

City Council Members

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



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

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City Council Meeting - Tuesday, November 22<sup>nd</sup>, 2011@ 6:30pm  
Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032  
5:30pm - Committee Meeting:  
2012 Street Projects

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Call to Order

Roll Call

Minutes: November 8<sup>th</sup>, 2011

Announcements / Proclamations / Recognition: *Employee Service Recognition*  
*VolunteerConway.org "Big Event"*

**1. Report of Standing Committees:**

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

1. Consideration of a change order for Stage 1B Airport Construction for the New Conway Municipal Airport.
2. Ordinance amending the Conway Zoning Ordinance naming the Conway Planning Commission as the Board of Zoning/Adjustment.
3. Ordinance amending the Conway Subdivision (O-00-03) to allow the platting of lots with less than 100 feet of street frontage along collector, minor arterials, and major arterials.
4. Ordinance amending the Conway Zoning Ordinance establishing standards for mobile vendors including mobile food vendors.
5. Ordinance repealing O-00-22 standards for interim, construction, and temporary buildings; and amending the Conway Zoning Ordinance to include and amend standards for accessory and prefabricated buildings, particularly, interim, construction, and temporary buildings.

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

1. Ordinance appropriating revenue funds to the Conway Sanitation Department.
2. Ordinance to establishing new fees to be assessed for the rental of the Conway Expo Center.
3. Ordinance authorizing a change in staffing levels for the Parks & Recreation Department.

**C. Finance**

1. Consideration to approve the October monthly financial reports for the Conway Finance Department.

#### **D. Personnel**

1. Consideration to enter into an agreement with DB Squared/DBCompensation for a job evaluation and salary administration program.

#### **Old Business**

#### **New Business**

1. Consideration to enter into an agreement with the University of Arkansas Cooperative Extension Service relative to the horticulture program.
2. Discussion of an ordinance establishing the division of the four tenth (.4) mil on the dollar, voluntary assessment for the exclusive purpose of operating and maintaining cemeteries located within the City of Conway.

#### **Adjournment**

# Committee Meeting

**CITY OF CONWAY  
STREET PROJECTS  
November 18, 2011**

**A. AVAILABLE FUNDS FOR MAINTENANCE & REHAB PROJECTS IN STREET FUND BUDGET:**

	\$ 650,000	Usual Street Fund Overlay Allowance
	\$ 200,000	Severance Tax (Alternative Transportation)
<b>Total Funds</b>	<b>\$ 850,000</b>	

**B. 2011 PROJECTS FUNDED AND NOT COMPLETED**

1 WASHINGTON Ave.	Donaghey to Fleming	Roundabout @ Fleming	\$ 100,000	2
2 DONAGHEY AVE.	Tyler to Prince	Reconstruct to 36' curbed	\$ 300,000	2&3
3 LOWER RIDGE @ U.S. 65	Realign Intersection & Connect to shopping center		\$ 125,000	2
4 MAIN STREET	Front to Harkrider with Street Scape Improvements (by city forces)		\$ 100,000	4

**C. NEEDED STREET RECONSTRUCTION PROJECTS:**

			CITY		Ward
			FORCES	CONTRACTOR EST. COST	
1 MUSEUM RD.	Oak to Halter	800' 36' curbed street	\$ 160,000	\$ 300,000	4
2 FRONT STREET	College to Deer		\$ 45,000	\$ 85,000	
3 WESTERN AVE.	Caldwell to Robinson	Right of Way now available	\$ 90,000	\$ 200,000	3
4 MIDDLE ROAD	Amity to Southland	2000' 36' curbed	\$ 300,000	\$ 550,000	4
5 MIDDLE ROAD	Southland to E. German	1800' - 36' curbed	\$ 275,000	\$ 500,000	4
6 BLANEY HILL ROAD	HWY 25 to Stone Rd.	3600'	\$ 540,000	\$ 900,000	2
7 STANLEY RUSS ROAD	Bill Bell Lane to S.Donaghey	6000' 36' curbed	\$ 900,000	\$ 1,500,000	4
9 MITCHELL STREET	Caldwell to Scott	Reconstruct to 27' curbed - 1,200'	\$ 90,000	\$ 200,000	4
10 GRIFFIN STREET	Bruce to McKay	630' 27' curbed	\$ 55,000	\$ 120,000	4
11 WESCON LANE	Westin Park to College	36' Curbed	\$ 180,000	\$ 500,000	3
12 WASHINGTON AVE	Fleming to Tyler	36' Curbed	\$ 175,000	\$ 350,000	
13 NUTTER CHAPEL ROAD	Catherine Place to Salem	36' Curbed - 1,800'	\$ 275,000	\$ 540,000	1
14 PIN OAK	Shady Ln.to Water Oak	Replace Concrete	\$ 80,000	\$ 175,000	3
15 SHADY L:ANE	Red Oak to End	Replace Concrete	\$ 40,000	\$ 85,000	3
16 RED OAK	Shady Ln. To Shady Ln. Loop	Replace Concrete	\$ 47,000	\$ 100,000	3
17 RED OAK	Shady Lane to Salem	Replace Concrete	\$ 66,000	\$ 130,000	3
18 SMOKING OAKS RD.	Salem to Morningside	Replace Concrete	\$ 126,000	\$ 260,000	3
19 JEFFERSON PLACE	Lexington	Replace Concrete	\$ 160,000	\$ 320,000	3
20 JEFFERSON PLACE	West Point	Replace Concrete	\$ 37,000	\$ 75,000	3
21 JEFFERSON PLACE	Brandywine	Replace Concrete	\$ 25,000	\$ 50,000	3
22 JEFFERSON PLACE	Bunker Hill	Replace Concrete	\$ 27,000	\$ 54,000	3
23 JEFFERSON PLACE	Yorktown	Replace Concrete	\$ 27,000	\$ 54,000	3
24 SANDSTONE	South of Tucker Creek	Replace Concrete	\$ 90,000	\$ 90,000	3
<b>SUBTOTAL STREET RECONSTRUCTION PROJECTS</b>			<b>\$ 3,810,000</b>	<b>\$ 7,138,000</b>	

**D. NEEDED STREET OVERLAYS & REPAIRS:**

				Ward
1 HOGAN LANE	Prince to Reedy (Pavement starting to fail)		\$ 150,000	1
2 HOGAN LANE	Raleigh to Prince		\$ 75,000	3
3 TYLER STREET	Country Club to Hogan		\$ 150,000	3
4 TYLER STREET	Hogan to Eve Ln.		\$ 100,000	3
5 REEDY ROAD	College to Norblett		\$ 65,000	1
6 COLLEGE AVE	Country Club to Hannah Dr		\$ 45,000	1
8 TJ	Gertrude to Oak Meadows	overlay	\$ 27,000	1
9 QUAIL RUN	add gravel, shape ditches & overlay		\$ 50,000	1
10 SHERMAN OAKS	South of Prince & East of Country Club		\$ 33,000	3
11 WESTERN AVE.	College to Bruce		\$ 27,300	1
12 HEATHER CR.	Rosewood Terrace		\$ 46,000	3
13 Sanders Dr.	Findley to Outback/ Tractor Supply Drive		\$ 8,000	2
14 Fendley Dr.	East Walmart Entrance to Sanders		\$ 15,000	2
15 RED OAK	Shady Ln. To Shady Ln. Loop	Patch Failed Conc, & Overlay	\$ 23,000	3
16 RED OAK	Shady Lane to Salem	Patch Failed Conc, & Overlay	\$ 32,000	3
17 SMOKING OAKS RD.	Salem to Morningside	Patch Failed Conc, & Overlay	\$ 65,000	3
18 JEFFERSON PLACE	Lexington	Patch Failed Conc, & Overlay	\$ 75,000	3
19 JEFFERSON PLACE	West Point	Patch Failed Conc, & Overlay	\$ 20,000	3
20 JEFFERSON PLACE	Brandywine	Patch Failed Conc, & Overlay	\$ 12,000	3
21 JEFFERSON PLACE	Bunker Hill	Patch Failed Conc, & Overlay	\$ 14,000	3
22 JEFFERSON PLACE	Yorktown	Patch Failed Conc, & Overlay	\$ 14,000	3
23 SANDSTONE	South of Tucker Creek	Patch Failed Conc, & Overlay	\$ 45,000	3
24 Dallas Lp	Royal Oaks / Koooked kreek		\$ 25,000	3
25 Benton Cv	Royal Oaks / Koooked kreek		\$ 5,000	3
26 Chicot Dr.	Royal Oaks / Koooked kreek		\$ 45,000	3
27 Drew Dr.	Royal Oaks / Koooked kreek		\$ 3,500	3
28 Baxter Dr.	Royal Oaks / Koooked kreek		\$ 36,000	3
29 Royal Dr.	Royal Oaks / Koooked kreek		\$ 34,000	3
30 Colombia Dr.	Royal Oaks / Koooked kreek		\$ 33,000	3
31 Dogwood Trail	Quail Creek Repair Street & Insta		\$ 52,000	3
32 Vineyard	Quail Creek	asphalt overlay	\$ 39,000	2
33 Chablis	Quail Creek	asphalt overlay	\$ 15,000	2
34 Marlsgate	Quail Creek	asphalt overlay	\$ 39,000	2
<b>TOTAL STREET OVERLAY</b>			<b>\$ 1,417,800</b>	

**CITY OF CONWAY  
STREET PROJECTS  
NOVEMBER 18, 2011**

**E Major Street Projects**

1 COLLEGE AVENUE Relocation to Elm Street	Locust to Harkrider	Funded by Pay as You Go	\$ 860,000	2011
2 PRINCE STREET Reconstruction	Western to Shady Ln.	Programed Sales Tax Project	\$ 4,000,000	2011-2012
3 WESTERN LOOP		Programed Sales Tax Project	\$ 13,419,000	2012 - 2013
4 COLLEGE AVENUE RECONSTRUCTION	Salem to Hubbard	Programed Sales Tax Project	\$ 1,200,000	2013
5 COLLEGE -COUNTRY CLUB ROUNDABOUT		Programed Sales Tax Project	\$ 300,000	2013
6 FARRIS ROAD - Bruce to Dave Ward		Programed Impact Fee Project	\$ 1,250,000	2011
7 McNUTT RD. - OLD MILITARY (Right of Way & Earthwork Only)		Programed Sales Tax Project	\$ 800,000	2011
8 McNUTT RD. - OLD MILITARY (Curbs, Drainage & Paving)		Programed Sales Tax Project	\$ 600,000	2012
9 OLD MILITARY RECONSTRUCTION	Donnell RDG. To New School	Programed Sales Tax Project	\$ 1,250,000	2012
10 NUTTER CHAPEL - Green at Nutter Chapel to Old Military		Programed Sales Tax Project	\$ 700,000	2012
<b>TOTAL MAJOR STREETS</b>			<b>\$ 24,379,000</b>	

**F FUNDS AVAILABLE FOR MAJOR STREET PROJECTS:**

(Funds not obligated by Contract)

	ESTIMATED STREET PROJECT ANNUAL REVENUE		CUMULATIVE	Funds needed	Cummulative	NET
	PAY AS YOU GO SALES TAX	IMPACT FEE	REVENUE	For Above	Funds	FUND
				Projects	Needed	BALANCE
End 2010	\$ 2,000,000	\$ 600,000	\$ 2,600,000			\$ 2,600,000
2011	\$ 2,100,000	\$ 1,000,000	\$ 5,700,000	\$ 2,560,000	\$ 2,560,000	\$ 3,140,000
2012	\$ 2,500,000	\$ 1,000,000	\$ 9,200,000	\$ 14,429,000	\$ 16,989,000	\$ (7,789,000) loan Required
2013	\$ 2,900,000	\$ 1,000,000	\$ 13,100,000	\$ 7,390,000	\$ 24,379,000	\$ (11,279,000) Max Loan
2014	\$ 2,900,000	\$ 1,000,000	\$ 17,000,000	\$ -	\$ 24,379,000	\$ (7,379,000)
2015	\$ 2,900,000	\$ 1,000,000	\$ 20,900,000		\$ 24,379,000	\$ (3,479,000)
2016	\$ 2,900,000	\$ 1,000,000	\$ 24,800,000		\$ 24,379,000	\$ 421,000
				\$ 24,379,000		

**F SIDEWALK PROJECTS**

\$16,000 in the in-lieu of sidewalk fund

Ward

Siebenmorgen Rd. (south side)	Nicole Place to Bob Courtway	\$ 35,000	2
Siebenmorge Rd (South Side)	Bob Courtway to Museum	\$ 25,000	2
Bob Courtway (East Side)	Siebenmorge to Bob Courtway School	\$ 25,000	2
Farris Road (East Side)	Collge to Prince	\$ 70,000	3
Padgett Rd	Sanson to Woodrow Cummins (1,800 ') No Easement	\$ 40,000	3
Padgett Rd	Sanson to Woodrow Cummins (1,800 ') Add Curb & Drain	\$ 108,000	3
Donaghey	Meadowlake to Tyler (2,800'+250' Wall)	\$ 95,000	2
Meadowlake	Donaghey to Salem (4,300')	\$ 110,000	2
South German (west side)	Dave Ward to Robins	\$ 90,000	4
<b>TOTAL SIDEWALKS</b>		<b>\$ 598,000</b>	

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: November 16, 2011

REFERENCE: Stage 1B Airport Construction Change Order  
2011 FAA Grant

I have attached a proposed Change Order No. 1 for the 2011 Airport Grading and Drainage contract now underway by Paladino Construction, Inc. This change order modifies the earthwork for this project by deleting the 200' of runway embankment that was added to the 2010 A.G. Hunt Contract and adding addition excavation in the detention area to increase the slope of the bottom and thus reduce the potential for water ponding. The revised detention area grading was developed after field review of the outfall ditch along with cleaning of the outfall ditch allowed a lower detention pond outlet elevation. In addition, a portion of the concrete pilot channel in the detention area is being transferred (at same cost) from the 2010 A.G. Hunt contract to the 2011 Paladino contract to correspond with the change in detention pond final grading responsibility.

