, T-4-N, R-15-W; Part of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 3, T-4-N, R-15-W; Part of the E $\frac{1}{2}$, NE $\frac{1}{4}$, Section 3, T-4-N, R-15-W; Part of SW $\frac{1}{4}$, SW $\frac{1}{4}$ Section 35, T-5-N, R-15-W; Part of the E $\frac{1}{2}$, SW $\frac{1}{4}$ Section 35 T-5-N, R-15-W; Part of the SE $\frac{1}{4}$ Section 35, T-5-N, R-15-W; Part of the S $\frac{1}{2}$, NE $\frac{1}{4}$ Section 35, T-5-N, R-15-W; Part of the NW $\frac{1}{4}$, NE $\frac{1}{4}$ Section 35, T-5-N, R-15-W; The E $\frac{1}{2}$ Section 36, T-5-N, R-15-W; The SW $\frac{1}{4}$ Section 36, T-5-N, R-15-W; Part of the NW $\frac{1}{4}$ Section 36 T-5-N, R-15-W; Part of the S $\frac{1}{2}$, SW $\frac{1}{4}$ Section 25, T-5-N, R-15-W; Part of the NE $\frac{1}{4}$, SW $\frac{1}{4}$ Section 25, T-5-N, R-15-W; The SE $\frac{1}{4}$ Section 25, T-5-N, R-15-W; The E $\frac{1}{2}$, NE $\frac{1}{4}$ Section 25, T-5-N, R-15-W; Part of the W $\frac{1}{2}$, NE $\frac{1}{4}$, Section 25, T-5-N, R-15-W; Part of the SE $\frac{1}{4}$, SE $\frac{1}{4}$ Section 24.

EXHIBIT B - CONWAY MUNICIPAL AIRPORT HEIGHT ZONING MAP

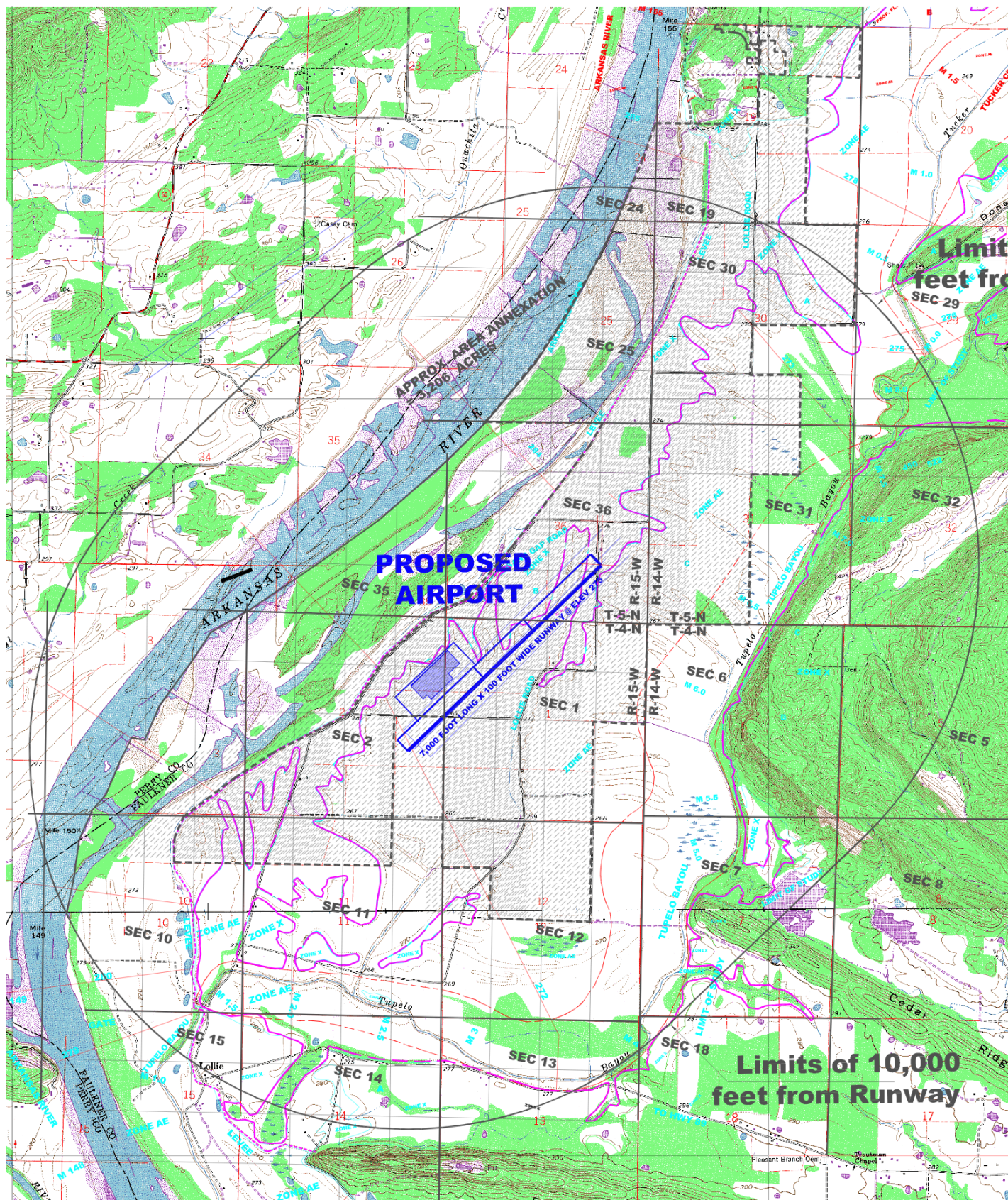


Exhibit C

Airport Overlay District Zoning And Development Design Standards

1. **Airport Layout Plan.** The Airport Layout Plan shall serve as the master planning map for locations of buildings, structures, fueling, runways, aprons, taxiways, etc. (NEED UPDATED AIRPORT LAYOUT PLAN)
2. **Land Uses.** The land uses for the Airport shall complement and enhance the aviation aspect of the Cantrell Field. **All non-aviation related activities are prohibited.**

Special Exceptions. Special exceptions shall include any land uses outside of aviation activities allowed in an I-3 Intensive Industrial zone either by right or with a conditional use permit. These uses shall be approved on a case-by-case basis. All special exceptions shall conform to the laws and regulations of the City of Conway, FAA regulations, state and federal regulations. Adult entertainment facilities, regardless of type, are not eligible for a special exception. Proposed exceptions must be approved by the City of Conway. Special exceptions requiring a conditional use permit shall require review by the Planning Commission and approval of the City Council as stipulated in the Conway Zoning Ordinance.
3. **Federal Aviation Administration Requirements.** These minimum development standards apply to areas within the Airport boundary. Within the Airport, there are documented standards which are rigidly enforced by the FAA. No lighting, communication, emissions, building locations, or operational activities of any sort shall be permitted that would potentially interfere with the operation of the Airport, aircraft, or navigational aids. All airside and landside facilities shall be in full compliance with all dimensional criteria and standards set forth by the City of Conway and the FAA.
4. **Prohibited Nuisances and Hazards.** No business, trade, activity, or operation, which shall be noxious, offensive, or illegal; or which shall be contrary to any regulations, including, without imitations, those of the Federal EPA, the State of Arkansas Department of Environmental Quality (ADEQ), or the City of Conway, or which shall cause an emission of dust, smoke, odors, fumes, radiation, noise, or vibrations, which may be or become a nuisance or an unreasonable annoyance to the occupants of any adjacent or neighboring site, shall be conducted. All on-site operations and activities shall be conducted with reasonable and appropriate precautions against radiation, fire, explosion, and other hazards.

No on-site operations or activities which require or involve the use, storage, generation, or disposal of "toxic wastes" or "hazardous materials," as defined in or under any federal, state, or local regulations, or as defined by the City of Conway, shall be allowed, other than in conformity with these regulations and as specifically approved by the City of Conway.
5. **Lot Sizes.** The minimum lot size shall be not less than that required for the building pad, required parking and all set-backs. The City of Conway may approve constrained parcels that do not meet the minimum criteria.
6. **Building Location and Height.** The location of all buildings, regardless of intended use, shall be consistent with the Airport Layout Plan, which may be amended from time to time by the City of Conway. No structures may exceed a height that would penetrate the imaginary surfaces shown on the Federal Aviation Regulations Part 77 drawing and the Airport Layout Plan. Height limitations on the entire Airport shall comply with FAA requirements for transitional surfaces and for line-of sight from the rotating beacon or Air Traffic Control Tower, if so equipped, to all runways, taxiways and aprons.
7. **Building Orientation.** For buildings contiguous with the Airport Operations Area (AOA) fence, a distinct entrance for airside and landside users shall be provided. Building footprints shall be presented on the site plan. Building on each site shall be oriented to minimize service docks, dumpsters, refuse collection areas, and stockpiles from public view.
8. **Setbacks:** All parking areas and buildings shall be set back from the airfield ramps, taxiways, and other areas used by aircraft, in compliance with standards established by the FAA or as required by the Airport Layout Plan and the City of Conway.
9. **Outside Storage.** All outside storage of equipment or other materials is prohibited.
10. **Accessory Buildings and Temporary Structures.** Accessory buildings (such as storage sheds) and temporary structures are prohibited.
11. **General aviation aprons and taxi lanes.** General Aviation aprons and taxi-lanes leading into aprons shall be in accordance with FAA AC 150/5300-13 (or current version), Airport Design. Lighting shall be in accordance with

FAA AC 150/5340-30 (or current version). Signage and Marking shall comply with FAA AC 150/5340-1 and 150-5340-18 (or current version).

- Pavement sections on all aprons and taxi lanes leading into aprons shall be designed to the same standards as the aprons.
- All aircraft pavements shall be designed and constructed using FAA approved materials and standards.
- Apron grades shall be consistent with minimum local drainage requirements, but shall be limited to a maximum grade of 1.0 percent to facilitate the towing and taxiing of aircraft.
- Apron grades shall be designed to direct drainage away from buildings.
- Stormwater inlets shall be installed within the pavement limits to facilitate the drainage to the stormwater management system only when and where necessary.
- The outer perimeter of the GA apron facing the airfield shall be equipped with edge lights. Taxilane edge lights shall be installed according to FAA specifications. All airfield lighting electrical installations or connections shall be coordinated with and must be approved by the City of Conway prior to installation.
- The apron shall be marked and striped in accordance with applicable FAA advisory circulars.
- Setbacks and clearances shall comply with those standards outlined in FAA AC 150/5300-13, Airport Design, for the aircraft types operating or anticipated to operate on the apron.
- Designated thoroughfares for fueling, maintenance, and other ground service vehicles shall be designed to minimize vehicular traffic conflicts with aircraft movements.

12. **Vehicular Access.** Vehicular movement to aircraft storage hangars shall be restricted from crossing any airport taxiways or runway. All aircraft storage hangars shall provide automobile parking that does not interfere with aircraft operations. Vehicle parking on ramp areas is expressly prohibited except for necessary service vehicles.

Buildings normally open to the public ensure that pedestrian and vehicular access is restricted to roads and parking lots.

All improvements or facilities sited on the landside/AOA interface shall have appropriate access to both the landside and the AOA. All customer facilities and accommodations for passengers and crew of transient aircraft must include a ramp or other convenient access for the disabled, and must include sanitary restrooms equipped for use by their guests or employees.

13. **Utilities and Water / Sewer Facilities.** All utilities shall be located underground and located in the right-of-way adjacent to the road. Each lot shall connect to the utilities and service pedestals or boxes located outside of the roadway sight lines. The area around the service pedestal or boxes shall be kept clear of permanent structures. Landscape irrigation, if installed, shall be designed in such a manner that water is not directly thrown or sprayed on the pedestals or boxes.

Utility meters shall be installed where necessary, as required by utility companies. Temporary power poles are permissible while the primary structure is being constructed, but shall be removed prior to the time the Certificate of Occupancy (CO) is issued. Power poles shall not be placed within the roadway sight lines.

A plan indicating water and sewer facilities to be installed for the project will be provided to the City of Conway, along with the site plan for the project. This plan should conform to the requirements of City of Conway (water, sewer), and all applicable regulatory agencies.

14. **Fuel Tanks.** Fixed fuel storage systems shall contain safety fixtures and filtration systems that meet industry standards. The system shall have at least 10,000 gallons of above ground storage for each type of fuel to be provided. The storage system shall include adequate fuel spill prevention features and containment capabilities. A Fuel Spill Prevention Countermeasures and Control (SPCC) Plan must also be submitted to the City of Conway and the Arkansas Department of Environmental Quality for approval. Compliance with the City of Conway Building Code, NFPA, and ADA is required.

Tank Location. All fuel shall be stored in above-ground tanks approved by the City of Conway and located in a location in accordance with the FAA approved and Airport Layout Plan (ALP), with setbacks from buildings and roads as required by the NFPA. No underground storage facilities shall be permitted without express written approval from the City of Conway.

- Vehicular access and circulation around the fuel storage facilities shall not impact or impede existing Airport roads, and shall in no case require the use of dedicated airside pavements or facilities. Primary access roads to the site must be designed for heavy truck traffic.
- Facility shall be fenced and signed to reduce the chance of unauthorized entry or tampering with the fuel system.
- The fueling facility shall be marked in accordance with FAA AC 150/5230-4.

Fuel Storage Tank General Regulations:

- Separate storage tanks and fuelers shall be provided for each grade of fuel distributed. Tanks and mechanical equipment must be labeled and color-coded per FAA requirements (AC 150/5230-4) to distinguish the different fuel grades. Dead man controls shall be provided for unloading fuel from the tanks into the refueling vehicles. Over-the-road tankers are prohibited from all airside areas.
- Minimum storage tank size shall be 10,000 gallons each for aviation fuel and (Jet A and Avgas).
- All above-ground tanks shall be installed in a concrete containment basin designed to capture any accidental spill of the contents of the fuel storage facility and/or delivery vehicle in accordance with all EPA, NFPA, and other federal, state, and local laws and regulations, as amended. Emergency fuel shut-off stations shall be located near the fuel tanks, and shall be accessible, well marked, and lit as per AC 150/5230-4.
- All surface drainage from the storage area and docking/loading area shall be captured in a closed drainage system and directed through a fuel spill and/or oil-water separator device approved by the ADEQ.
- At a minimum, aboveground storage facilities shall be diked with an impervious retention basin capable of containing 110 percent of the capacity of the largest tank and shall be either double-lined or vaulted.
- Fuel storage equipment shall be provided with metering devices that maintain and produce accurate receipts of fuel dispensed from the facility and are calibrated and approved by the State of Arkansas Department of Agriculture, Division of Weights and Measures. Specifications for the metering equipment shall be submitted to the City of Conway for review and approval. Fueling equipment and procedures shall comply with all federal, state, and local laws and regulations as amended.
- Design and construction drawings and specifications shall be approved by the Airport Advisory Committee and ADEQ.
- Above-ground storage facilities shall conform to the requirements of NFPA 30, Flammable and Combustible Liquids Code, Florida Administrative Code-Chapter 62-761, and other applicable requirements for storage facilities.

Fuel Tank Safety Regulations. All fueling facilities shall conform to the highest standards of safety.

- Facility shall be posted with "Flammable—No Smoking" signs conforming to NFPA standards.
- Facility shall:
 - Contain no feature that would allow introduction of any foreign material into fuel.
 - Be free of materials, equipment, functions, and activities that would be ignition sources.
 - Be constructed in such a manner as to prevent the introduction of the product into the wrong storage tank.
 - Be constructed with lightning protection in accordance with NFPA standards.
- Facility shall be equipped with protection for electrical equipment and wiring. This protection shall provide reasonable safeguards from heat, abrasion, or other impact that could cause failure of insulation, open spark, or other ignition source. See NFPA Standard 70, National Electrical Code.
- Grounding and bonding equipment shall provide that piping, filters, tanks, and electrical components are electrically bonded together and interconnected for adequate electrical ground.
- Twenty pound Class B fire extinguishers shall be readily available to the operator of fueling equipment, in conformance with NFPA standards.
- All hoses, nozzles, filters, and connectors shall meet or exceed recommendations in FAA AC 150/5230-4.

- Distribution of fuel into aircraft shall be by self-fueling, stationary fueling systems or mobile pumping equipment (fuelers). Fueling with portable gas cans is permitted with a self-fueling permit, as issued by the City of Conway.

15. Hazardous Materials. The applicant shall submit a hazardous materials handling program, as necessary, indicating full disclosure of any hazardous materials that may be stored on-site. Standard storage, use and disposal procedures, emergency procedures and schedule of regular inspections and approvals necessary to comply with Airport standards, City of Conway, state and federal regulations.

16. Security. Development shall be designed, constructed, and separated in a manner that assists the City of Conway in controlling access from the landside to the airside. Security access points may be established by the City of Conway and shall be designated on the site plan submitted to the City of Conway. Lessee shall fully comply with all standards set forth by the Airport Security Plan, and any other regulations established or amended from time to time by the City of Conway.

Coordination with the City of Conway will be essential to assure that the latest and most up-to-date information is available during development and construction of airport facilities.