The contract as awarded to Paladino Construction was in the amount of \$3,440,215.70. The proposed change order adds \$245,218.50 to the contract to give a revised contract amount of \$3,685,434.20. The A.G. Hunt contract will be reduced by about this same amount when that contract is closed out. 95% of the project cost project cost is reimbursable thru the 2010 and 2011 FAA Grant and 5% of the cost is reimbursable thru the Arkansas Department of Aeronautics Grant.

This change order is primarily a moving of cost form one contract to another. I recommend that we execute this change order.



### Construction Contract Change Order

<b>Project:</b> New Conway Municipal Airport - Stage 1B Grading and Drainage Construction Garver Job No. 1001-1500		<b>Change Order No.</b> 1									
<b>Owner:</b> City of Conway 1201 Oak Street Conway, Arkansas 72032		<b>Date Prepared:</b> November 7, 2011									
<b>Contractor:</b> Paladino Construction, Inc. 10 Blake Lane Conway, Arkansas 72032											
<b>Description of Work Included in Contract</b> Grading and drainage construction including construction of approximately 600,000 cubic yards of earthwork, 4,800 linear feet of reinforced concrete pipe, and 200 acres of seeding.											
<b>Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)</b> A. Runway Embankment Construction from Station 26+00 to 28+00 deleted. Delete plan quantity of 21,200 cubic yards from Item P-152-4.2 Embankment In Place. East Detention Area re-grade to allow better positive drainage. ADD plan quantity of 32,325 cubic yards to Item P-152-4.2 Embankment In Place. Net change is ADD 11,125 cubic yards to Item P-152-4.2  B. Additional concrete pilot channel in East Detention Area. ADD Item D-752-5.2 Additional Pilot Channel Item with plan quantity of 4,436 linear feet at unit price of \$46.00 per linear foot.											
Attachments: Revised Drawing Sheets 4, 6, 7, 8, 9, 10, 15A, 15B, 16, 17, 18. Revision dated 11/7/11.											
Contract Changes	Bid Item No.	Bid Item Description	Original Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost		
A.	P-152-4.2	Embankment In Place	490,440	C.Y.	\$3.70	501,565	\$3.70	\$1,814,628.00	\$1,855,790.50		
B.	P-752-5.2	Additional Concrete Pilot Channel	-	L.F.	-	4,436	\$46.00	\$0.00	\$204,056.00		
<b>Summation of Cost</b>								<b>\$1,814,628.00</b>	<b>\$2,059,846.50</b>		
<b>Net Cost for this Change Order</b>								<b>\$245,218.50</b>			
<b>Estimated Project Cost</b>				<b>Time Change</b>							
Original Contract Amount				Estimated Project Cost		Original Contract Start Date					
Previously Approved Changes				\$3,440,215.70		Original Contract Time (calendar days)					
This Change Order				\$0.00		Additional Calendar Days granted by this Change Order					
New Contract Amount				\$245,218.50		New Contract Time (calendar days)					
				\$3,685,434.20		New Construction Completion Date					
						August 15, 2012					
<b>THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS</b>											
<b>ISSUED FOR REASONS INDICATED ABOVE</b>											
<b>Engineer: Garver</b>											
			Engineer's Signature _____			Title _____			Date _____		
<b>ACCEPTED BY CONTRACTOR</b>											
			Contractor's Signature _____			Title _____			Date _____		
<b>APPROVED BY OWNER</b>											
			Owner's Signature _____			Title _____			Date _____		



**City of Conway, Arkansas  
Ordinance No. O-11-\_\_**

**AN ORDINANCE AMENDING THE CONWAY ZONING ORDINANCE O-94-54 NAMING THE CONWAY PLANNING COMMISSION AS THE BOARD OF ZONING ADJUSTMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**WHEREAS**, Arkansas State Code 14-56-416.B.1 allows the Planning Commission to serve as the zoning variance regulating board, and

**WHEREAS**, due to the infrequent meetings of the Board of Zoning Adjustment, and gained experience of the Planning Commission, it is desirable to allow the appeal of zoning variances to the Conway Planning Commission;

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

**SECTION 1. Ordinance O-94-54, Section 201.4 – Interpretation of District Boundary shall be amended as follows:**

Where due to scale, lack of detail or illegibility of the zoning map, there is uncertainty, contradiction or conflict as to location of any zoning district boundary as shown thereon, the Designated Staff shall make an interpretation of the map upon request of any person. Any person in disagreement with any such interpretation may appeal such interpretation to the ***Planning Commission acting as the*** Board of Zoning Adjustment. All City Commissions, Boards or personnel interpreting the zoning map or deciding any appeal, shall apply the following standards:

G. If, after all of the previously stated rules have been applied, uncertainty shall exist as to exact location of a zoning district boundary line, the boundary line shall be determined in a reasonable manner, considering the history of zoning ordinances and amendments in the City as well as other relevant facts. The ***Planning Commission acting as the*** Board of Zoning Adjustment, upon motion, shall interpret and determine the location of said boundaries based on the above- mentioned guidelines.

**SECTION 1. Ordinance O-94-54, Section 301.2 – Definitions of Terms and Uses shall be amended as follows:**

Board: The word “Board” shall mean the ***Planning Commission acting as the*** Board of Zoning Adjustment.

Mini-Warehouse Storage: Mini-warehouse storage facilities shall be deemed to include one (1) or more permanent structures, meeting applicable City building requirements, which contain separate storage units or cubicles that are intended to be leased by members of the public. ~~On commercially-zoned lands, not more than ten percent (10%) of such structure or structures may be leased to a single lessee, unless specific permission is first obtained from the Board of Adjustment. Furthermore, t~~The active utilization of any storage space or cubicle within a mini-warehouse storage area for a retail or wholesale business operation on such site is expressly prohibited.

Variance: A device which grants a property owner relief from certain provisions of a zoning ordinance when, because of the particular physical surroundings, shape, or topographical condition of the property,

compliance would result in a particular hardship upon the owner, as distinguished from a mere inconvenience or a desire to make more money. ~~A variance may be granted, for example, to reduce yard or setback requirements, or the number of parking or loading spaces, or to increase the permitted size of a sign. Some ordinances specifically preclude the granting of a use variance. Authority to decide variances usually is vested in the Board of adjustment.~~

**SECTION 2. Ordinance O-94-54, Section 401.4 – Residential Districts - C. Lot, Yard and Height Regulations, the third paragraph shall be amended as follows:**

A minimum of ten (10) feet shall separate all detached buildings. Each lot must have a minimum of thirty-five (35) feet of street frontage. Each lot in R-1, R-2, R-2A, and SR and HR zoning districts shall have a minimum street frontage equal to the minimum lot width required at the building line, except for lots fronting on cul-de-sac turnarounds and on curving street frontages, which must have no less than thirty-five (35) feet of street frontage with the two side lot lines intersecting the street diverging until they are separated by the minimum required lot width at the building line. Each lot in the remaining zoning districts shall have a minimum of thirty-five (35) feet of street frontage. Each lot must be a minimum of one hundred (100) feet in depth at its shallowest point with the depth measured at right angles or radial to the centerline of the street line. That all lots existing at the time of the passage of this Ordinance that are rendered nonconforming by the passage of this Ordinance shall not be required to obtain a variance from such created nonconformity ~~from the Board of Zoning Adjustment~~ in order to obtain a building permit.

**SECTION 3. Ordinance O-94-54, Article 801 – Board of Zoning Adjustment shall be amended as follows:**

**SECTION 801.1 - CREATION AND APPOINTMENT**

**The Planning Commission shall serve as the Board of Zoning Adjustment**

~~There is hereby reappointed a Board of Zoning Adjustment, which shall consist of seven (7) members; each to be appointed by the Mayor and confirmed by the City Council for a term of three (3) years. Not less than one (1) member shall be appointed from the membership of the Planning Commission. A member of such Board of Zoning Adjustment, once qualified, can thereafter be removed during his/her term of office only for cause on a majority vote of the City Council. In the event of the death, resignation, or removal of any such member before the expiration of his/her term, a successor shall be appointed by the Mayor and confirmed by the City Council to serve his/her unexpired term.~~

**SECTION 801.2 – ORGANIZATION**

**A. ~~Officers~~**

~~A Chairperson and Vice Chairperson shall be elected annually by the Board from among its membership. The Chairperson, or in his/her absence, the Vice Chairperson, shall preside at all meetings, shall decide all points of order or procedure, and, as necessary, shall administer oath and compel the attendance of witnesses. The Mayor shall appoint a secretary, who shall hold office during the will and pleasure of the Mayor, and shall receive such compensation from the City of Conway as may be fixed from time to time by the City Council of the City of Conway.~~

**B. ~~Rules and Meetings~~**

~~The Board of Adjustment shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this Zoning Ordinance. Meetings shall be held on a regular schedule and at such other times as the Board may determine. All meetings shall be open to the public. The Board of Adjustment shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or if failing to vote, indicating such fact; it shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the Board. A quorum of the Board shall consist of five (5) members. The concurring vote of five (5) of the Board members shall be necessary to revise any order or decision of the enforcement officer or to decide on any matter upon which it is required to pass under this Ordinance.~~

**SECTION 801.3 – POWERS AND DUTIES**



The **Planning Commission acting** as the Board of Adjustment shall have all the powers and duties prescribed by law and by this Ordinance, which are more particularly described as follows:

A. Administrative Review

To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the administrative official in the enforcement of this Zoning Ordinance. The **Board Commission** may affirm or reverse, in whole or in part, said decision of the administrative official.

B. Variances

To authorize upon appeal in specific cases such variance from the terms of this Zoning Ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Zoning Ordinance would result in unnecessary hardship that would deprive the owner of any reasonable use of the land or building involved. A variance from the terms of this Zoning Ordinance shall not be granted by the **Planning Commission Board of Adjustment** unless and until:

1. The applicant demonstrates that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structure or buildings in the same district; that literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Zoning Ordinance; that special conditions and circumstances do not result from the actions of the applicant; and that granting the variance requested will not confer on the applicant any special privilege that is denied by this Zoning Ordinance to other lands, structures, or buildings in the same district.
2. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
3. The **Planning Commission Board of Adjustment** shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.
4. The **Planning Commission Board of Adjustment** shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this Zoning Ordinance, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

In granting any variance, the **Planning Commission Board of Adjustment** may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Zoning Ordinance.

Under no circumstances shall the **Planning Commission Board of Adjustment** grant a variance to allow a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Zoning Ordinance in said district.

C. Special Exceptions

In addition to the powers and duties specified above, the **Commission Board** shall also have the following powers and duties to hold public hearings and decide the following special exceptions:

1. Permit the extension of a zoning district boundary where the boundary divides a lot held in a single ownership at the time of adoption of this Ordinance.

2. Interpret zoning district boundaries where uncertainty exists as to the boundaries of the zoning districts or when the street or property lines existing on the ground are at variance with those shown on the Zoning District Map.

#### SECTION 801.4 – PROCEDURE FOR APPEALS

##### A. Application

Appeals to the ~~Commission Board~~ may be taken by any person aggrieved or by any officer, department, or board of the City affected by any decision of the administrative official. All appeals and applications made to the ~~Commission Board~~ shall be made in writing on forms prescribed by the ~~Commission Board~~ within ten (10) days after the decision has been rendered by the administrative official. Every appeal or application shall refer to the specific provision of the Code involved and shall exactly set forth (1) the interpretation that is claimed, (2) the use for which the permit is sought, or (3) the details of the variance that is applied for and the grounds on which it is claimed that the variance should be granted, as the case may be. The appeal or application shall be filed with the officer from whom appeal is taken who shall forthwith transmit to the ~~Commission Board~~ all papers constituting the record upon which the action appealed from was taken.

##### B. Public Notice and Hearing

The ~~Commission Board~~ shall conduct a public hearing of an appeal at the next available regular meeting of the Planning Commission. The applicant shall publish a public notice at the applicant's expense at least once not less than fifteen (15) days preceding the date of such hearing in a newspaper of general circulation in Conway. ~~fix a reasonable time for the public hearing of an appeal, cause public notice to be given of the time and place thereof, as well as due notice to the parties in interest, and decide same within a reasonable time. Said public notice shall be published at the applicant's expense at least once not less than seven (7) days preceding the date of such hearing in a newspaper of general circulation in Conway.~~ The public notice shall give the particular location of the property on which the appeal is requested, including a legal description and an address (if no address is available, a description which is clear to the average lay person will suffice), as well as a brief statement of what the appeal consists.

Each applicant for the variance shall be required to post a public hearing notice sign ~~obtained from the Planning Department~~ on the property for which the variance is being sought at least ~~seven (7) fifteen (15)~~ fifteen (15) days prior to the date of the public hearing. This sign shall be in plain view of and easily readable from a public street, state the variance being sought, and give the place, date, and time of the public hearing. The applicant shall obtain the sign from the Conway Planning Department and shall pay a fee as established by the City of Conway for the sign. The fee is not refundable and the sign is not required to be returned.

In addition, the petitioner shall be required to notify by certified letter with return receipt and/or petition, all property owners within two hundred (200) feet of his property of his intentions to seek a variance, not less than ~~seven (7) fifteen (15)~~ fifteen (15) days prior to the hearing. The petitioner shall state the date and time and location of the public hearing and describe the requested variance with the certified letter and/or petition. The postmarked certified receipts and/or return receipts and/or petition shall be submitted to the Planning Department staff not less than ~~five (5) fifteen (15)~~ fifteen (15) days prior to the meeting of the ~~Planning Commission Board of Zoning Adjustment~~ along with a map showing the location of the property in question, as well as the owners within 200 feet of the property and a letter from the petitioner certifying that the map shows a complete list of those property owners.