If the Leasehold is located in an area designated as a Security Identification Display Area (SIDA), which is accessible only to those persons displaying security media issued by the City of Conway, each person must wear and display the security media issued by the City of Conway at all times while within the SIDA. Lessee shall control the premises to prevent unauthorized access to the Air Operations Area (AOA) or SIDA. Lessee shall strictly comply with all applicable provisions of the Airport Master Security Plan. Should Lessee implement a security system, such security system must comply with the Airport's security specifications.

For facilities entirely or partially located within the AOA or SIDA, electrical wiring and security data conduits shall be provided by the City of Conway to operate security devices (gates, access controls, and cameras). Four (4), four-inch PVC conduits shall be provided where required: one for power, one for data, and two spare.

18. Antennas and Satellite Dishes. No antenna or satellite dish for transmissions or reception of television signals or any other form of electromagnetic radiation shall be erected, used, or maintained outside any building, whether attached to an improvement or otherwise, without the prior written approval of the City of Conway. Conway Corporation shall provide cable television and internet service.

19. Fire Suppression. The building owner shall install fire detection devices within the premises and such devices shall be monitored to communicate the need for emergency response. The building owner shall also install a single-key fire department emergency access system, such as a KnoxBox®. The emergency access system is intended to ensure immediate building entry by firefighters without delay. All buildings, including aircraft hangars shall meet all applicable City of Conway and Arkansas state fire codes.

20. Aircraft Wash Racks. Aircraft wash racks shall be equipped with oil/water separators and oil catch tanks to prevent fuel oil, or other petroleum based products from being discharged into the stormwater or sanitary sewer system. Waste disposal and sanitary system plans shall be provided to the City of Conway.

All facilities shall obtain necessary permits and be in compliance with ADEQ regulations.

21. Variance Procedures.

Structure and Design Variance. The City of Conway shall consider and may grant a variance to any covenant, restriction, or condition listed herein. Variance conditions must be documented to satisfaction of the City of Conway, including reasons why the property cannot conform to the aforementioned covenants, restrictions or conditions. Variance requests shall be submitted to and reviewed by the Airport Manager. The Airport Manager shall present the variance request to the Airport Advisory Committee. The Airport Advisory Committee shall then make a recommendation to the City Council. The City Council shall be the final approving body for any variance requests.

Land Use Variance. Any variance for land uses shall follow procedures as specified in Airport Zoning and Overlay District Design Standards 2. Land Uses.

EXHIBIT C - Legal Description

CONWAY AIRPORT SPECIFIC LAND USE AND DEVELOPMENT DESIGN AREA LEGAL DESCRIPTION

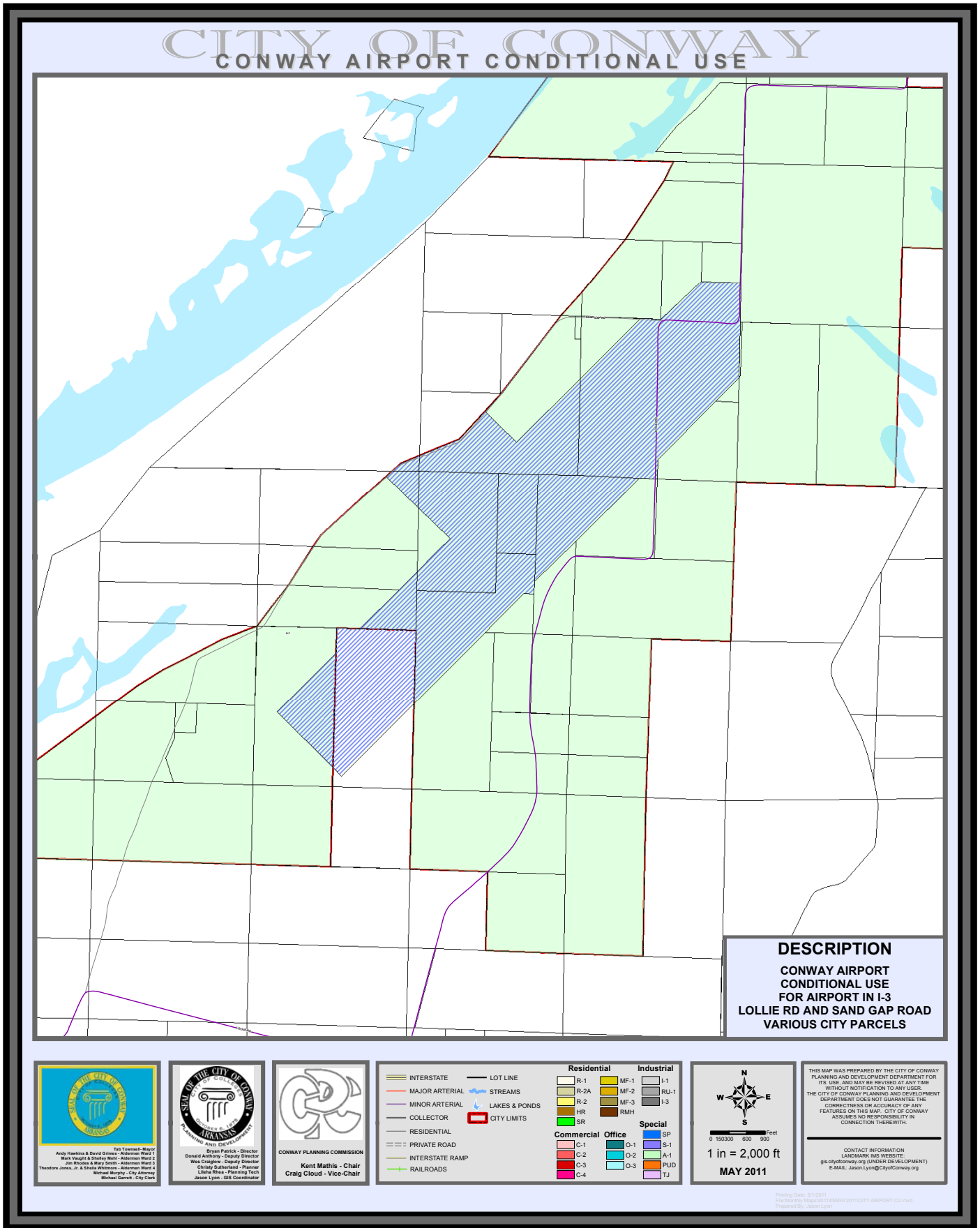
Beginning at a found ½" rebar at the SW corner of the SE ¼ SE ¼ of Section 36; thence along the west line of the E ½ of the SE ¼ N01-33-45E 2643.61 to a found 2" pipe at the SW corner of said SE ¼ NE ¼, said point being the point of beginning; thence leaving said west line N46-47-10E 928.85 feet; thence S88-00-44E 660.00 feet to the east line of said SE ¼ NE ¼; thence along said east line S01-28-28W 660.00 feet to the SE corner of the SE ¼ NE ¼; thence leaving said SE corner S01-37-44W 892.75 feet; thence S45-04-03W 1960.01 feet to the east line of said SW ¼ SE ¼; thence along said east line S01-33-45W 318.43 feet; thence along the south line of the SW ¼ SE ¼, Section 36, T-5-N, R-15-W, N87-54-05W 299.59 feet; thence S45-04-03W 2441.49 feet; thence continuing S45-04-03W 282.95 feet; thence continuing S45-04-03W 2594.46 feet a point on the west line of Section 1; thence along said west line N01-37-29E 1220.67 feet to a point at the NW corner of the NW ¼ SW ¼ of Section 1; thence along the south line of said SE ¼ NE ¼ Section 2 N88-18-04W 922.53 feet; thence leaving said south line N45-04-03E 917.47 feet; thence continuing N45-04-03E 1192.29 feet; thence N44-55-57W 1473.44 feet; thence N48-50-49E 336.58 feet; thence N68-51-34E 1053.86 feet; N41-07-16E 632.97 feet; thence S44-55-57E 730.68 feet; thence N45-04-03E 2913.91 feet; thence S88-02-42E 340.13 feet to the point of beginning. 374.02 Acres more or less.

Also:

Part of the W ½ SE ¼ of Section 2, T-4-N, R-15-W, Faulkner County Arkansas; more particularly described as beginning at the NE corner of Section 2, T-4-N, R-15-W; thence along the east line of said Section 2, S01-37-29W 2645.33 feet to the NE corner of the NE ¼ SE ¼; thence leaving said east line N88-18-04W 1320.01 feet to the NE corner of the NW ¼ SE ¼; thence along the east line of said W ½ SE ¼ S01-37-30W 420.22 feet to the point of beginning; thence continue along said east line S01-37-30W 1901.95 feet; thence leaving said east line N44-55-57W 1307.83 feet; thence N45-04-03E 1380.94 feet to the point of beginning. 20.73 acres more or less.

Also:

A part of the E ½ SE ¼ of Section 2, T-4-2-N, R-15-W, described as beginning at a found ½" rebar at the NE Corner of said E ½ SE ¼ thence along East line of said Section 2, S01-37-29W 1220.67 feet to a ½" rebar; thence leaving said East line S45-04-03W 1706.20 feet to a set ½" rebar; thence N44-55-57W 202.17 feet to a set ½" rebar on the West line of said E ½ SE ¼; thence along said West line N01-37-30E 2322.17 feet to a set ½" rebar at the NW corner of the NE ¼ SE ¼; thence along the North line of said NE ¼ SE ¼ 130.01 feet to the point of beginning containing 39.96 acres in the NE ¼ SE ¼ and 17.68 acres in the SE ¼ SE ¼, making a total of 57.64 acres more or less.



CONWAY MUNICIPAL AIRPORT DESIGN DEVELOPMENT AREA MAP



MEMO

TO: Mayor Tab Townsell
CC: City Council Members
FROM: Barbara McElroy
DATE: November 19, 2013
SUBJECT: Certified Liens – Code Enforcement

Message:

The following resolutions are included for a request to the Faulkner County Tax collector to place a certified lien against real property as a result of incurred expenses by the City.

The properties & amount (plus a ten percent collection penalty) are as follows:

- | | |
|--------------------------|-----------|
| 1. 1525 Hardy Street | \$165.90 |
| 2. 2535 Blaney Hill Road | \$2348.66 |

Please advise if you have any questions.

Thank you for your consideration.



City of Conway, Arkansas
Resolution No. R-13-_____

A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **1525 Hardy Street** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$165.90** (\$123.55 + Penalty-\$12.35 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set November 26th, 2013 in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Conway, Arkansas that:

SECTION 1: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

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

ADOPTED this 26th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Planning & Development
1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Administrative Assistant
Phone: 501-450-6107
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: November 19, 2013

Re: 1525 Hardy

- August 22nd, 2013– Warning Violation written regarding grass by Bill Haynes.
- Property Owner is listed as Jason & Stephanie Black.
- Property was rechecked on 9/2, 9/16, 9/24, 10/1/2013 with no progress made.
- Certified and regular letters were mailed 9/6/2013 to address on file.
- Property was rechecked on 9/16/2013 with no action taken.
- Final Cleanup finished on 10/15/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Barbara McElroy

Conway Permits & Code Enforcement
Phone 501-450-6107
Fax 501-450-6144

October 16, 2013

Parcel # 710-03350-001

Stephanie Black
1525 Hardy Street
Conway, AR 72034

RE: Nuisance Abatement at 1525 Hardy Street, Conway AR
Cost of Clean-Up, Amount Due: \$123.55

Dear Ms. Black,

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **November 26th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection & filing fees, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **1201 Oak Street Conway Arkansas 72032** with the **attention** to **Barbara McElroy**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,

Barbara McElroy

INVOICE

City of Conway Code Enforcement

DATE: NOVEMBER 22, 2013

1201 Oak Street
Conway, AR 72032
Phone: 501-450-6191
Fax 501-450-6144
barbara.mcelroy@cityofconway.org

TO Stephanie Black
1525 Hardy Street
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
1525 Hardy Street, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	710-03350-001		November 26th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing	17.90	17.90
1	1 Employee -Mowing	16.22	16.22
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
TOTAL BY 11/26/2013			\$123.55
TOTAL AFTER 11/26/2013			\$165.90

- Total amount due after 11/26/2013 includes collection penalty & filing fees

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032

**Conway Code Enforcement
Incident Report**

Date of Violation: 08/22/13

Violator Name: Amalia Leon

Address of Violation: 1525 Hardy

Violation Type: Grass over 8 inches

Warning #: CE7684

Description of Violation and Actions Taken: On 08/22/13, Code Enforcement Officer Bill Haynes wrote a warning to correct violation at 1525 Hardy for grass over eight inches long. On 09/02/13 a recheck was conducted and there was no progress made. Certified letter was sent on 09/05/13. A second recheck was conducted on 09/16/13 and there was no progress. A third recheck was conducted on 09/24/13 and there was no progress. A fourth recheck was conducted on 10/02/13 and there was no progress. A fifth recheck was conducted on 10/11/13 and there was no change. Cleanup was scheduled. Cleanup was completed on 10/15/13.

Code Enforcement Officer: Tim Wells

Officer Signature: Tim Wells

Date: 11/19/13

Time: 10:03



City of Conway, Arkansas
Resolution No. R-13-_____

A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 2535 Blaney Hill within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$2348.66 (\$2107.88 + Penalty-\$210.78 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set **November 26th, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Conway, Arkansas that:

SECTION 1: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

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

ADOPTED this 26th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Barbara McElroy

Conway Permits & Code Enforcement
Phone 501-450-6107
Fax 501-450-6144

October 15, 2013

Parcel # 710-08610-000

Shirley Mitchell
3290 Stone Road
Conway, AR 72034

RE: Nuisance Abatement at 2535 Blaney Hill Road, Conway AR
Cost of Clean-Up, Amount Due: \$2107.88

Dear Mrs. Mitchell,

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **November 26th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection & filing fees, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **1201 Oak Street Conway Arkansas 72032** with the **attention** to **Barbara McElroy**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,

Barbara McElroy

INVOICE

City of Conway Code Enforcement

DATE: NOVEMBER 22, 2013

1201 Oak Street
Conway, AR 72032
Phone: 501-450-6191
Fax 501-450-6144
barbara.mcelroy@cityofconway.org

TO Shirley Mitchell
3290 Stone Road
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
2535 Blaney Hill Road, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	710-08610-000		November 26th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
5	1 Employee -cleanup	30.88	154.40
2	1 Employee -cleanup	26.50	53.00
6	1 Employee -cleanup	17.90	107.40
6	1 Employee -cleanup	17.86	107.16
8	1 Employee -cleanup	16.22	129.76
9	1 Employee -cleanup	15.23	137.07
7	1 Employee -cleanup	10.48	73.36
12	Maintenance Fee (2 tractors/frontend loaders)	15.00	180.00
	Landfill Fees (7 invoices totaling \$1091.30)	1091.30	1091.30
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
TOTAL BY 11/26/2013			\$2107.88
TOTAL AFTER 11/26/2013			\$2348.66

- Total amount due after 11/26/2013 includes collection penalty & filing fees

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032

**Conway Code Enforcement
Incident Report**

Date of Violation: 08/20/13

Violator Name: David Mitchell

Address of Violation: 2535 Blaney Hill

Violation Type: Rubbish/Trash, Appliance/Furniture, and Dilapidated Structure

Warning #: CE7707

Description of Violation and Actions Taken: On 08/20/13, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 2535 Blaney Hill for Rubbish/Trash, Appliance/Furniture, and Dilapidated Structure. There was rubbish/trash and appliances/furniture throughout the entire property. The back and front porches were dilapidated. On 08/28/13 a recheck was conducted and there was some progress made. The front and back porch had been pulled down and lying on the ground. There was no progress made on the rubbish/trash or appliance/furniture. Certified letter was sent on 09/05/13. A second recheck was conducted on 09/10/13 and there was little progress made. A third recheck was conducted on 09/17/13 and there was some progress, but a lot of rubbish remained. David Mitchell asked for an extension and was given until 09/20/13 to complete the cleanup. A fourth recheck was conducted on 09/20/13 and the property was not brought up to code. A fifth recheck was conducted on 10/02 and there was no progress. Cleanup was scheduled. Cleanup was conducted on 10/10/13 and 10/11/13.

Code Enforcement Officer: Tim Wells

Officer Signature: Tim Wells

Date: 11/19/13 **Time:** 9:50



City of Conway
Street and Engineering Department
100 East Robins Street
Conway, AR 72032

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

November 20, 2013

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

**RE: Conway Western Arterial Loop (Baker Wills Parkway)
AHTD Job 080174
FAP No. HPP2-0169(4) & HPP2-3742(1)
South Interchange
Right of Way Acquisition**

Dear Mayor Townsell:

The Western Loop Right of Way Tract 75 owner, Norma and James Brownlee, request payment for eligible business (rental property) relocation expenses of \$10,000.00 based on the attached "Moving Cost and Reestablishment Expense Claim" form. This payment is in accordance with guidelines contained in "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" and recommended for payment by O.R. Colan & Associates. The provision of this Act must be followed in order to remain eligible for Federal Assistance on this Project.