Each applicant must submit, at least ~~ten (10) fifteen (15)~~ fifteen (15) days prior to the public hearing, a scale drawing showing the requested variance along with all relevant information, including the exceptional condition or situation of the property which causes the exceptional practical difficulty or undue hardship for which relief is being sought.

~~Public hearings may be adjourned from time to time, and, if the time and place of the adjourned meeting be publicly announced when the adjournment is made, no further notice of such adjourned meeting need be published. At a public hearing any party may appear in person, by agent, or by attorney.~~

##### C. Effect of appeal

An appeal shall stay all proceedings of the action appealed from, unless the person affected by such appeal certifies to the **Commission Board**, that, by reason of facts stated in the certificate a stay would, in his/her opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the **Commission Board** or a court of record on application, and notice to the person from whom the appeal was taken.

**D. Time Limit on Permits**

No order permitting the use of a building or premises, or the alteration or erection of a building shall be valid for a period longer than sixty (60) days unless such use is established or the erection or alteration is started within such period and proceeds to completion in accordance with the terms of a building permit.

**E. Fee**

The fee for any appeal or application to the **Commission Board** shall be three hundred twenty-five dollars (\$325.00), no part of which shall be refundable. The administrative official shall deposit with the City Treasurer each month all fees collected during the preceding month.

**F. Appeals from the Planning Commission acting as Board of Adjustment**

Any person or persons, or any board, taxpayer, department, board or bureau of the City aggrieved by any decision of the **Planning Commission Board of Adjustment** may seek review by a court of record of such decision, in the manner provided by the laws of the State of Arkansas.

**SECTION 3: Ordinances in Conflict**

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

**SECTION 4. Emergency Clause**

That this ordinance is necessary for the protection, peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

**PASSED** this 22<sup>nd</sup> day of November, 2011.

**Approved:**

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

**Attest:**

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



**CITY OF CONWAY**  
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October 20, 2011

## MEMO

To: Mayor and City Council  
From: Bryan Patrick, Director of Planning and Development

### **Amending the Zoning Ordinance to Allow the Planning Commission to Serve as the Board of Zoning Adjustment**

Arkansas State Code allows a City's Planning Commission to serve as the Board of Zoning Adjustment. §14-56-416.B.1 states:

"The ordinance (Zoning Ordinance) shall provide for a board of zoning adjustment, which may either be composed of at least three (3) members, or the commission (Planning Commission) as a whole may sit as the Board of Zoning Adjustment."

State Code further clarifies the role of the Board of Zoning Adjustment and its decisions:

- The Board of Zoning Adjustment serves as the appeals board concerning zoning decisions of planning and permitting staff.
- Hears requests for variances from Zoning Ordinance regulations in instances where strict enforcement of the ordinance would cause undue hardship due to circumstances unique to the individual property under consideration.

Variances:

- Shall not be issued for any use in a zone that is not permitted under the ordinance.
- May impose conditions to insure compliance and to protect adjacent property.

The Conway Board of Zoning Adjustment meets infrequently. In the past 5 years, the Board has met 9 times. This averages to 1.8 meetings per year. Due to the infrequent nature of these meetings, it would be beneficial to allow the Planning Commission to serve as the Board of Zoning Adjustment at its regular monthly meetings. Zoning variance requests could be placed on the agenda and reviewed by the Planning Commission along with other zoning related requests and amendments.

Planning Commissioners accumulate a depth of knowledge through monthly reviews of zoning issues that can be utilized in variance decisions. Annually, nominations and staffing of the Board of Zoning Adjustment is also problematic due to its irregular meetings and function. Likewise, it's easier for potential variance applicants to be assured of a regular meeting, time, and procedure by allowing the Planning Commission to serve as the Board of Zoning Adjustment.

The attached ordinance changes all references from Board of Zoning Adjustment to Planning Commission and amends notification requirements to match other Planning Commission requests.



**City of Conway, Arkansas**  
**Ordinance No. O-11-\_\_**

**AN ORDINANCE AMENDING THE CONWAY SUBDIVISION ORDINANCE O-00-03 TO ALLOW THE PLATTING OF LOTS WITH LESS THAN 100 FEET OF STREET FRONTAGE ALONG COLLECTOR, MINOR ARTERIALS, AND MAJOR ARTERIALS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**WHEREAS**, The City of Conway would like to amend the Conway Subdivision Ordinance to allow the platting of lots corresponding to applicable zones along collectors and arterials; and

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

**SECTION 1.** The Conway Subdivision Ordinance O-00-03, Section 5 Subdivision Design Standards, Table 2, Specific Design Standards, is hereby amended as follows:

- 6. Minimum Lot Width on Collector and Above - In order to reduce potential traffic conflict points caused by lots with less than 100 feet of street frontage with access to collectors, minor arterials, and major arterials, the Planning Commission and/or the Director of Planning may require the grouping or sharing of driveways. Driveway access easements will be shown on the plat/replat.**

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

**SECTION 3.** Emergency Clause That this ordinance is necessary for the protection, peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

**PASSED** this 22<sup>nd</sup> day of November, 2011.

**Approved:**

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

**Attest:**

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



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November 16, 2011

## MEMO

To: Mayor and City Council  
From: Bryan Patrick, Director of Planning and Development

### **Amending the Subdivision Ordinance to Allow the Platting of Lots with Less Than 100 Feet of Street Frontage**

Currently, the Subdivision Ordinance states:

Specific Street Standards:

5. Curb Cut/Traffic Conflicts - For subdivisions and replats that abut collectors, minor arterials, and major arterials, the lots shall be configured to allow curb cuts on those streets only as a final option for providing access.
6. Minimum Residential Lot Width on Collector and Above - Residential lots with access from collectors, minor arterials, and major arterials shall have no less than one hundred (100) feet of street frontage.

Standard 6 requiring 100 feet of street frontage was approved August 12, 2008 along with changes to sidewalk regulations. This regulation has made it difficult for property owners of smaller tracts of land abutting collector, minor, and major arterial streets to subdivide or replat their property. It also does not take into account commercial subdivisions as it only references residential subdivisions and replats.

Proposed change:

- 6. *Minimum Lot Width on Collector and Above - In order to reduce potential traffic conflict points caused by lots with less than 100 feet of street frontage with access to collectors, minor arterials, and major arterials, the Planning Commission and/or the Director of Planning may require the grouping or sharing of driveways. Driveway access easements will be shown on the plat/replat.***

This proposed change would allow the development of lots less than 100 feet in width. It also removes the word residential from requirement 6. This would require that all lots, both commercial and residential, be configured to minimize the number of curb cuts and potential traffic conflicts.

Commercial lots typically have street frontages greater than 100 feet. Commercial development review requires driveways to be spaced at a minimum of 100 feet apart. If due to lot configuration, this is not possible, shared access drives are required. Comparing residential to commercial traffic; single family and duplex residential properties generate 9.57 vehicle trips per unit. A 3500 square foot fast food restaurant with a drive through would generate around 1750 vehicle trips per day or over 100 times the amount of traffic generated by a typical residence. Two fast food restaurants with separate drives could be built beside each other on lots with 240 feet of street frontage generating 3500 vtd. Under current regulations four single-family homes could be built on this property generating 40 vtd. If 60 foot wide single family residential lots were allowed, 8 residences could be built, resulting in 80 vehicle trips per day.

The proposed change will allow the Planning Commission and Director of Planning to look at subdivisions and replats on a case by case basis and determine proper driveway spacing.



**City of Conway, Arkansas  
Ordinance No. O-11-\_\_**

**AN ORDINANCE AMENDING THE CONWAY ZONING ORDINANCE O-94-54 ESTABLISHING STANDARDS FOR MOBILE VENDORS INCLUDING MOBILE FOOD VENDORS:**

**WHEREAS**, it is desirable to establish standards for the regulation of mobile vendors and include these regulations in the Conway Zoning Ordinance;

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

**SECTION 1. Definitions:** The following words and phrases shall have the following meanings for the purposes of this ordinance and shall be added alphabetically to the Conway Zoning Ordinance, Article 301, Definitions, Section 301.2

**Mobile Vendor:** Any person or persons who operates or sells goods from a mobile cart, stationary cart, pedal cart, trailer, van, or similar chassis with or without an engine, or tent for a period of 15 days or greater per year. Mobile vendors who operate for 14 days or less per year shall not be regulated by this ordinance.

**Mobile Food Vendor** - Any person or persons who operates or sells food from a mobile cart, stationary cart, pedal cart, trailer, van, or similar chassis with or without an engine, or tent for a period of 15 days or greater per year. Mobile food vendors who operate for 14 days or less per year shall not be regulated by this ordinance.

**SECTION 2. Zoning Districts:** Mobile vendors and mobile food vendors shall be allowed as indicated in the following zoning districts. Addendum A to the Conway Zoning Ordinance O-94-54 shall be amended as follows:

Allowed Uses	R-1	R-2A	R-2	SR	MF-1	MF-2	MF-3	RMH	HR	C-1	C-2	C-3	C-4	O-1	O-2	O-3	I-1	RU-1	I-3	A-1	S-1	S-2
Mobile Vendor										X	X	X	X	C	C	C	C	C	C		C	C
Mobile Food Vendor										X	X	X	X	C	C	C	C	C	C		C	C

X = allowed by right C = conditional use permit

**SECTION 3. Mobile Vendor/Mobile Food Vendor Regulations:** The following text shall be added to the Conway Zoning Ordinance O-94-54 Article 601, Special Provisions, Section 6.01.28.

Mobile vendors and mobile food vendors shall be subject to the following regulations:

- A. Mobile vendors/mobile food vendors are permitted in the C-1, C-2, C-3, and C-4 zoning districts by right and O-1, O-2, O-3, I-1, RU-1, I-3, S-1, and S-2 districts with a conditional use permit.
- B. Mobile vendors/mobile food vendors shall not operate within City street rights of way, City parks, or other public properties without securing a franchise agreement from the City Council.
- C. Mobile vendors/mobile food vendors shall be located on private property.
- D. Mobile vendors/mobile food vendors must locate on a paved surface or approved parking area.
- E. Mobile vendors/mobile food vendors shall provide the city written permission from the property owner allowing operation of the mobile business for the duration of the time frame allowed by the permit.
- F. Mobile vendors/mobile food vendors shall obtain written permission from the property owner or property owner within 500 feet allowing the mobile vendor and their customers to access commercial

restroom facilities. Portable toilets may not be used to satisfy this requirement. Push carts or other similar equipment are exempt from this requirement.

- G. Mobile food vendors shall secure a health permit from the Arkansas State Health Department prior to operation.
- H. A permanent water or wastewater connection is prohibited.
- I. Electricity shall be from an electrical outlet via a portable cord that is in conformance with the City codes or a generator. All power supplies shall be protected from vehicular traffic.
- J. Mobile vendors/mobile food vendors shall possess any required City and State tax permits as required including the City of Conway prepared foods tax permit.
- K. Mobile vendors/mobile food vendors shall not operate a drive through service.
- L. Mobile vendors/mobile food vendors shall not locate in fire lanes, block the ingress/egress to the area, cause traffic hazards, block sidewalks, streets, alleys, or any other public place by causing people to congregate at or near the place where food or merchandise is being sold or offered for sale.
- M. All mobile food vendors shall provide garbage receptacles for customer use.
- N. During business hours and at the conclusion of business activities at a given location the mobile vendor shall clean the area around the mobile vending establishment of all trash, litter, and debris.
- O. The noise level of mechanical equipment or outside sound equipment used in association with a mobile establishment shall not be a nuisance.
- P. Any lighting must be inward, downward, and shrouded so that the light source is not directly visible.
- Q. Signage is limited to signs attached flat to the exterior of the mobile vending structure of equipment. Signage printed on umbrellas or similar may be utilized. "A" frame signs as defined in the Conway Sign Ordinance may also be utilized.
- R. Vending vehicles and/or equipment may not be larger than 180 s.f.
- S. Tents/Inflatable Structures may be used for temporary events or sales. A building permit must be obtained along with Fire Marshall approval for tents larger than 200 square feet in area.
- T. A recreational vehicle may not be used for commercial activity.
- U. Vehicle sales offices are not considered mobile vendors and may not operate from a mobile vending structure. This prohibition excludes special event "tent" sales lasting 15 days or less in any 12 month period.
- V. The sale of portable buildings must comply with the regulations of this section. Portable building sales must occur from a paved parking surface. Portable buildings may not be used as sales offices.
- W. Seasonal sales such as Christmas tree sales, flower sales, etc. must comply with the regulations of this section.

**SECTION 4. EXEMPTIONS.** The following activities, businesses, and/or persons, as such are commonly known, shall be exempt from mobile vendor/mobile food vendor regulations. However, this exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

- A. Newspaper couriers.
- B. Lemonade stands.
- C. Stands used to sell or distribute flowers, fruit, vegetables, produce, or plants grown on the property where the stand is located.
- D. Delivery or distribution of food, goods or products ordered or purchased by customers from a point of sale other than a mobile vendor/mobile food vendor.
- E. Delivery or distribution of food by or for any not-for-profit organization, governmental agency, or other charitable organization.
- F. Ice Cream Truck Vendors as defined and regulated in Ordinance O-07-85 and amending ordinance O-07-109. Ordinance O-07-85 regulates the sale of frozen desserts from truck or cart vendors within the street right of way vending from a location for 15 minutes or less.
- G. Catering trucks vending to businesses from one location for 30 minutes or less.
- H. Farmer's market sales.

**SECTION 5: Mobile Vendor Site Permit.** Mobile vendors/mobile food vendors utilizing a mobile structure where employees primarily work from within the structure and food or goods are prepared and/or dispensed through a window are required to obtain a mobile vendor site permit prior to moving the mobile structure onto a



parcel or lot. This permit is valid for 12 months and must be renewed annually. The fee shall be assessed as a "Temporary Structure" fee of \$250.

**SECTION 6: Special Event Mobile Vendor Site Permits.** The Mayor may grant special event mobile vendor site permits for events which are 15 or fewer days in length and which are community-wide events which bring benefits to the community as a whole. At the Mayor's discretion, no fees will be paid for these permits and the permits may be issued for mobile vendors which may be situated in the public right-of-way and/or which may not meet the Zoning Ordinance requirements for building setbacks. At the Mayor's discretion, a tent or awning, or in special circumstances, a building which exceeds the dimensional requirements of this ordinance, may be granted a special event mobile vendor site permit.

**SECTION 7: Parking.** In no instance, with the exception of special event vendor site permits as outlined above, may the mobile vendor/mobile food vendor reduce the number of available parking spaces below the minimum required for the primary business or other businesses on that same lot.

**PASSED** this 22<sup>nd</sup> day of November, 2011.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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



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November 17, 11

## MEMO

To: Mayor and City Council  
From: Bryan Patrick, Director of Planning and Development

### **Zoning Ordinance Amendment to Revise and Create Regulations Concerning Mobile Vendors and Mobile Food Vendors**

Currently, the Zoning Ordinance does not give clear direction on the regulation of mobile vendors and mobile food vendors. Ordinance O-00-22 has been used to regulate the activities of mobile vendors and mobile food vendors. Ordinance O-00-22 is an amended version of Ordinance O-97-30. This ordinance regulates construction, interim, and temporary buildings and has been applied to mobile food vendors although the ordinance only slightly relates to mobile businesses and related issues. Temporary and prefabricated buildings have been addressed in another zoning ordinance amending ordinance. Other regulations concerning mobile vendors have been interpolated from various sources in the Zoning Ordinance. This ordinance has been created to consolidate administrative procedures and clearly regulate mobile vendors/mobile food vendors.

#### **Synopsis:**

Section 1 creates definitions for mobile vendor and mobile food vendor. By these definitions, a mobile vendor operating for 14 days or less in a 12 month period will not be subject to these regulations.

Section 2 adds mobile vendor and mobile food vendor to the zoning district matrix. As proposed, vendors are allowed to operate by right in commercial zones and by conditional use permit in office, industrial, restricted use, and institutional zones.

Section 3 creates specific regulations unique to mobile vendors and mobile food vendors. These regulations include provisions for location, restroom facilities, utility connections, permits, noise, lighting, signage, size, and cleanliness. Two specific, often requested, sales activities are directly specified; vehicle sales, and portable building sales.

Section 4 specifies exemptions excluded from these regulations including; newspaper couriers, lemonade stands, on site agricultural sales, food deliveries, ice cream trucks, catering trucks, and farmer's markets.

Section 5 creates a site permit for vendors that will operate from a specific location for an extended period of time. A 12 month site permit will be issued and must be renewed annually.

Section 6 defines and excludes special event vendors.

Section 7 insures that a site's parking is not compromised.



**City of Conway, Arkansas  
Ordinance No. O-11-\_\_**

**AN ORDINANCE REPEALING O-00-22 STANDARDS FOR INTERIM, CONSTRUCTION, AND TEMPORARY BUILDINGS; AMENDING THE CONWAY ZONING ORDINANCE O-94-54 TO INCLUDE AND AMEND STANDARDS FOR ACCESSORY AND PREFABRICATED BUILDINGS, PARTICULARLY, INTERIM, CONSTRUCTION, AND TEMPORARY BUILDINGS:**

**WHEREAS**, it is desirable to establish appropriate standards for accessory, temporary and prefabricated buildings and their use, and

**WHEREAS**, it is desirable to clarify existing standards for accessory, interim, construction, and temporary buildings;

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

**SECTION 1. Definitions:** The following definitions shall be added or revised alphabetically to the Conway Zoning Ordinance, Article 301, Definitions, Section 301.2

**Accessory:** A use that is subordinate to and incidental to the primary use on the same lot.

**Accessory Building:** A non-attached building or structure which is used in a subordinate and/or incidental manner to that of the main building on the same lot. If an accessory building is attached to the main building by a common wall or roof, it shall be considered part of the main building.

**Building, Accessory:** A non-attached building or structure which is used in a subordinate and/or incidental manner to that of the main building on the same lot. If an accessory building is attached to the main building by a common wall or roof, it shall be considered part of the main building.

**Construction Building:** A prefabricated building transported to a construction site to serve as the office and/or storage building on a construction site in support of the construction of a permanent commercial building.

**Interim Building:** A prefabricated building transported to a construction site in order to serve the same purpose as a permanent commercial building for which a building permit has been issued. Examples include, but are not limited to, a temporary bank, condominium sales office, or other similar commercial use.

**Prefabricated Building:** A building designed, constructed and assembled in a factory or other manufacturing site to be transported to a location where the building is to be located.

**Temporary Building:** A prefabricated building, other than a construction building or interim building, allowed for an approved designated time period. Examples include, but are not limited to, portable classrooms, modular offices, and other commercial uses. The temporary building must be an accessory use. The temporary building may not serve as the primary structure.

**Special Event Temporary Building:** A temporary building used for events which are fourteen 14 or fewer days in length and which are community-wide events which bring benefits to the community as a whole. Special Event Temporary Buildings include, but are not limited to, temporary buildings, tents, and inflatable structures.

**SECTION 2. Article 601, Special Provisions, Section 601.2 Accessory Buildings: General, Location, Maximum Rear Yard Coverage shall be replaced and amended as follows:**

## Section 601.2 - Accessory Buildings, Construction Buildings, Interim Buildings, Temporary Buildings, and Prefabricated Buildings

- A. ACCESSORY BUILDING REQUIREMENTS.** Accessory buildings shall be governed by the following provisions:
- 1. Detached.** Accessory buildings must be detached from the main structure or such accessory building shall be considered as an addition to the main or principle building.
  - 2. Setbacks.**
    - a. Accessory buildings shall be no closer than 5 feet to any interior lot line.
    - b. Accessory buildings shall be located behind the rear of the main structure or no closer than 60 feet from the front property line.
    - c. Accessory buildings located on a corner lot shall be no closer than 60 feet to one of the two front lot lines. The setback from the other front lot line shall not be closer than the established front setback of the main structure.
    - d. Accessory buildings shall be no closer than 10 feet to the principle building unless attached to and considered part of the principle structure. Attachment to the principle building shall be by means of the structural attachment of abutting walls or by a roofed structure with a minimum 4 foot width.
    - e. Accessory buildings shall be no closer than 10 feet from other accessory buildings on the lot unless the accessory buildings are attached by means of the structural attachment of abutting walls or by a roofed structure with a minimum 4 foot width.
    - f. Accessory buildings shall not be located in any easement unless written approval is provided by the authority holding rights to the easement.
  - 3. Height.** Accessory buildings shall not exceed the maximum height as allowed for the related main building in that zone.
  - 4. Area Limitations.**
    - a. Total area of commercial accessory building(s) shall not be larger than 160 square feet.
    - b. Total area of residential accessory building(s) shall not be larger than 50% of the covered roof area of the main building.
    - c. Residential accessory structures located on lots of one acre or greater may have a total accessory building area of 75% of the covered roof area of the main structure.
    - d. There is no limit on accessory building total area on lots of five acres or more located in A-1 zoning districts.
  - 5. Building Permit Requirement.** A building permit is required for all accessory buildings, except residential accessory buildings 50 square feet or less in area.
  - 6. Building Code Requirements.**
    - a. Footing and Foundation Requirements.** Accessory buildings larger than 160 square feet, are required to be anchored to footings and foundations in accordance with the adopted building codes.
    - b. Structural Framing Requirements.**
      - i. Wood frame accessory buildings shall be constructed to meet the prescriptive framing and sheathing requirements of the adopted building codes.
      - ii. Metal frame accessory buildings require the submittal of engineered drawings and engineered documentation to confirm the design of the accessory building meets the minimum design loads required by the adopted building codes.

iii. Prefabricated accessory buildings shall have:

1. the framing members exposed for inspection to verify compliance with the adopted building codes, or,
2. Engineering drawings and documentation shall be provided to confirm the design and construction of the structural framing in a prefabricated accessory building meets the minimum design loads required by the adopted building codes.

**c. Electrical, Mechanical and Plumbing Requirements**

- i. Electrical, mechanical and plumbing permits and inspections are required for such work when installed in accessory buildings.
- ii. Electrical, mechanical and plumbing work done in prefabricated structures that cannot be visually inspected by the city inspector requires engineering drawings and documentation to confirm the design and installation of the electrical, mechanical and plumbing systems meets the requirements of the adopted electrical, mechanical and plumbing codes.

**B. Construction, Interim and Temporary Building Requirements.** Construction, Interim and Temporary buildings shall be governed by the following provisions:

**1. Prohibited Uses**

- a. In no case shall a Construction, Interim, or Temporary building be used as the primary place of business or for habitation.

**2. Building Permits**

- a. **Construction Building.** Construction buildings are not required to obtain building permits.
- b. **Interim Building.** Interim buildings are required to obtain interim building permits prior to moving the building onto a parcel. The procedures and fees for obtaining interim building permits will be the same as those for obtaining a building permit except as noted in this ordinance. The interim building permit will only be issued after the issuance of the building permit for the building that is to replace the interim building. The interim building may be permitted for up to 24 months. The interim building permit will state the date the interim building is to depart the parcel or lot. The interim building is to leave the site no later than the end of the day noted on the permit. A variance may be issued to allow an interim building to remain up to an additional 12 months provided there are unusual circumstances that justify the extension of the interim building permit. This variance will be issued by the Director of Planning and Development per variance procedure guidelines as specified in Article 1101. Development Review. Section 1101.9. Exceptions.
- c. **Temporary Building.** Temporary buildings are required to obtain a building permit prior to moving the building onto a parcel. The procedures and fees for obtaining temporary building permits will be the same as those for obtaining a building permit except as noted in this ordinance. The temporary building may be permitted for up to 24 months. The temporary building permit will state the date the temporary building is to depart the parcel or lot. The temporary building is to leave the site no later than the end of the day noted on the permit. A variance may be issued to allow a temporary building to remain up to an additional 12 months provided there are unusual circumstances that justify the extension of the temporary building permit. This variance will be issued by the Director of Planning and Development per variance procedure guidelines as specified in Article 1101. Development Review. Section 1101.9. Exceptions.
- d. **Special Event Temporary Buildings.** The Mayor may grant approval for special event temporary building for events which are fourteen 14 or fewer days in length and which are community-wide events which bring benefits to the community as a whole. At the Mayor's discretion, no fees will be paid for those permits and the permits may be issued for

temporary buildings which may be situated in the public right-of-way and/or which may not meet the Zoning Ordinance requirements for building setbacks. At the Mayor's discretion, a tent or awning, or in special circumstances, a building which exceeds the dimensional requirements of this ordinance may be granted a special event temporary building permit. Approval of the Fire Marshall is required for tents larger than 200 square feet in area.

3. **Building/Construction Code Requirements. (building, electrical, mechanical and plumbing)**
  - a. Construction Buildings - Construction buildings may be transported onto a parcel or lot without the requirement for verification of building/construction code compliance, but may be subject to code inspection upon placement of the building.
  - b. Interim and Temporary Buildings- Engineering drawings and documentation shall be provided to confirm the design and construction of interim buildings meet the minimum requirements of all building/construction codes. Certification shall be provided by an approved third party attesting to compliance of the building with the adopted building/construction codes.
  - c. Special Event Temporary Buildings – Special Event Temporary Buildings may be transported onto a parcel or lot without the requirement for verification of building/construction code compliance, but may be subject to code inspection upon placement of the building.
  - d. Anchorage Requirements for Wind Loads
    - i. Construction buildings do not require anchorage to a permanent foundation but must have tie downs sufficient to resist design wind loads as established by the building code.
    - ii. Interim buildings must be installed with anchorage adequate to resist the design wind loads as established by the building code.
    - iii. Temporary buildings in place for seven (7) days or less are not required to have foundations or tie downs to resist wind loads.
    - iv. Temporary buildings in place for longer than seven (7) days must be installed with anchorage adequate to resist the design wind loads as established by the building code.
  - e. Electrical Code Requirements. All power supplies to interim, construction, temporary and prefabricated buildings shall be protected from vehicular traffic. All construction, interim, temporary and prefabricated buildings must meet all requirements of the electrical code adopted by the City of Conway except as stated herein:
    - i. Construction buildings may be served from a temporary power pole.
    - ii. Interim buildings must be served by permanent power.
    - iii. Temporary buildings in place for six (6) months or less may be served from a temporary power pole.
    - iv. Temporary buildings in place for longer than six (6) months must be served by permanent power.
4. **Parking.** In no instance, except for special event temporary building permits, may the movement of an interim, construction, or temporary building onto a parking lot reduce the number of available parking spaces below the minimum required for that building and for other buildings upon that same lot that are complete and ready for occupancy.
5. **Building Moving Permit.** Building moving permits are not required for prefabricated buildings including construction, interim, and temporary buildings.
6. **Health Department Requirements.** All construction, interim and temporary buildings are required to meet all requirements of the State Health Department.

**SECTION 3:** That Ordinance No. O-00-22 is hereby repealed in its entirety and any and all other ordinances in conflict herewith are repealed to the extent of the conflict.

**PASSED** this 22<sup>nd</sup> day of November, 2011.

**Approved:**

---

**Mayor Tab Townsell**

**Attest**

---

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



CITY OF CONWAY  
Planning and Development

1201 Oak Street  
Conway, AR 72032

T 501.450.6105  
F 501.450.6144

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

November 17, 11

## MEMO

To: Mayor and City Council  
From: Bryan Patrick, Director of Planning and Development

### **Zoning Ordinance Amendment to Revise and Create Regulations Concerning Accessory and Prefabricated Buildings and Their Use**

Section 601.2 of the Zoning Ordinance along with a Ordinance O-00-22 have set regulations concerning accessory, prefabricated, and portable buildings. Along with temporary buildings, Ordinance O-00-22 has also been used to address mobile vendors and mobile food vendors. The portion of Ordinance O-00-22 that addresses mobile vendors has been removed from temporary building regulations and made part of a proposed Mobile Vendor/Mobile Food Vendor ordinance also being presented to the City Council.. Existing regulations need clarification, simplification, and consolidation. The attached ordinance repeals ordinance O-00-22 and replaces Section 601.2 of the Zoning Ordinance.