Please advise if you are in agreement with this request.

Funds for the property acquisition have been previously identified as the street sales tax revenue.

Thanks,

Ronnie Hall, P.E.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
MOVING COST and REESTABLISHMENT EXPENSE CLAIM**

TO: Arkansas State Highway and Transportation Department Relocation Section

Job No. 080430 Tract No. 75X Date of Claim 11/11/13

Owner Norma and James Brownlee

Mailing Address 1 Sycamore Drive, Conway, AR 72034

Previous Address or Location 360 Sturgis Road, Conway, AR 72034 Date Occupied _____

New Address or Location 2930 Ashton Street, Shreveport, LA 71103

New Phone No. N/A No. of Miles Moved 229 miles Was Business Operation Continued? Yes

Or Terminated? _____ If continued, were new quarters rented? _____ or purchased?

Date Move Began 6/26/13 Date Move Completed 11/5/13

Commercial Move, Based on Bids	\$	<u>N/A</u>
Self-Move, Based on Bids and/or Estimates	\$	<u>N/A</u>
Actual Cost Based on Receipted Bills or Invoices	\$	<u>N/A</u>
Searching Expense	\$	<u>N/A</u>
Reestablishment Expense	\$	<u>10,000.00</u>

Payment on this Claim in the Amount Shown Above is Requested TOTAL \$ 10,000.00

I/We CERTIFY that all information submitted or included herein is true and correct.

I/We Further Certify that I/We are either a (check one) U.S. Citizen , U.S. National _____, or a legal alien in the U.S. _____, or in the case of an incorporated business, farm or nonprofit organization are authorized to conduct business within the United States _____.

If applicable add special instructions for payee, check distribution, or multiple checks here:

Displaced Person JAMES BROWNLEE
 Signature James Brownlee
 TAX ID or SS# (Last 4-Digits Only) _____

=====

SPACE BELOW TO BE COMPLETED BY ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

=====

I/We CERTIFY THAT: (1) the determination of the amount of this payment as shown in the computation above is correct (2) I hereby certify that I have no direct or indirect present or contemplated personal interest in this transaction or will derive any benefit from the payment. I further certify that (3) this claim was submitted for payment within the applicable time limit (4) and that the above determination is to be used in connection with a Federal-Aid highway project. This claim approved _____ disapproved _____ as follows:

Date claim received in	_____
Relocation Office	_____
Payment recorded	_____
in Ledger	_____
Date Paid	_____



City of Conway
Street and Engineering Department
100 East Robins Street
Conway, AR 72032

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

November 20, 2013

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

**RE: Conway Western Arterial Loop (Baker Wills Parkway)
AHTD Job 080395
FAP No. HPP2-0169(4) & HPP2-3742(1)
South Interchange**

Dear Mayor Townsell:

I have attached a letter from AHTD requesting the city's concurrence in award of the Western Loop South Interchange Project to Mobley Contractors of Morrilton, Arkansas in the amount of \$13,218,355.66. This project includes the earthwork and bridges for the new Interchange at I-40 Mile 132. The work for this project extends over I-40, U.S. 365 and the UP Railroad. As noted in the letter the funding for this portion of the project does not require City of Conway Funds.

In addition to the above project, the following projects will follow to complete the connection of this interchange to the existing street system.

AHTD 2015 Project - Interchange Base & Paving	\$4,373,985
---	-------------

Conway 2014 Project – Earthwork & Structures - Railroad to Sturgis Road. Includes overpass over Sturgis Road immediately West of Railroad and 2,900 feet of drainage and earthwork for 4 lane median divided road to connect to Sturgis Road about 1,800 feet east of Round Mountain Road. (Receive bids Feb 2014)	\$4,344,695
--	-------------

Conway 2015 Project – Base & Surfacing - Railroad to Sturgis Road – paving the above 2,900 feet of roadway.	\$2,900,402
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Conway Future Project – Bridge over Gold Creek plus 2,500 feet of 4 lane median divided road from Sturgis Road east of Round Mountain Road to Sturgis Road north of Round Mountain Road.	\$6,691,059
--	-------------

The 2014 and 2015 Conway Projects are included in the budget for the Major Street Improvement Program funded by the "Pay as you Go" sales tax plus the additional \$900,000 State Turn Back Funds from the AHTD ½ cent sales tax.

Thanks,

Ronnie Hall, P.E.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

November 18, 2013

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

Re: Job 080395
F.A.P. NHPP-STPU-IMD-40-3(126)132
Conway South Interchange-Hwy. 365
(Grading & Strs.) (F)
Faulkner County

Dear Mayor Townsell:

Mobley Contractors, Inc. of Morrilton submitted the low bid of \$13,218,455.66 for the referenced project at the Department's October 30, 2013 letting. The Arkansas State Highway Commission has tentatively accepted their proposal and will execute the contract upon receipt of the City's concurrence.

As previously agreed, the City is responsible for 50% of the total cost of the project. The costs for this project are shown below. The City's Section 3 Act 1443 of 2009 funds will be used to reduce the City's share to a balance of \$0.00. The remaining Section 3 Act 1443 of 2009 funds will be applied to Job 080396, Conway South Interchange-Hwy. 365 (Base & Surf.) (S).


	<u>Total Cost</u>	<u>State Share</u>	<u>City Share</u>
Prelim. Eng. Consultant	\$ 1,116,582.17	\$ 558,291.08	\$ 558,291.09
Right-of-Way	3,034,026.44	1,517,013.22	1,517,013.22
Utilities	256,163.44	128,081.72	128,081.72
Construction	13,218,455.66	6,609,227.83	6,609,227.83
Construction Engineering	<u>1,321,845.57</u>	<u>660,922.79</u>	<u>660,922.78</u>
Totals	\$ 18,947,073.28	\$ 9,473,536.64	\$ 9,473,536.64
Credit for City Payments to Consultant			1,116,582.17
Less STP-Attrib. Funds			1,171,300.00
Less 1/2 Earmark Funds			389,600.00
Less Section 3 Act 1443 of 2009 Funds			<u>6,796,054.47</u>
City Share Remaining			\$ 0.00

The Honorable Tab Townsell
November 18, 2013
Page Two

This letter, when signed by you and returned to the Department, will be your concurrence in the award of this project. Please retain a copy of the signed letter for the City's files.

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

Sincerely,


for Frank Vozel
Deputy Director and
Chief Engineer

CONCUR:

Tab Townsell
Mayor of Conway

c: Assistant Chief Engineer-Planning
Programs and Contracts
Fiscal Services (2)
Transportation Planning and Policy
District 8
Job 080395 'C' File
Job 080396 'C' File
Ronnie Hall, Conway City Engineer



CONWAY PLANNING COMMISSION

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

November 19, 2013

Council Members
Conway, AR 72032

Dear Council Members:

Zion Temple Church of God request for a Conditional Use Permit to allow surface parking and religious activity in an SP Urban Zone (T5) for property located in the vicinity of 1272 Sutton Street with the legal description

North half of Lot 1, Block 1, and Lot 8, Block 1, Jones Addition AND
Lot 1, Block 8, Jones Addition

was reviewed by the Planning Commission at their regular meeting on November 18, 2013. The Planning Commission voted 9 – 0 to forward this request to the City Council with a recommendation for approval subject to the following conditions.