#### **Synopsis:**

Section 1 creates and clarifies definitions concerning accessory and prefabricated buildings. Ordinance O-00-22 created classifications for construction, interim, and temporary buildings. These building types have been retained and further clarified. Other definitions have also been retained but clarified as needed. The definition for prefabricated building has been added.

Section 2 clarifies existing regulations concerning setbacks, heights, lot coverage, building codes, and permits. These proposed regulations come from existing requirements, their interpretation, and administrative procedures created over the last decade. Lot coverages for accessory buildings on large lots and agricultural zoning have been increased. Another change from existing regulation concerns the time frames that interim and temporary buildings are allowed. Previously, interim buildings were allowed for up to 2 years through Mayor and Council approvals. Likewise, temporary buildings were allowed up to 11 months. New procedures would allow these buildings for an initial 2 year period with an additional 1 year period granted by the Director of Planning with Council notification/approval.





**City of Conway, Arkansas  
Ordinance No. O-11-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING REVENUE FUNDS TO THE CONWAY SANITATION  
DEPARTMENT, AND FOR OTHER PURPOSES:**

**WHEREAS**, the Conway Sanitation Department has received insurance proceeds totaling \$1,068 for the repair of a Skid Steer involved in a fire and the repair of the awning on the Booth hit by a customer truck; and

**WHEREAS**, funds in the amount of \$718 were received from Municipal Vehicle program to repair a Skid Steer;

**WHEREAS**, funds in the amount of \$350 were received from Farmer Mid-Century Insurance Company to repair awning on the Booth;

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

**SECTION 1.** The City of Conway shall appropriate \$1,068 from the Sanitation Enterprise Fund Insurance Proceeds account (510.510.4360) into the following expenditure accounts; \$718 into the Equipment Repairs account (510.510.5440) and \$350 into the Building Maintenance account (510.510.5410).

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

**PASSED** this 22<sup>nd</sup> of November, 2011.

**Approved:**

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

**Attest:**

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



City of Conway, Arkansas  
Ordinance No. O-11-\_\_

**AN ORDINANCE TO REPEAL ORDINANCE NO. O-11-20 & ESTABLISH NEW FEES TO BE ASSESSED FOR THE RENTAL OF THE CONWAY EXPO CENTER; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Conway Expo Center fee rate was established with consideration between profit groups and non-profit groups; and

**WHEREAS**, it is important for fees to be established that are consistent for both the Conway Expo Center and the Fairgrounds Pavilion Building.

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

**SECTION 1:** Assess the following rental fees for the Conway Expo Center and Fairgrounds:

1. Expo Center Building Rental
  - \$ 1,000 per day for profit groups on event day / sale day
  - \$ 500 per day for profit groups on set-up / breakdown days
  - \$ 500 per day for non-profit groups on event day / sale day
  - (must provide 501-C3 certification, or other nonprofit documentation-Must be a nonprofit as describe by the IRS code)**
  - \$ 250 per day for non-profit groups on set-up / breakdown days
  
- Table/Chair/**Bleacher** Rental
  - \$ 6 per table per event
  - \$ 2 per chair per event
  - \$ 25 per bleacher per event**
  - (Events must use city tables, chairs and bleachers if needed)**
  
2. Pavilion Building Rental
  - \$ 500 per day **for profit groups** on event day / sale day
  - \$ 250 per day **for profit groups** on set-up / breakdown days
  - \$ 250 per day for non-profit groups on event day / sale day**
  - \$ 125 per day for non-profit groups on set-up / breakdown days**
  
- Cage, Pen, Stall, Coup Rental
  - \$ 5 per item per event
  
3. Carnival Area Rental
  - \$ 250 per day on event day / sale day
  - \$ 125 per day on set-up / breakdown days
  
4. RV Site Rental-
  - \$ 25 per day per site (includes power and water hookups)
  
5. Security / Cleaning Deposit
  - \$500 - \$1,500 per event required for all facilities
  - The security deposit amount varies based on the type of use. Security and cleaning deposits are 100% refundable proved the conditions are met per Section 7 (H) of the License Agreement.
  
6. Facility Use Fee
  - \$ 30 per hour

The Parks Department will provide access to the facilities for event set-up and break-down between the hours of 8:00am – 4:00pm Sunday thru Saturday. A \$30 per hour charge will be assessed for any additional hours used before 8:00am and / or after 4:00pm. On event / sale days a \$30 per hour charge will be assessed on any hours that the facilities are open in excess of 8 hours

**SECTION 2:** This ordinance is necessary for the protection of the public peace, health and safety, and emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage and approval.

**SECTION 3:** All ordinances in conflict herewith are repealed to the extent of the conflict.

**PASSED** this 22<sup>nd</sup> day of November, 2011.

**Approved:**

---

**Mayor Tab Townsell**

**Attest:**

---

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



**City of Conway, Arkansas**  
**Ordinance No. O-11-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING A CHANGE IN STAFFING LEVELS FOR THE PARKS & RECREATION DEPARTMENT;  
 AND FOR OTHER PURPOSES:**

**WHEREAS**, the Parks & Recreation Department is currently authorized thirty-two (32) positions and is requesting the following reclassifications and eliminations which will result in a decrease to twenty-eight authorized positions.

**WHEREAS**, the Parks & Recreation Department would benefit by the reorganization of the department, including elimination, reallocating duties and thus reclassifying; and

**WHEREAS**, the financial impact of this change will reduce the cost of salary and benefits by approximately one hundred seventy thousand six hundred ninety seven (\$170,697) dollars; and

**WHEREAS**, this change will enable the department to reduce staffing levels and continue to provide services at their current level;

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

**SECTION 1.** The authorized positions in the City of Conway Parks & Recreation Department are changed to reflect the following position reclassifications:

- Eliminate one (1) McGee Center Director Grade 21
- Eliminate one (1) Program Coordinator Grade 21
- Eliminate two (2) Facility Monitor Grade 01
- Reclassify one (1) Program Director Grade 46 to an Assistant Parks Director Grade 46
- Reclassify the Programs / Marketing Manager from Grade 70 to Grade 36
- Reclassify one (1) Lake Beaverfork Caretaker Grade 36 to a Beaverfork/Programs Manager Grade 70 (new position)
- Reclassify one (1) Complex Manager Grade 05 to a Complex Manager II Grade 21 (new position)
- Reclassify one (1) Complex Manager Grade 05 to a Grounds Supervisor I Grade 26
- Reclassify one (1) Facility Monitor Grade 01 to a Monitor Supervisor Grade 03
- Reclassify one (1) Grounds Keeper Grade 01 to a Grounds Supervisor I Grade 26

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

**PASSED** this 22<sup>nd</sup> day of November 2011.

**Approved:**

**Attest:**

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

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



Steve Ibbotson  
Director

10 Lower Ridge Road  
Conway, Arkansas 72032  
(501) 328-4173 Fax (501) 450-6189  
[www.conwayparks.com](http://www.conwayparks.com)

November 14, 2011

Mayor Tab Townsell and Conway City Council  
1201 Oak Street  
Conway AR 72032

Re: Consideration to approve the proposed reorganization of the Conway Parks and Recreation Department

Mayor:

The departure of our Programs Director and Programs/Marketing Manager has been both a hardship and an opportunity for our department. It is always difficult when you lose tenured employees, but with the timing of the departures it has given us an opportunity for reorganization within the department without disrupting the services we provide for our citizens. We have a very dedicated group of employees that are willing to step up and make the necessary changes to assist the city with cutting cost and maintaining services.

With the reorganization of the department we will be requesting to reduce the number of full time employees from thirty two (32) to twenty eight (28) and make effective use of part time and seasonal employees. Reducing the number of full time employees will require a consolidation of responsibilities. With the purposed changes it is important to be mindful that we have reduced employee staffing levels to a point that we are confident that we can continue to deliver services at our present level, but will eventually need to add staff as the need to expand services presents itself.

With the reorganization our department will be able to reduce the cost of salary and benefits by approximately one hundred seventy thousand six hundred ninety seven (\$170,697) dollars.

I appreciate the time you have spent with me discussing the reorganization and respectfully request the opportunity to meet the recommendation of the Citizen Task Force and the Council's recommendation to review staffing levels.

Sincerely,

Steve Ibbotson

SDI: rfc

Attachment

Proposed Conway Parks Department Reorganization

<u>Job Title</u>	<u>Positions</u>	<u>Annual 2011 Budgeted Salary</u>	<u>Annual Benefits</u>	<u>Total Employee Cost</u>	<u>Job Title</u>	<u>Positions</u>	<u>Proposed Annual Salary</u>	<u>Annual Benefits</u>	<u>Total Employee Cost</u>
Parks Director	1	\$ 62,736	\$ 17,343	\$ 80,079	Parks Director	1	\$ 62,736	\$ 17,343	\$ 80,079
Program Director	1	\$ 53,936	\$ 15,807	\$ 69,743	Assistant Parks Director	1	\$ 51,283	\$ 15,344	\$ 66,627
Parks Development Manager	1	\$ 48,249	\$ 14,815	\$ 63,064	Parks Development Manager	1	\$ 48,249	\$ 14,815	\$ 63,064
Programs & Mktg. Manager	1	\$ 42,037	\$ 13,731	\$ 55,768	Beaverfork / Programs Manager	1	\$ 40,492	\$ 13,461	\$ 53,953
Administrative Assistant II	1	\$ 39,382	\$ 13,268	\$ 52,650	Administrative Assistant II	1	\$ 39,382	\$ 13,268	\$ 52,650
Lake Beaverfork Caretaker	1	\$ 38,996	\$ 13,200	\$ 52,196	Programs / Mktg. Manager	1	\$ 35,908	\$ 12,661	\$ 48,569
McGee / Expo Director	1	\$ 37,274	\$ 12,900	\$ 50,174	Facility Manager	1	\$ 35,908	\$ 12,661	\$ 48,569
Facility Manager	1	\$ 35,908	\$ 12,661	\$ 48,569	Grounds Foreman	1	\$ 32,753	\$ 12,111	\$ 44,864
Grounds Foreman	1	\$ 32,753	\$ 12,111	\$ 44,864	Complex Manager II	1	\$ 30,115	\$ 11,650	\$ 41,766
Program Coordinator	1	\$ 30,115	\$ 11,650	\$ 41,765	Special Services Supervisor	1	\$ 29,344	\$ 11,516	\$ 40,860
Special Services Supervisor	1	\$ 29,344	\$ 11,516	\$ 40,860	Complex Manager	1	\$ 26,641	\$ 11,044	\$ 37,685
Secretary	1	\$ 23,166	\$ 10,438	\$ 33,604	Secretary	1	\$ 23,166	\$ 10,438	\$ 33,604
Complex Manager	3	\$ 79,923	\$ 33,133	\$ 113,056	Grounds Supervisor II	2	\$ 50,193	\$ 21,549	\$ 71,743
Grounds Supervisor II	2	\$ 47,297	\$ 21,044	\$ 68,341	Monitor Supervisor	3	\$ 75,290	\$ 32,324	\$ 107,614
Monitor Supervisor	2	\$ 52,124	\$ 21,886	\$ 74,010	Grounds Supervisor I	4	\$ 86,488	\$ 40,674	\$ 127,162
Grounds Supervisor I	2	\$ 49,421	\$ 21,415	\$ 70,836	GroundsKeeper	7	\$ 137,838	\$ 62,425	\$ 200,263
Facilities Monitor	3	\$ 61,390	\$ 29,899	\$ 91,289		28	\$ 805,785	\$ 313,285	\$ 1,119,071
GroundsKeeper	8	\$ 159,845	\$ 79,056	\$ 238,901					
	32	\$ 923,896	\$ 365,873	\$ 1,289,768					
Decrease in Positions	4								
Base Savings	\$ 118,110								
Benefit Savings	\$ 52,587								
<b>Total Savings to the City</b>	<b>\$ 170,697</b>								
<i>Note- Annual Benefits were calculated with maximum benefits being used</i>									



City of Conway, Arkansas  
Monthly Financial Reports  
October 31, 2011

City of Conway  
 Monthly Financial Report - General Fund  
 For the month ended October 31, 2011