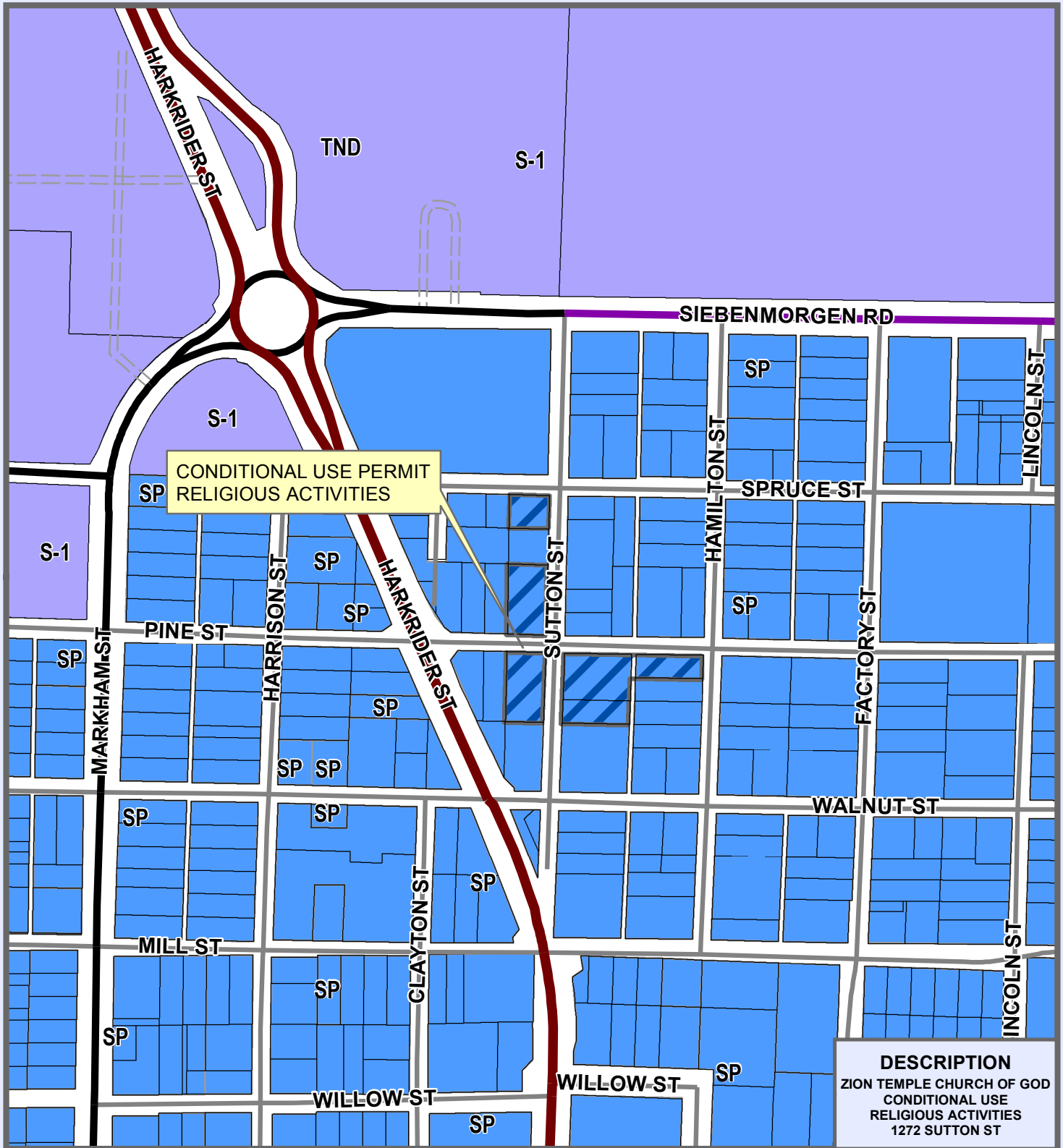
1. External Sound System – No external sound systems are permitted due to the site's proximity to residences.
2. Parking Lot Lighting – Any exterior lighting must be designed and installed in such a way that it prevents light trespass onto adjacent properties.
3. Construction Hours – Hours of external construction are limited to 7:00 a.m. to 7:00 p.m. due to the sites proximity to residences.
4. Architecture/Design/Landscaping – The Conway Historic District Commission must review and approve through a Certificate of Appropriateness.
5. Signage – All signage will meet current Conway Sign Ordinance regulations.

Sincerely,

Jon Arms, Chair
Planning Commission

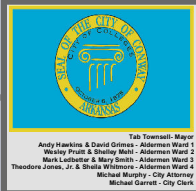
CITY OF CONWAY

ZION TEMPLE CHURCH OF GOD -- CONDITIONAL USE

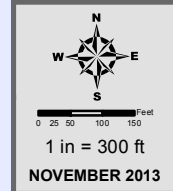


CONDITIONAL USE PERMIT
RELIGIOUS ACTIVITIES

DESCRIPTION
 ZION TEMPLE CHURCH OF GOD
 CONDITIONAL USE
 RELIGIOUS ACTIVITIES
 1272 SUTTON ST



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



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

CONTACT INFORMATION
 WWW.CONWAY-PLANNING.ORG/GIS
 E-MAIL: Jason.Lyon@CityOfConway.org

Printing Date: 11/01/2013
 File: StoryMap201311NOVZION TEMPLE USE.mxd
 Prepared By: Jason Lyon



City of Conway, Arkansas
Ordinance No. O-13- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED NORTH OF DAVE WARD DRIVE WITHIN QUAIL RUN CIRCLE AND ONE LOT ON THE NORTH SIDE OF QUAIL RUN CIRCLE JUST SOUTH OF SHEPHERD'S CREEK SUBDIVISION FROM A-1 TO R-1:

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

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

A TRACT OF LAND LOCATED IN PART OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" PIPE FOR THE NORTHWEST CORNER OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$; THENCE ALONG THE NORTH LINE OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$ S88°13'21"E, 780.46 FEET TO A SET $\frac{1}{2}$ " REBAR FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE S88°13'21"E, 179.88 FEET TO A SET $\frac{1}{2}$ " REBAR; THENCE LEAVING SAID NORTH LINE S01°42'54"W, 365.36 FEET TO A SET $\frac{1}{2}$ " REBAR ON THE NORTH RIGHT OF WAY OF QUAIL RUN CIRCLE; THENCE ALONG SAID NORTH RIGHT OF WAY N88°02'24"W, 180.00 FEET TO A $\frac{3}{8}$ " REBAR; THENCE LEAVING SAID NORTH RIGHT OF WAY N01°43'58"E, 364.78 FEET TO THE POINT OF BEGINNING, CONTAINING 1.51 ACRES MORE OR LESS.

A PART OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 17, T-5-N, R-14-W, FAULKNER COUNTY, ARKANSAS, ALSO KNOWN AS LOTS 1, 2, 3, 4, AND PORTION OF 5 OF QUAIL RUN SUBDIVISION NO. 1, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" PIPE AT THE NE CORNER OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$; THENCE S01°38'17"W, 364.82 FEET; THENCE S20°24'07"W, 52.83 FEET TO A FOUND $\frac{1}{2}$ " REBAR; THENCE N88°13'13"W, 50.00 FEET TO A SET $\frac{1}{2}$ " REBAR (APLS #1243), SAID POINT BEING THE POINT OF BEGINNING; THENCE N88°13'13"W, 833.99 FEET TO A SET $\frac{1}{2}$ " REBAR (APLS #1243); THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 117.81 FEET, WITH A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF S46°46'47"W, WITH A CHORD LENGTH OF 106.66 FEET TO A SET $\frac{1}{2}$ " REBAR (APLS #1243); THENCE S02°02'03"W, 130.00 FEET TO A SET $\frac{1}{2}$ " REBAR (APLS #1243); THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 126.16 FEET, WITH A RADIUS OF 200.00 FEET, WITH A CHORD BEARING OF S17°52'23"E, WITH A CHORD LENGTH OF 124.38 FEET TO A FOUND $\frac{3}{8}$ " REBAR; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 160.81 FEET; WITH A RADIUS OF 250.00 FEET, WITH A CHORD BEARING OF S17°52'23"E, WITH A CHORD LENGTH OF 158.11 FEET TO A SET $\frac{1}{2}$ " REBAR

(APLS #1243); THENCE S02°02'03"W, 39.04 FEET TO A SET ½" REBAR (APLS #1243); THENCE S88°13'13"E, 288.03 FEET TO A SET ½" REBAR (APLS #1243); THENCE N01°48'47"E, 188.35 FEET TO A FOUND ½" REBAR (APLS #1243); THENCE S88°08'36"E, 525.76 FEET TO A FOUND ½" REBAR (APLS #1243); THENCE N02°02'03"E, 322.18 FEET TO THE POINT OF BEGINNING, CONTAINING 7.95 ACRES MORE OR LESS.

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

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

PASSED this 26th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

November 19, 2013

Council Members

Conway, AR 72032

Dear Council Members:

Hal Crafton and Keith Cates request for a rezoning from A-1 to R-1 for property located north of Dave Ward Drive within Quail Run Circle and one lot on the north side of Quail Run Circle just south of Shepherd's Creek Subdivision with the legal description

A TRACT OF LAND LOCATED IN PART OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS BEING FURTHER DESCRIBED AS FOLLOWS:

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A PART OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 17, T-5-N, R-14-W, FAULKNER COUNTY, ARKANSAS, ALSO KNOWN AS LOTS 1, 2, 3, 4, AND PORTION OF 5 OF QUAIL RUN SUBDIVISION NO. 1, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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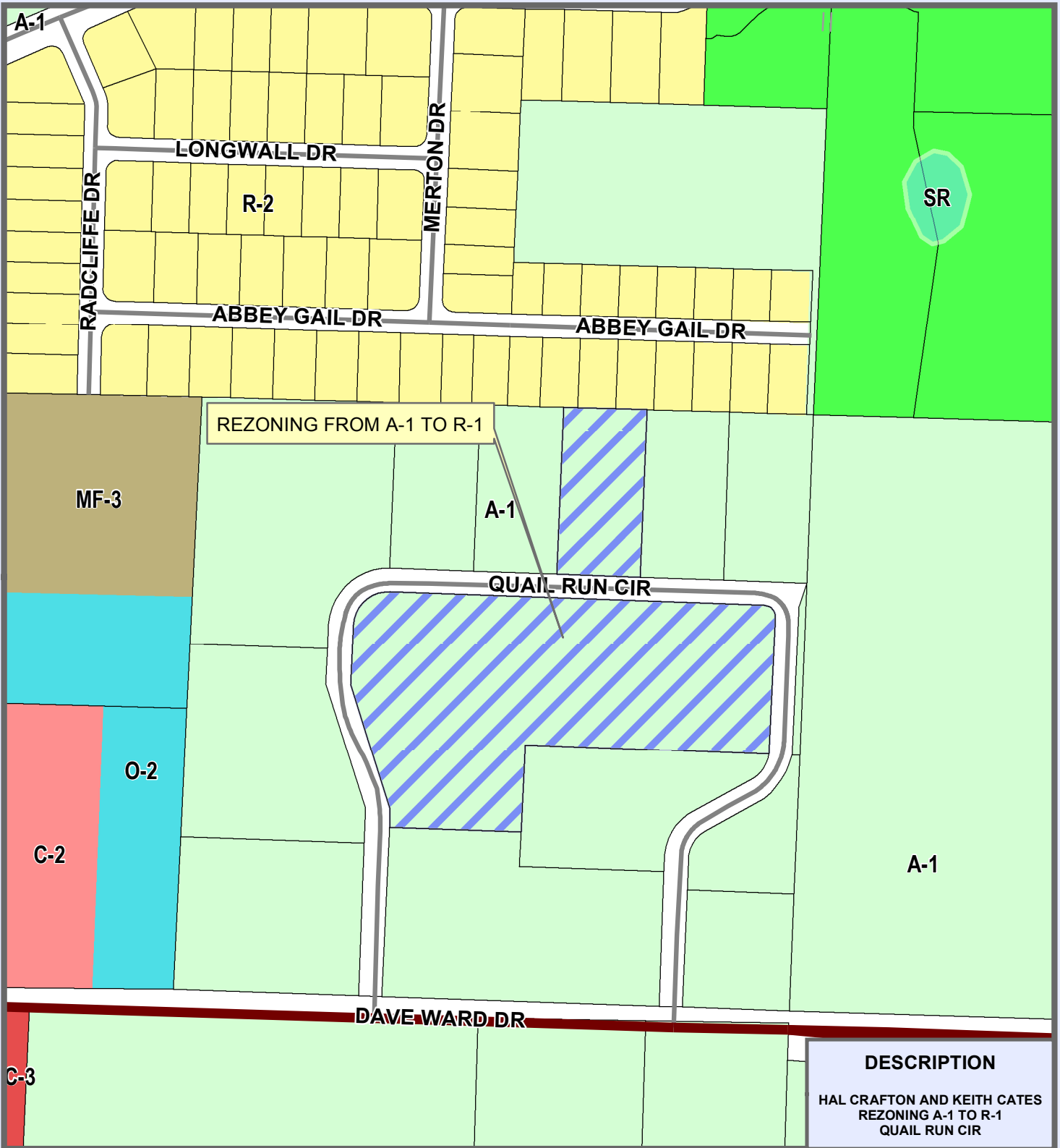
was reviewed by the Planning Commission at their regular meeting on November 18, 2013. The Planning Commission voted 9 – 0 to forward this request to the City Council with a recommendation for approval.

Sincerely,

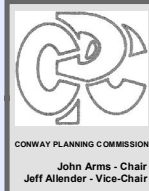
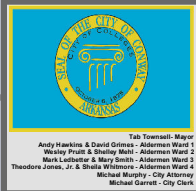
Jon Arms, Chair
Planning Commission

CITY OF CONWAY

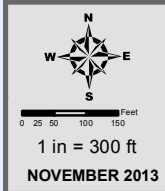
CRAFTON-CATES REZONING TO R-1



DESCRIPTION
HAL CRAFTON AND KEITH CATES
REZONING A-1 TO R-1
QUAIL RUN CIR



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



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

CONTACT INFORMATION
 WWW.CONWAY-PLANNING.ORG/GIS
 E-MAIL: Jason.Lyon@CityOfConway.org

Printing Date: 11/01/2013
 File: StudyMap201311NOV/CRAFTON-CATES.REZ.mxd
 Created By: Jason Lyon

MEMO

To: Mayor Tab Townsell
Conway City Council

From: Brenda Yarbrough, Accounts Payable /Fixed Assets Accountant

Date: Tuesday, November 26, 2013

Subject: Disposal/Removal from Inventory

Message:

The Conway Fire Department, Police Department and Parks Department would like request to remove these items from inventory listing and dispose of them as listed:

Dispose List	Tag#	Purchase Price	Reason/disposal
Scotty Trailer	1945	\$25,495	donated to FC/OEM
1977 Ford Crown Vic	1042	\$19,095.99	auction online
2005 Ford Crown Vic	1075	\$33,383.69	auction online
2000 Chevy Camaro	1065	\$6,620	auction online
Stalker Radar Unit	0821	\$510	traded for new ones
Stalker Radar Unit	0820	\$510	traded for new ones
1996 Jacobsen Greens Mower	2070	\$4250	scrapped
1995 New Holland Flail Mower	2066	\$2,911.25	scrapped
1998 GT-275 JD Tractor Mower	2069	\$4,316	scrapped
1998 LX-188 JD Tractor Mower	2068	\$3,968.26	scrapped
2002 GX-325 JD Tractor Mower	2114	\$5,163.22	scrapped
2000 Z-727 JD Zero Turn Mower	2167	\$1,100	scrapped

Thank you for your consideration.



City of Conway, Arkansas

Ordinance No. O-13-_____

AN ORDINANCE APPROPRIATING FUNDS FOR THE 2012 CITY AUDIT FOR THE CITY OF CONWAY; AND FOR OTHER PURPOSES

Whereas, the Conway City Council approved on August 27, 2013 to contract with BKD for the City's 2012 audit; and

Whereas, the fee proposed by BKD was \$85,180, with half payable in fiscal year 2013 and half payable in fiscal year 2014 after the report is issued.

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

Section 1. The City of Conway shall appropriate \$42,590 from the General Fund Balance Appropriation account (001.119.4900) to the Audit/Accounting Services account (001.102.5210).

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

PASSED this 26th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Monthly Financial Reports
October 31, 2013

City of Conway
 Monthly Financial Report - General Fund
 For the month ended October 31, 2013



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	2,938,000	90,311	1,088,053		1,849,947	37%
Payments in Lieu of Tax	23,000	(306,956)	24,779		(1,779)	108%
State Tax Turnback	2,000,000	193,394	1,881,834		118,166	94%
Sales Tax	17,440,000	1,439,137	14,464,068		2,975,932	83%
Beverage Tax	408,000	31,571	331,152		76,848	81%
Franchise Fees	2,635,000	219,648	2,037,545		597,455	77%
Airport Revenue	70,000	6,140	61,395		8,605	88%
Airport Fuel Sales .05 / GAL	10,500	845	8,833		1,667	84%
Permits	470,000	33,194	433,813		36,187	92%
ACIEA Revenues	-	1,241	5,400		(5,400)	100%
Dog Tags & Fees	25,000	2,455	20,610		4,390	82%
Municipal Court Fines and Fees	745,000	75,336	730,236		14,764	98%
Law Enforcement	884,732	212,859	767,922		116,810	87%
Federal Grant Revenues	50,000	-	53,053		(3,053)	106%
Insurance Proceeds	49,737	43,067	89,160		(39,423)	179%
Parks	450,000	45,517	521,150		(71,150)	116%
Interest Income	2,700	2,684	37,934		(35,234)	1405%
Proceeds from Sale of Assets	2,404	4,476	8,025		(5,621)	334%
Act 749 Public Safety	1,500	147	987		513	66%
Donations	6,795	-	8,698		(1,903)	128%
Act 833 Revenue	80,000	-	67,713		12,287	85%
Miscellaneous Revenues	136,886	6,879	107,025		29,861	78%
Transfers from Other Funds	423,000	35,250	367,600		55,400	87%
Fund Balance Appropriation	466,065	-	-		466,065	0%
Total Revenues	29,318,319	2,137,194	23,116,985	-	6,201,335	79%
Expenditures						
Admin (Mayor, HR)	589,260	41,306	441,928	7,347	139,985	75%
Finance	379,581	26,286	308,243	326	71,012	81%
City Clerk/Treasurer	220,525	13,532	141,402	193	78,931	64%
City Council	83,400	6,401	67,036	300	16,064	80%
Permits and Planning	816,326	72,366	641,794	12,224	162,308	79%
Physical Plant	580,581	34,661	453,883	4,117	122,581	78%
Fleet Maintenance	174,099	(14,791)	117,712	3,269	53,118	68%
Information Technology	1,305,352	58,452	1,126,692	31,748	146,912	86%
Airport	32,500	3,114	120,361	-	(87,861)	370%
Nondepartmental	625,189	30,098	607,670	5,061	12,458	97%
Police	10,934,891	834,190	8,901,819	66,165	1,966,906	81%
Animal Welfare	487,337	40,149	373,777	17,065	96,495	77%
Municipal District Court	842,412	34,171	700,242	3,350	138,820	83%
City Attorney	336,758	27,138	274,890	6,810	55,057	82%
Fire	8,895,684	712,716	7,262,937	102,485	1,530,262	82%
Parks	2,838,176	243,396	2,071,461	35,134	731,581	73%
	29,142,070	2,163,183	23,611,848	295,595	5,234,627	81%
Transfer to Reserve	500,000	-	-	-	500,000	0%
Total Expenditures	29,642,070	2,163,183	23,611,848	295,595	5,734,627	80%
Net Revenue/(Expense)	(323,751)		(494,864)			