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>Budget</u> <u>Available</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Ad Valorem Tax	2,347,502	351,947	1,115,504		1,231,998	48%
Payments in Lieu of Tax	151,000	271,060	390,854		(239,854)	259%
State Tax Turnback	1,478,000	59,277	1,340,557		137,443	91%
Sales Tax	15,387,000	1,331,954	12,555,744		2,831,256	82%
Beverage Tax	96,000	25,158	111,928		(15,928)	117%
Franchise Fees	2,813,000	205,704	2,201,655		611,345	78%
Airport Revenue	30,114	6,290	59,035		(28,921)	196%
Airport Fuel Sales .05 / GAL	7,500	885	7,620		(120)	102%
Permits	725,700	22,545	491,111		234,589	68%
ACIEA Revenues	2,000	(554)	(4,881)		6,881	-244%
Dog Tags & Fees	25,000	1,988	19,409		5,591	78%
Municipal Court Fines and Fees	799,751	72,501	620,577		179,174	78%
Law Enforcement	547,813	(20,834)	733,914		(186,101)	134%
Federal Grant Revenues	12,517	-	208,948		(196,431)	1669%
Insurance Proceeds	9,695	-	33,575		(23,880)	346%
Parks	584,000	20,221	394,237		189,763	68%
Interest Income	15,000	95	1,814		13,186	12%
Act 749 Public Safety	9,000	87	955		8,045	11%
Donations	27,664	1,257	6,977		20,687	25%
Act 833 Revenue	90,000	-	61,173		28,827	68%
Other Grant Revenues	57,991	-	-		57,991	0%
Miscellaneous Revenues	220,562	20,168	118,769		101,794	54%
Transfers from Other Funds	699,699	-	1,076,620		(376,921)	154%
Fund Balance Appropriation	1,058,510	-	-		1,058,510	0%
<b>Total Revenues</b>	<b>27,195,018</b>	<b>2,369,747</b>	<b>21,546,095</b>	<b>-</b>	<b>5,648,923</b>	<b>79%</b>
<b>Expenditures</b>						
Admin (Mayor, HR, Safety)	485,526	54,140	351,898	-	133,628	72%
Finance	441,230	30,663	374,246	-	66,984	85%
City Clerk/Treasurer	194,710	13,469	146,374	-	48,336	75%
City Council	88,273	6,997	69,542	-	18,731	79%
Permits and Planning	723,151	56,688	597,846	292	125,013	83%
Physical Plant	436,304	29,196	338,754	1,313	96,237	78%
Fleet Maintenance	247,022	12,908	178,227	2,985	65,810	72%
Information Technology	617,883	100,345	464,279	14,936	138,668	75%
Airport	27,500	3,220	32,788	-	(5,288)	119%
Nondepartmental	1,198,150	33,183	541,000	568	656,582	45%
Police	10,584,473	707,910	8,891,511	54,555	1,638,407	84%
Animal Welfare	330,323	26,344	268,378	4,519	57,426	81%
Municipal District Court	825,778	62,508	670,805	-	154,973	81%
City Attorney	269,877	19,485	210,999	196	58,682	78%
Fire	8,001,426	632,935	6,578,466	97,724	1,325,236	82%
Parks	2,551,247	201,071	1,933,132	33,483	584,632	76%
<b>Total Expenditures</b>	<b>27,022,873</b>	<b>1,991,063</b>	<b>21,648,246</b>	<b>210,572</b>	<b>5,164,056</b>	<b>80%</b>
<b>Net Revenue/(Expense)</b>	<b>172,145</b>		<b>(102,150)</b>			

\*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Only 48% of Ad Val taxes received as of 10/31/11. Majority of remaining will come in November and December.
- 3) Payments in Lieu of Tax figure is overstated because \$346,725 is due to Faulkner County. Paid to County on 11-9-11.



City of Conway  
 Balance Sheet - General Fund  
 For the month ended October 31, 2011



Cash - Operating	423,257
Taxes Receivable	2,678,459
Accounts Receivable	3,077,171
Due from Other Funds	(10,077)
Due from Street	120,719
Due from Component Unit	140,000
Due from Municipal Court	(63,790)
Fleet Inventory	14,261
Fuel Inventory	13,106
General Inventory	20,324
<b><i>Assets</i></b>	<b><u>6,413,432</u></b>
Trade Accounts Payable	(447,563)
Salaries Payable	401,192
Federal Tax Payable	54,304
State Tax Payable	24,479
FICA Tax Payable	36,844
Medicare Tax Payable	14,416
Group Insurance Payable	(4,105)
LOPFI Payable	577,943
Nonuniform Pension Payable	46,477
Misc. Deductions Payable	18,965
Due to Other Funds	502,378
Accrued Interest Payable	(10,709)
Deferred Revenue	2,439,169
<b><i>Liabilities</i></b>	<b><u>3,653,791</u></b>
<b><i>Fund Balance</i></b>	<b><u>2,759,641</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>6,413,432</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Streets  
 For the month ended October 31, 2011



<b>Revenues</b>	<b>Budget</b>	<b>Month Activity</b>	<b>Year to Date</b>	<b>Encumbered</b>	<b>Budget Available</b>	<b>% Expend/Collect</b>
Ad Valorem Tax	1,175,000	44,616	571,392		603,608	49%
Sales Tax	225,000	20,558	193,790		31,210	86%
State Tax Turnback	2,660,000	208,004	1,901,845		758,155	71%
Payments in Lieu of Tax	10,000	-	-		10,000	0%
Sign Permits	1,000	240	240		760	24%
Engineering Fees	10,000	100	3,925		6,075	39%
Interest Income	50,000	123	3,843		46,157	8%
Transfers from Other Funds	450	-	-		450	0%
Insurance Proceeds	-	-	653		(653)	100%
Fund Balance Appropriation	393,587	-	-		393,587	0%
Miscellaneous Revenues	-	30	4,155		(4,155)	100%
<b>Total Revenues</b>	<b>4,525,037</b>	<b>273,672</b>	<b>2,679,843</b>	<b>-</b>	<b>1,845,194</b>	<b>59%</b>
<b>Expenditures</b>						
Personnel Costs	1,995,014	145,007	1,649,279	-	345,735	83%
Other Operating Costs	1,840,623	116,366	1,247,585	122,674	702,864	68%
Total Operating Costs	3,835,637	261,373	2,896,864	122,674	1,048,599	76%
Capital Outlay	689,400	80,292	333,679	33,587	322,134	48%
<b>Total Expenditures</b>	<b>4,525,037</b>	<b>341,665</b>	<b>3,230,543</b>	<b>156,261</b>	<b>1,370,732</b>	<b>71%</b>
<b>Net Revenue/(Expense)</b>	<b>-</b>		<b>(550,700)</b>			

\*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Only 49% of Ad Val taxes received as of 10/31/11. Majority of remaining will come in November and December.

City of Conway  
 Balance Sheet - Streets  
 For the month ended October 31, 2011



Cash - Operating	796,382
Certificates of Deposit	300,000
Accrued Interest Receivable	31
Taxes Receivable	41,341
Accounts Receivable	1,414,736
Due from Other Funds	489,735
<b><i>Assets</i></b>	<b><u>3,042,224</u></b>
Trade Accounts Payable	(86,627)
Salaries Payable	38,776
Federal Tax Payable	5,269
State Tax Payable	2,494
FICA Tax Payable	5,506
Medicare Tax Payable	1,535
Group Insurance Payable	(8,099)
Nonuniform Pension Payable	6,192
Misc. Deductions Payable	2,911
Due to Other Funds	8,560
Due to General	113,561
Deferred Revenue	1,264,754
<b><i>Liabilities</i></b>	<b><u>1,354,834</u></b>
<b><i>Fund Balance</i></b>	<b><u>1,687,390</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>3,042,224</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Sanitation  
 For the month ended October 31, 2011



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>Budget</u> <u>Available</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Sanitation Fees	6,195,000	657,533	5,801,379		393,621	94%
Proceeds - Recycled Materials	610,000	107,557	662,187		(52,187)	109%
Landfill Fees - E Waste	30,000	885	8,361		21,640	28%
Landfill Fees - Appliances	250,000	952	6,628		243,372	3%
Sanitation Surcharge	-	1,632	4,864		(4,864)	0%
Cart Revenues	-	-	100		(100)	0%
Miscellaneous Revenues	9,000	1,082	3,195		5,805	36%
Interest Income	43,200	4,462	43,350		(150)	100%
Transfers from Other Funds	286,000	-	651,338		(365,338)	228%
Insurance Proceeds	24,790	-	12,659		12,131	51%
Fund Balance Appropriation	68,835	-	-		68,835	0%
<b>Total Revenues</b>	<b>7,516,825</b>	<b>774,103</b>	<b>7,194,060</b>	<b>-</b>	<b>322,765</b>	<b>96%</b>
<b>Expenditures</b>						
Personnel Costs	3,368,628	226,482	2,628,828	-	739,800	78%
Other Operating Costs	2,661,466	219,105	1,876,890	157,508	627,067	71%
Interest Payments	54,987	-	54,987	-	-	100%
Total Operating Costs	6,085,081	445,587	4,560,705	157,508	1,366,868	75%
Capital Outlay	903,563	5,071	505,375	-	398,188	56%
Transfers to Other Funds	528,181	-	2,170,950	-	(1,642,769)	411%
<b>Total Expenditures</b>	<b>7,516,825</b>	<b>450,658</b>	<b>7,237,030</b>	<b>157,508</b>	<b>122,287</b>	<b>96%</b>
<b>Net Revenue/(Expense)</b>	<b>-</b>		<b>(42,970)</b>			

\*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  
 Balance Sheet - Sanitation  
 For the month ended October 31, 2011



Cash - Operating	1,808,971
Petty Cash	200
Post Closure Cash Account	3,277,677
Accrued Interest Receivable	2,906
Accounts Receivable	(735)
Due from Other Funds	17,183
Due from Component Unit	(3,816)
General Inventory	2,122
Land & Buildings	4,396,505
Accum. Depr. - Buildings	(1,412,500)
Infrastructure	691,618
Accum. Depr. - Infrastructure	(307,051)
Machinery and Equipment	9,914,857
Accum. Depr. - M&E	(3,210,836)
Construction in Progress	689,767
<b><i>Assets</i></b>	<b><u>15,866,868</u></b>
Trade Accounts Payable	(73,738)
Salaries Payable	231,423
Federal Tax Payable	7,625
State Tax Payable	3,615
FICA Tax Payable	9,113
Medicare Tax Payable	2,541
Group Insurance Payable	(16,878)
Nonuniform Pension Payable	10,033
Misc. Deductions Payable	3,944
Other Accrued Expenses	855,700
Due to Other Funds	135,320
Accrued Interest Payable	207,983
2010 Recycling Note - US Bank	1,575,781
Landfill Close/Post Close	4,386,590
<b><i>Liabilities</i></b>	<b><u>7,339,054</u></b>
<b><i>Net Assets</i></b>	<b><u>8,527,814</u></b>
<b><i>Total Liabilities and Net Assets</i></b>	<b><u>15,866,868</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Sanitation Replacement  
 For the month ended October 31, 2011



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>Budget</u> <u>Available</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Sanitation Surcharge	1,775,000	-	11,591		1,763,409	1%
Transfers from Other Funds	-	-	1,094,330		1,094,330	0%
<b>Total Revenues</b>	<b>1,775,000</b>	<b>-</b>	<b>1,105,920</b>	<b>-</b>	<b>669,080</b>	<b>62%</b>
<b>Expenditures</b>						
Capital Outlay- Sanitation	1,393,330	476,445	1,089,401	-	303,929	78%
Transfers to Other Funds	381,670	-	651,338	-	(269,668)	171%
<b>Total Expenditures</b>	<b>1,775,000</b>	<b>476,445</b>	<b>1,740,739</b>	<b>-</b>	<b>34,262</b>	<b>98%</b>
<b>Net Revenue/(Expense)</b>	<b>-</b>		<b>(634,818)</b>			

\*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  
Balance Sheet - Sanitation Replacement  
For the month ended October 31, 2011



Cash - Operating	379,963
Due from Other Funds	<u>(99,025)</u>
<b><i>Assets</i></b>	<b><u>280,938</u></b>
Due to Other Funds	<u>(271,059)</u>
<b><i>Liabilities</i></b>	<b><u>(271,059)</u></b>
<b><i>Net Assets</i></b>	<b>551,997</b>
<b><i>Total Liabilities and Net Assets</i></b>	<b><u>280,938</u></b>

\*All figures are unaudited

**CITY OF CONWAY  
STREET PROJECTS  
November 18, 2011**

**A. AVAILABLE FUNDS FOR MAINTENANCE & REHAB PROJECTS IN STREET FUND BUDGET:**

	\$ 650,000	Usual Street Fund Overlay Allowance
	\$ 200,000	Severance Tax (Alternative Transportation)
Total Funds	\$ 850,000	

**B. 2011 PROJECTS FUNDED AND NOT COMPLETED**

1 WASHINGTON Ave.	Donaghey to Fleming	Roundabout @ Fleming	\$ 100,000	2
2 DONAGHEY AVE.	Tyler to Prince	Reconstruct to 36' curbed	\$ 300,000	2&3
3 LOWER RIDGE @ U.S. 65	Realign Intersection & Connect to shopping center		\$ 125,000	2
4 MAIN STREET	Front to Harkrider with Street Scape Improvements (by city forces)		\$ 100,000	4

**C. NEEDED STREET RECONSTRUCTION PROJECTS:**

			CITY		Ward
			FORCES	CONTRACTOR EST. COST	
1 MUSEUM RD.	Oak to Halter	800' 36' curbed street	\$ 160,000	\$ 300,000	4
2 FRONT STREET	College to Deer		\$ 45,000	\$ 85,000	
3 WESTERN AVE.	Caldwell to Robinson	Right of Way now available	\$ 90,000	\$ 200,000	3
4 MIDDLE ROAD	Amity to Southland	2000' 36' curbed	\$ 300,000	\$ 550,000	4
5 MIDDLE ROAD	Southland to E. German	1800' - 36' curbed	\$ 275,000	\$ 500,000	4
6 BLANEY HILL ROAD	HWY 25 to Stone Rd.	3600'	\$ 540,000	\$ 900,000	2
7 STANLEY RUSS ROAD	Bill Bell Lane to S.Donaghey	6000' 36' curbed	\$ 900,000	\$ 1,500,000	4
9 MITCHELL STREET	Caldwell to Scott	Reconstruct to 27' curbed - 1,200'	\$ 90,000	\$ 200,000	4
10 GRIFFIN STREET	Bruce to McKay	630' 27' curbed	\$ 55,000	\$ 120,000	4
11 WESCON LANE	Westin Park to College	36' Curbed	\$ 180,000	\$ 500,000	3
12 WASHINGTON AVE	Fleming to Tyler	36' Curbed	\$ 175,000	\$ 350,000	
13 NUTTER CHAPEL ROAD	Catherine Place to Salem	36' Curbed - 1,800'	\$ 275,000	\$ 540,000	1
14 PIN OAK	Shady Ln.to Water Oak	Replace Concrete	\$ 80,000	\$ 175,000	3
15 SHADY L:ANE	Red Oak to End	Replace Concrete	\$ 40,000	\$ 85,000	3
16 RED OAK	Shady Ln. To Shady Ln. Loop	Replace Concrete	\$ 47,000	\$ 100,000	3
17 RED OAK	Shady Lane to Salem	Replace Concrete	\$ 66,000	\$ 130,000	3
18 SMOKING OAKS RD.	Salem to Morningside	Replace Concrete	\$ 126,000	\$ 260,000	3
19 JEFFERSON PLACE	Lexington	Replace Concrete	\$ 160,000	\$ 320,000	3
20 JEFFERSON PLACE	West Point	Replace Concrete	\$ 37,000	\$ 75,000	3
21 JEFFERSON PLACE	Brandywine	Replace Concrete	\$ 25,000	\$ 50,000	3
22 JEFFERSON PLACE	Bunker Hill	Replace Concrete	\$ 27,000	\$ 54,000	3
23 JEFFERSON PLACE	Yorktown	Replace Concrete	\$ 27,000	\$ 54,000	3
24 SANDSTONE	South of Tucker Creek	Replace Concrete	\$ 90,000	\$ 90,000	3
<b>SUBTOTAL STREET RECONSTRUCTION PROJECTS</b>			<b>\$ 3,810,000</b>	<b>\$ 7,138,000</b>	

**D. NEEDED STREET OVERLAYS & REPAIRS:**

				Ward
1 HOGAN LANE	Prince to Reedy (Pavement starting to fail)		\$ 150,000	1
2 HOGAN LANE	Raleigh to Prince		\$ 75,000	3
3 TYLER STREET	Country Club to Hogan		\$ 150,000	3
4 TYLER STREET	Hogan to Eve Ln.		\$ 100,000	3
5 REEDY ROAD	College to Norblett		\$ 65,000	1
6 COLLEGE AVE	Country Club to Hannah Dr		\$ 45,000	1
8 TJ	Gertrude to Oak Meadows	overlay	\$ 27,000	1
9 QUAIL RUN	add gravel, shape ditches & overlay		\$ 50,000	1
10 SHERMAN OAKS	South of Prince & East of Country Club		\$ 33,000	3
11 WESTERN AVE.	College to Bruce		\$ 27,300	1
12 HEATHER CR.	Rosewood Terrace		\$ 46,000	3
13 Sanders Dr.	Findley to Outback/ Tractor Supply Drive		\$ 8,000	2
14 Fendley Dr.	East Walmart Entrance to Sanders		\$ 15,000	2
15 RED OAK	Shady Ln. To Shady Ln. Loop	Patch Failed Conc, & Overlay	\$ 23,000	3
16 RED OAK	Shady Lane to Salem	Patch Failed Conc, & Overlay	\$ 32,000	3
17 SMOKING OAKS RD.	Salem to Morningside	Patch Failed Conc, & Overlay	\$ 65,000	3
18 JEFFERSON PLACE	Lexington	Patch Failed Conc, & Overlay	\$ 75,000	3
19 JEFFERSON PLACE	West Point	Patch Failed Conc, & Overlay	\$ 20,000	3
20 JEFFERSON PLACE	Brandywine	Patch Failed Conc, & Overlay	\$ 12,000	3
21 JEFFERSON PLACE	Bunker Hill	Patch Failed Conc, & Overlay	\$ 14,000	3
22 JEFFERSON PLACE	Yorktown	Patch Failed Conc, & Overlay	\$ 14,000	3
23 SANDSTONE	South of Tucker Creek	Patch Failed Conc, & Overlay	\$ 45,000	3
24 Dallas Lp	Royal Oaks / Koooked kreek		\$ 25,000	3
25 Benton Cv	Royal Oaks / Koooked kreek		\$ 5,000	3
26 Chicot Dr.	Royal Oaks / Koooked kreek		\$ 45,000	3
27 Drew Dr.	Royal Oaks / Koooked kreek		\$ 3,500	3
28 Baxter Dr.	Royal Oaks / Koooked kreek		\$ 36,000	3
29 Royal Dr.	Royal Oaks / Koooked kreek		\$ 34,000	3
30 Colombia Dr.	Royal Oaks / Koooked kreek		\$ 33,000	3
31 Dogwood Trail	Quail Creek Repair Street & Insta		\$ 52,000	3
32 Vineyard	Quail Creek	asphalt overlay	\$ 39,000	2
33 Chablis	Quail Creek	asphalt overlay	\$ 15,000	2
34 Marlsgate	Quail Creek	asphalt overlay	\$ 39,000	2
<b>TOTAL STREET OVERLAY</b>			<b>\$ 1,417,800</b>	



**CITY OF CONWAY  
STREET PROJECTS  
NOVEMBER 18, 2011**

**E Major Street Projects**

1 COLLEGE AVENUE Relocation to Elm Street	Locust to Harkrider	Funded by Pay as You Go	\$ 860,000	2011
2 PRINCE STREET Reconstruction	Western to Shady Ln.	Programed Sales Tax Project	\$ 4,000,000	2011-2012
3 WESTERN LOOP		Programed Sales Tax Project	\$ 13,419,000	2012 - 2013
4 COLLEGE AVENUE RECONSTRUCTION	Salem to Hubbard	Programed Sales Tax Project	\$ 1,200,000	2013
5 COLLEGE -COUNTRY CLUB ROUNDABOUT		Programed Sales Tax Project	\$ 300,000	2013
6 FARRIS ROAD - Bruce to Dave Ward		Programed Impact Fee Project	\$ 1,250,000	2011
7 McNUTT RD. - OLD MILITARY (Right of Way & Earthwork Only)		Programed Sales Tax Project	\$ 800,000	2011
8 McNUTT RD. - OLD MILITARY (Curbs, Drainage & Paving)		Programed Sales Tax Project	\$ 600,000	2012
9 OLD MILITARY RECONSTRUCTION	Donnell RDG. To New School	Programed Sales Tax Project	\$ 1,250,000	2012
10 NUTTER CHAPEL - Green at Nutter Chapel to Old Military		Programed Sales Tax Project	\$ 700,000	2012
<b>TOTAL MAJOR STREETS</b>			<b>\$ 24,379,000</b>	

**F FUNDS AVAILABLE FOR MAJOR STREET PROJECTS:**

(Funds not obligated by Contract)

	ESTIMATED STREET PROJECT ANNUAL REVENUE		CUMULATIVE	Funds needed	Cummulative	NET
	PAY AS YOU GO SALES TAX	IMPACT FEE	REVENUE	For Above	Funds	FUND
				Projects	Needed	BALANCE
End 2010	\$ 2,000,000	\$ 600,000	\$ 2,600,000			\$ 2,600,000
2011	\$ 2,100,000	\$ 1,000,000	\$ 5,700,000	\$ 2,560,000	\$ 2,560,000	\$ 3,140,000
2012	\$ 2,500,000	\$ 1,000,000	\$ 9,200,000	\$ 14,429,000	\$ 16,989,000	\$ (7,789,000) loan Required
2013	\$ 2,900,000	\$ 1,000,000	\$ 13,100,000	\$ 7,390,000	\$ 24,379,000	\$ (11,279,000) Max Loan
2014	\$ 2,900,000	\$ 1,000,000	\$ 17,000,000	\$ -	\$ 24,379,000	\$ (7,379,000)
2015	\$ 2,900,000	\$ 1,000,000	\$ 20,900,000		\$ 24,379,000	\$ (3,479,000)
2016	\$ 2,900,000	\$ 1,000,000	\$ 24,800,000		\$ 24,379,000	\$ 421,000
				\$ 24,379,000		

**F SIDEWALK PROJECTS**

\$16,000 in the in-lieu of sidewalk fund

Ward

Siebenmorgen Rd. (south side)	Nicole Place to Bob Courtway	\$ 35,000	2
Siebenmorge Rd (South Side)	Bob Courtway to Museum	\$ 25,000	2
Bob Courtway (East Side)	Siebenmorge to Bob Courtway School	\$ 25,000	2
Farris Road (East Side)	Collge to Prince	\$ 70,000	3
Padgett Rd	Sanson to Woodrow Cummins (1,800 ') No Easement	\$ 40,000	3
Padgett Rd	Sanson to Woodrow Cummins (1,800 ') Add Curb & Drain	\$ 108,000	3
Donaghey	Meadowlake to Tyler (2,800'+250' Wall)	\$ 95,000	2
Meadowlake	Donaghey to Salem (4,300')	\$ 110,000	2
South German (west side)	Dave Ward to Robins	\$ 90,000	4
<b>TOTAL SIDEWALKS</b>		<b>\$ 598,000</b>	

## DBCompensation™ SOFTWARE License and Support Agreement

This DBCompensation™ SOFTWARE License and Support Agreement, hereinafter referred to as AGREEMENT, is made and entered into as of the dates set forth below by and between DB Squared, LLC, an Arkansas Limited Liability Company, hereinafter referred to as DB SQUARED, and

**City of Conway, AR**

hereinafter referred to as LICENSEE.

### WITNESSETH:

WHEREAS, LICENSEE is desirous of licensing DBCompensation™ SOFTWARE from DB SQUARED and receiving support for the DBCompensation™ SOFTWARE and DB SQUARED is desirous of providing said licenses and support services to LICENSEE, pursuant to the terms and conditions more particularly described herein;

NOW THEREFORE, for and in consideration of the premises, the terms and conditions herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, DB SQUARED and LICENSEE hereby agree as follows:

1. **Rates, Amounts and Taxes Applicable to this AGREEMENT.** The rates and amounts listed in this section constitute an offer by DB Squared that shall be null and void if not accepted by LICENSEE by the OFFER EXPIRATION DATE. Rates and amounts shown here do not include applicable federal, state or local taxes or any other type of tax which might be applicable to this agreement. Applicable taxes will be added at the time of invoicing.

The EFFECTIVE DATE of this AGREEMENT shall be	<b>10-1-2011</b>
The EMPLOYEE COUNT RANGE on which this AGREEMENT is based is	<b>450 – 500</b>
The DBCompensation™ Software One-Time License Fee	<b>Paid</b>
The DBCompensation™ SOFTWARE Tech Support Fee for 10/2011-9/2012	<b>\$2,000</b>
The DBCompensation™ SOFTWARE Tech Support Fee for 10/2012-9/2013	<b>\$2,000</b>
This annual fee covers software upgrades released during agreement term.	
The TERM OF THE AGREEMENT shall be	<b>24 months</b>
The optional annual renewal fee after the term 24 months will be:	<b>\$2,000</b>
Training provided to LICENSEE at no additional cost shall be and be provided on site. This covers time and travel expenses.	<b>2 hours</b>
All applicable taxes shall be	<b>N/A</b>
The <b>optional</b> MARKET UPDATE FEE shall be and due upon completion of the market update	<b>\$3,000</b>
The JOHANSON GROUP CONSULTING FEE shall be and due upon invoice of services provided	<b>\$150/Hour</b>

## 2. Definitions

- 2.1 **"DBCompensation™ SOFTWARE"** means the object code version of the JOB EVALUATION AND SALARY ADMINISTRATION MODULE (Copyright © 2005 by DB Squared, LLC. All rights reserved), any UPDATES and UPGRADES thereto, and any related user guides, instructions, and reference materials provided to LICENSEE.
- 2.2 **"UPDATE"** means any subsequent minor modification of, or patch to, the DBCompensation™ SOFTWARE.
- 2.3 **"UPGRADE"** means any major new release of the DBCompensation™ SOFTWARE. The term UPGRADE does not include other MODULES.
- 2.4 **"MODULE"** means any software which constitutes a separate product offering by DB SQUARED.
- 2.5 **"DBCompensation™ METHODOLOGY"** means a methodology developed for the purpose of prescribing the process and structure for fairly and equitably determining job classification salary ranges and employee pay rates. The DBCompensation™ METHODOLOGY is proprietary to Johanson Consulting, Inc., d.b.a., Johanson Group, an affiliate of DB SQUARED.
- 2.6 **"LICENSEE"** means the legal entity which is a party to this AGREEMENT. It does not include subsidiaries of LICENSEE or other third parties. For the purposes of this AGREEMENT, the term "third party" means anyone other than LICENSEE.
- 2.7 **"EMPLOYEE COUNT RANGE"** means the number of employees on which this AGREEMENT is based. Fees for this AGREEMENT are based on the number of full-time employees within the employee count range.

## 3. Licenses

- 3.1 **DBCompensation™ SOFTWARE License.** DB SQUARED hereby grants LICENSEE a nonexclusive, nontransferable license to operate (but not to sublicense) the DBCompensation™ SOFTWARE on the computer platforms for which it was designed. Under this license, the DBCompensation™ SOFTWARE may be used with up to the number of employees specified in the EMPLOYEE COUNT in section 1 plus twenty percent.
- 3.2 **DBCompensation™ SOFTWARE License Termination.** DB SQUARED may terminate this DBCompensation™ SOFTWARE License if LICENSEE breaches this AGREEMENT. Upon termination of the license, LICENSEE shall cease using the DBCompensation™ SOFTWARE, and return to DB SQUARED or destroy all copies of the DBCompensation™ SOFTWARE, including copies in storage media, and any other DBCompensation™ confidential information, and provide DB SQUARED with written confirmation thereof. If this AGREEMENT is terminated for any reason prior to the end of the INITIAL TERM, the license will automatically terminate. Except as provided herein, if this AGREEMENT is terminated after the end of the INITIAL TERM, the license shall remain in force.
- 3.3 **Limitations on License.** LICENSEE may not: (a) disassemble, reverse engineer, decompile, modify, translate or create derivatives of the DBCompensation™ SOFTWARE; (b) operate the DBCompensation™ SOFTWARE in connection with any methodology other than the DBCompensation™ METHODOLOGY for which it was designed; or (c) permit any access to, or use of, the DBCompensation™ SOFTWARE by any third party. If LICENSEE violates provision (a) above, LICENSEE hereby quitclaims and assigns all intellectual property rights arising therefrom to DB SQUARED, and shall take all necessary steps to perfect DB SQUARED'S title therein. No rights are granted except as expressly set forth in this AGREEMENT, and no right or forbearance may be construed under any theory of implication, estoppel or otherwise.
- 3.4 **Ownership of DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY.** The DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY are owned by DB

SQUARED and/or its affiliates. This AGREEMENT does not confer any ownership of the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY to LICENSEE.