*All figures are unaudited

Notes:

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

City of Conway
General Fund
2013



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-13-15	1/22/13	Reclassify Court Admin II to Clerk II	14,691
O-13-16	1/22/13	Implement new one-step salary scale	1,762,851
O-13-25	2/26/13	New employment market study	5,000
O-13-31	3/26/13	Cremation services	10,000
O-13-33	3/26/13	Civil service commission appeal hearing	3,200
O-13-34	3/26/13	Civil service commission testing	1,850
O-13-36	4/8/13	Bicycle and Pedestrian Board expenses	2,000
O-13-37	4/8/13	Grant match for mural project	8,000
O-13-39	4/8/13	Sound system for council meetings	21,000
O-13-42	4/23/13	Network switches for IT dept	21,345
O-13-66	6/25/13	Purchase land on Hogan - Comm Center	58,000
O-13-73	7/9/13	Civil service testing	14,000
O-13-74	7/9/13	Participation in CEO's for Cities	2,000
O-13-81	7/23/13	Furniture for District Court Judge	5,932
O-13-85	8/13/13	Animal Welfare-reclassify P/T kennel tech to F/T	7,189
O-13-86	8/13/13	Three School Resource Officers for Conway Public Schools	66,380
O-13-89	8/13/13	JESAP salary adjustments for certain full time non-elected emp	103,649
O-13-111	10/22/13	Match to Jump Start Grant for Markham St Project	50,000
			<u>\$ 2,157,087</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended October 31, 2013



Cash - Operating	3,541,702
Cash - Reserve	500,000
Petty Cash	715
Taxes Receivable	3,000,000
Accounts Receivable	2,698,537
Due from Other Funds	4,661
Due from Street	106,659
Fleet Inventory	15,539
Fuel Inventory	16,649
General Inventory	1,344
Assets	<u>9,885,806</u>
Trade Accounts Payable	(64,748)
Insurance and Benefits Payable	21,599
Event Deposits	400
Due to Other Funds	286,450
Deferred Revenue	2,470,730
Liabilities	<u>2,714,432</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	500,000
Fund Balance - Unassigned	4,671,374
Fund Balance	<u>7,171,374</u>
Total Liabilities & Fund Balance	<u>9,885,806</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended October 31, 2013



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,350,000	46,791	562,994		787,006	42%
Payments in Lieu of Tax	12,000	-	-		12,000	0%
State Tax Turnback	2,800,000	295,327	2,235,120		564,880	80%
Severance Tax	175,000	23,286	224,879		(49,879)	129%
Sales Tax	245,000	20,165	203,055		41,945	83%
Sign Permits	500	60	60		440	12%
Engineering Fees	7,500	100	6,675		825	89%
Insurance Proceeds	-	-	1,933		(1,933)	100%
Interest Income	3,500	1,127	14,615		(11,115)	418%
Miscellaneous Revenues	-	-	2,294		(2,294)	100%
Total Revenues	4,593,500	386,856	3,251,625	-	1,341,875	71%
Expenditures						
Personnel Costs	2,071,317	144,748	1,512,507	-	558,810	73%
Other Operating Costs	<u>2,828,842</u>	<u>452,031</u>	<u>1,977,299</u>	<u>23,186</u>	<u>828,357</u>	<u>70%</u>
Total Operating Costs	4,900,159	596,780	3,489,806	23,186	1,387,168	71%
Capital Outlay	<u>199,760</u>	<u>-</u>	<u>198,450</u>	<u>-</u>	<u>1,310</u>	<u>99%</u>
Total Expenditures	5,099,919	596,780	3,688,256	23,186	1,388,477	72%
Net Revenue/(Expense)	(506,419)		<u>(436,631)</u>			

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2013
Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-13-49	5/14/13	Funds needed for remaining 2013 motor grader lease payments	13,678
O-13-89	8/14/13	JESAP salary adjustments for certain full time non-elected emp	35,880
O-13-112	10/22/13	JESAP salary adjustment for City Engineer/Street Director	3,100
			<u>\$ 52,658</u>

City of Conway
Balance Sheet - Street Fund
For the month ended October 31, 2013



Cash - Operating	1,462,646
Taxes Receivable	42,357
Accounts Receivable	1,521,139
Due from Other Funds	187,735
<i>Assets</i>	<u>3,213,907</u>
Trade Accounts Payable	46,083
Due to Other Funds	574
Due to General	107,487
Deferred Revenue	1,264,754
<i>Liabilities</i>	<u>1,418,898</u>
<i>Fund Balance</i>	<u>1,795,009</u>
<i>Total Liabilities & Fund Balance</i>	<u>3,213,907</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended October 31, 2013



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Sanitation Fees	7,620,000	643,180	6,112,020		1,507,980	80%
Proceeds - Recycled Materials	200,000	29,138	426,323		(226,323)	213%
Landfill Fees - General	240,000	22,064	163,892		76,108	68%
Insurance Proceeds	-	-	115,425		(115,425)	100%
Interest Income	50,000	3,915	46,874		3,126	94%
Proceeds from Sale of Assets	-	-	144		(144)	100%
State Grant Revenues	-	-	50,000		(50,000)	100%
Miscellaneous Revenues	-	123	372		(372)	100%
Total Revenues	8,110,000	698,420	6,915,051	-	1,194,949	85%
Expenditures						
Personnel Costs	3,682,785	309,202	2,877,380	-	805,405	78%
Other Operating Costs	<u>3,283,603</u>	<u>266,093</u>	<u>2,204,625</u>	<u>125,583</u>	<u>953,396</u>	<u>67%</u>
Total Operating Costs	6,966,388	575,295	5,082,005	125,583	1,758,801	73%
Capital Outlay	<u>1,143,612</u>	<u>-</u>	<u>267,300</u>	<u>590,090</u>	<u>286,223</u>	<u>23%</u>
Total Expenditures	8,110,000	575,295	5,349,304	715,673	2,045,023	66%
Net Revenue/(Expense)	-		<u>1,565,746</u>			

*All figures are unaudited

Notes:

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

City of Conway
Sanitation Fund
2013



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-13-89	8/14/13	JESAP salary adjustments for certain full time non-elected emp	9,302

City of Conway
 Balance Sheet - Sanitation
 For the month ended October 31, 2013



Cash - Operating	1,759,324
Petty Cash	200
Post Closure Cash Account	4,727,783
Accounts Receivable	664,265
Due from Other Funds	64,975
General Inventory	2,122
Land & Buildings	4,394,619
Accum Dep - Buildings	(467,002)
Accum Dep - Land Improvements	(1,048,320)
Infrastructure	691,618
Accum Dep - Infrastructure	(330,209)
Machinery and Equipment	8,300,246
Accum Dep - M&E	(3,286,650)
Construction in Progress	689,767
<i>Assets</i>	<u>16,162,737</u>
Trade Accounts Payable	35,039
Salaries Payable	334,383
Net Pension Obligation	855,700
Accrued Interest Payable	32,255
2010 Recycling Note - US Bank	809,873
Landfill Close/Post Close	4,386,590
<i>Liabilities</i>	<u>6,453,839</u>
<i>Net Assets</i>	<u>9,708,899</u>
<i>Total Liabilities and Net Assets</i>	<u>16,162,737</u>

*All figures are unaudited