#### **4. Support and Training**

- 4.1 **Generally.** DB SQUARED will provide the following support for the DBCompensation™ SOFTWARE licensed hereunder, in accordance with DB SQUARED'S standard software support policies, as may be amended by DB SQUARED from time to time in its sole discretion: (a) DBCompensation™ SOFTWARE UPDATES AND UPGRADES; (b) telephone and/or e-mail consultation on use of the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY; and (c) assistance in error isolation and correction.
- 4.2 **LICENSEE Support Obligations.** LICENSEE agrees to install UPDATES in a timely manner. LICENSEE agrees that if it does not comply with the provisions of this paragraph, it does so at its own risk. LICENSEE agrees to test and verify any suspected error or defect in the DBCompensation™ SOFTWARE and to report such errors or defects to DB SQUARED in a timely manner. Upon request, LICENSEE agrees to provide DB SQUARED with reasonable assistance in reproducing such errors or defects.
- 4.3 **Limitations.** DB SQUARED'S support is limited to the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY, and does not cover hardware, operating systems, or third party software.
- 4.4 **Training.** DB SQUARED will provide training on the use of the DBCompensation™ SOFTWARE AND DBCompensation™ METHODOLOGY to LICENSEE as specified in section 1 of this AGREEMENT.
- 4.5 **Market Updates.** If LICENSEE has elected in section 1 to receive market updates, then 1) DB SQUARED agrees to provide market updates to LICENSEE once per year during the term of this AGREEMENT, and 2) LICENSEE agrees to provide salary data to DB SQUARED once per year during the term of this AGREEMENT. LICENSEE understands that said salary data will be included in a study which will be made available to clients of DB SQUARED and/or its affiliates and that LICENSEE is not entitled to remuneration for the use of said salary data. DB SQUARED agrees that it will make said salary data available only in a consolidated form using market averages and that it will not publish the details of any specific LICENSEE'S salary data. Salary data to be provided to DB SQUARED by LICENSEE shall include the following: job titles used by LICENSEE, salaries associated with employees having said job titles and points associated with said job titles. Salary data will not include employee names.
- 4.6 **UPDATES and UPGRADES.** LICENSEE shall be entitled to UPDATES and UPGRADES to the DBCompensation™ SOFTWARE only as long as 1) this AGREEMENT remains in force, 2) the LICENSEE has not been notified that they are in breach of this AGREEMENT, and 3) all fees which are due to DB SQUARED from LICENSEE have been paid.

#### **5. Fees and Timing of Payments**

- 5.1 **DBCompensation™ SOFTWARE License Fee.** The Software License Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is a one-time fee which is due and payable at the signing of this AGREEMENT. This fee is non-refundable.
- 5.2 **DBCompensation™ SOFTWARE Support Fee.** The Software Support Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is an annual fee, and it will be paid on the anniversary dates of this agreement.
- 5.3 **MARKET UPDATE FEE.** The MARKET UPDATE FEE is based on a flat dollar amount as specified in section 1 and is due and payable upon completion of the update. If no MARKET UPDATE FEE is charged to LICENSEE, then no market update service will be provided to LICENSEE under this AGREEMENT.

## 6. Term and Termination of AGREEMENT

- 6.1 **Term.** This AGREEMENT will take effect upon the date specified above and will remain in effect for a minimum amount of time referred to as the INITIAL TERM of the AGREEMENT, as specified in section 1 of this AGREEMENT, after which the AGREEMENT will remain in force on a month to month basis until such time as the AGREEMENT is terminated by either party.
- 6.2. **Termination.** Either LICENSEE or DB SQUARED may terminate this AGREEMENT upon completion of the INITIAL TERM by a thirty (30) day written notice to the other party. DB SQUARED may terminate this AGREEMENT at any time if LICENSEE breaches this AGREEMENT and fails to cure such breach within thirty (30) calendar days following notice of such breach.
- 6.3 **Survival of Obligations.** The following provisions will survive termination of this Agreement for any reason: (a) Sections 3.3, 4.3, 7.1, 7.2, 8.2, 8.3, 8.4 and 9 (all paragraphs); and (b) any provision that expressly indicates it will survive.

## 7. Confidentiality and Proprietary Notices

- 7.1 **Nondisclosure and Nonuse.** The DBCompensation™ SOFTWARE, the DBCompensation™ METHODOLOGY, and the details of the use, operation and performance thereof, are confidential to DB SQUARED and its affiliates. To the extent the analyses and outputs produced by the DBCompensation™ Software are or become subject to laws and regulations pertaining to privacy, consumer information, or otherwise, they may constitute confidential information of LICENSEE's salary administration program. LICENSEE may allow its employees and contractors ("personnel") access to confidential information provided that: (a) such access is limited to a "need to know" basis; (b) all such personnel are bound under confidentiality and non-use restrictions substantially similar to those contained herein; and (c) upon termination of any personnel, such personnel no longer retain access to any confidential information. LICENSEE may not use or disclose to any third party any confidential information associated with the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY except as permitted by this AGREEMENT or as authorized by the prior written consent of DB SQUARED.
- 7.2 **Proprietary Marks.** LICENSEE agrees not to alter, change, or remove from the DBCompensation™ SOFTWARE any proprietary mark of DB SQUARED or its affiliates, including, patent, copyright, trade secret, trademark, or other intellectual property right notices.

## 8. Warranty; Indemnification

- 8.1 **Warranties.** DB SQUARED warrants, during the term of this AGREEMENT, that: (a) the media on which the DBCompensation™ SOFTWARE is delivered, if any, is free from defects in workmanship and materials; and (b) the DBCompensation™ SOFTWARE licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation accompanying the DBCompensation™ SOFTWARE. LICENSEE'S sole remedy for breach of the warranties shall be, at DB SQUARED'S sole discretion: (i) replacement of the defective media; or (ii) modification of either the program code of the DBCompensation™ SOFTWARE or the associated documentation to bring them into compliance with each other.
- 8.2 **DISCLAIMER.** EXCEPT FOR THE PROVISIONS OF PARAGRAPH 8.1, NO REPRESENTATIONS OR WARRANTIES ARE MADE, OR MAY BE IMPLIED, WITH RESPECT TO THE SOFTWARE AND/OR ANY SERVICES PROVIDED HEREUNDER. DB SQUARED SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DB SQUARED, ITS DEVELOPERS AND AFFILIATES WILL NOT BE HELD LIABLE FOR ANY LIABILITY OR OUTCOME FROM LICENSEE'S USE OF THE DBCOMPENSATION™ SOFTWARE AS A MANAGEMENT SALARY ADMINISTRATION TOOL.

- 8.3. **HOLD HARMLESS.** LICENSEE SHALL HOLD DB SQUARED, ITS DEVELOPERS, AND AFFILIATES HARMLESS FROM ANY LOSS OR CLAIM RESULTING DIRECTLY FROM AND ATTRIBUTABLE TO LICENSEE'S USE OR POSSESSION OF THE DBCOMPENSATION SOFTWARE AND SHALL REIMBURSE DB SQUARED FOR THE LOSS CAUSED SOLELY BY LICENSEE'S USE OR POSSESSION OF THE DBCOMPENSATION SOFTWARE.
- 8.4. **LIMITATION ON LIABILITY.** EXCEPT FOR BREACHES OF SECTION 3.3, or 7.1, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OR DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. General Terms**
- 9.1. **Assignment.** Licensee may not assign any right or delegate any obligation under this AGREEMENT, or transfer this AGREEMENT, without prior written consent of DB SQUARED, and any such attempt shall be void.
- 9.2. **Waiver.** The failure of a party to enforce its rights with respect to a breach hereunder shall not constitute a waiver with respect to any other occurrence of breach. Except as otherwise specified, the rights and remedies of a party under this AGREEMENT are in addition to any other rights or remedies available at law or in equity
- 9.3. **Governing Law.** This AGREEMENT will be governed by the laws of the State of Arkansas, U.S.A., without regard to choice of law/conflict of law principles. Each party submits to the jurisdiction of the federal and state courts in Washington County, Arkansas, and agrees that any action brought in connection with this AGREEMENT shall be exclusively brought in such courts.
- 9.4. **Severability.** In the event that any provision of this AGREEMENT is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this AGREEMENT shall remain in full force and effect.
- 9.5. **Modifications.** Any modification of this AGREEMENT must be in writing and executed by an authorized representative of both parties.
- 9.6. **Construction.** The headers of this AGREEMENT are for convenience only. The verb "to include" (and all variations thereof) shall not be construed as a term of limitation, unless expressly indicated by the context in which it is used.
- 9.7. **Compliance with Applicable Laws.** LICENSEE shall at all times comply with all applicable laws and regulations in using the DBCompensation™ SOFTWARE, and shall defend and hold harmless DB SQUARED against any liability directly or indirectly resulting from LICENSEE's failure to comply with the foregoing.
- 9.8. **Notices.** LICENSEE shall send all communications to DB SQUARED as follows: 1) technical communications to Technical Director of Software; and 2) business and legal communications to General Counsel; at DB Squared, LLC, 2928 McKee Circle, Suite 119, Fayetteville, AR 72703, phone: 479-587-0151, fax: 479-521-5453.
- 9.9. **Complete Agreement.** This AGREEMENT represents the complete agreement between DB SQUARED and LICENSEE.

**APPROVAL**

AGENT ACKNOWLEDGES AND AGREES THAT: 1) AGENT IS AUTHORIZED TO ENTER INTO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE LICENSEE AND 2) BY EXECUTING THIS AGREEMENT, LICENSEE IS LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed by their respective authorized representatives.

DB Squared, LLC.

City of Conway, AR

By: *Blair Johanson*

By: \_\_\_\_\_

Name: Blair Johanson

Name: \_\_\_\_\_

Title: Principal

Title: \_\_\_\_\_

Date: 10-11-2011

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

Witness: *Bruce E. Johanson*

MEMORANDUM OF AGREEMENT  
BETWEEN  
BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR AND ON BEHALF  
OF THE UNIVERSITY OF ARKANSAS COOPERATIVE EXTENSION SERVICE  
AND  
City of Conway

Relative to: Horticulture Program Funding

This agreement is entered into this first day of January 2012, by and between the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas Cooperative Extension Service (hereinafter referred to as UACES) and City of Conway (hereinafter referred to as City).

**PURPOSE:** The purpose of this agreement is to establish the terms of UACES to provide educational programming in the City of Conway. Educational priorities and activities are planned with the input of the County Extension Council and are offered at locations and times appropriate to meet the needs of the citizens who receive them. In return, the City agrees to pay an annual appropriation for the programs delivered.

UACES agrees to:

Provide educational programming in the area of Urban Horticulture; related community and leadership development and related 4-H youth development.

Maintain a staff necessary to fulfill the programming efforts in the City of Conway, as requested by the City in agreement with Uniform Funding.

City of Conway Government agrees to:

Pay an assessment of \$ 25,000.00 for educational programming.

Payment in four equal installments, as invoiced, due on or before the last working day of March, June, September and December.

In the event a vacancy occurs in a funded position, UACES will attempt to fill the vacancy in a timely manner. However, any carryover funds as a result of a vacancy will be retained in a UACES account for use in support of this City program.

This agreement shall remain in effect through December 31, 2012



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This agreement may be terminated by either party at any time by providing written notice to the other party within 30-days advance notice. Amounts due or paid by the City will be pro-rated, thus allowing for payment only for the time period in which the contract was in place.

Signatures

**City of Conway**

\_\_\_\_\_  
**Tab Townsell**  
**City of Conway Mayor**

\_\_\_\_\_  
**Date**

**BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS**  
**acting for and on behalf of THE UNIVERSITY OF ARKANSAS**  
**COOPERATIVE EXTENSION SERVICE.**

\_\_\_\_\_  
Dr. Tony Windham  
Associate Vice President for  
Agriculture - Extension

\_\_\_\_\_  
Date

Reviewed by:

\_\_\_\_\_  
Sharon Reynolds  
Ozark District Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Henry M. Chaney  
Faulkner County Staff Chair

\_\_\_\_\_  
Date



**City of Conway, Arkansas  
Ordinance No. O-11-\_\_**

**AN ORDINANCE ESTABLISHING THE DIVISION OF THE FOUR-TENTH'S (.4) MILL ON THE DOLLAR, VOLUNTARY ASSESSMENT, FOR THE EXCLUSIVE PURPOSE OF OPERATING AND MAINTAINING CEMETERIES LOCATED WITHIN THE CITY OF CONWAY;**

**WHEREAS**, upon notice and hearing, the City Council of the City of Conway, requests and certifies a resolution annually establishing a **voluntary**, Four-Tenth's (.4) mill on the dollar be assessed by the Faulkner County Clerk and Collected by the Faulkner County Collector; and

**WHEREAS**, a formal distribution schedule has not been adopted by the Conway City Council;

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

**Section 1:** The City Council of the City of Conway hereby orders all voluntary collections, for the exclusive purpose of operating and maintaining the cemeteries located within the City Limits of the City of Conway be disbursed upon receipt in accordance with the following schedule:

Oak Grove Cemetery	60%
St. Joseph Cemetery	19%
Robinson Cemetery	21%

**Section 3:** That a copy of this ordinance shall be filed by the Conway City Clerk in the office of the Faulkner County Circuit Clerk.

**Section 4:** That the Conway City Clerk is hereby authorized to do all things necessary and proper to carry out the requirements of this ordinance.

**Section 5:** That any ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED** this 22<sup>nd</sup> day of November, 2011.

**Approved:**

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

**Attest:**

**Sponsored by:**

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

\_\_\_\_\_  
**Alderman Theodore Jones**  
Ward 4, Position 1