

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



City Council Members

- Ward 1 Position 1 – Andy Hawkins
- Ward 1 Position 2 – David Grimes
- Ward 2 Position 1 – 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

City of Conway - City Council Meeting

www.cityofconway.org

Tuesday, January 24th, 2012 @ 6:30pm

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

5:30pm - Committee Meeting:

Presentation by: Garver Engineer – New Conway Municipal Airport

Call to Order Mayor Tab Townsell
 Roll Call Michael O. Garrett, City Clerk/Treasurer
 Minutes January 10th, 2012
 Announcements/Proclamations/Recognitions:

1. Report of Standing Committees:

A. Public Hearing

- 1. Public Hearing/Ordinance to close all streets within the Turnberry Subdivision PUD including Turnberry Drive and Edinburgh Drive.

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

- 1. Update on the condemnation process of the Dryer Building located at 912 Front Street.
- 2. Resolution requesting the Faulkner County Tax Collector to place a certified lien on property located at 200 Fairway as a result of incurred expenses by the City.
- 3. Consideration to enter into an easement agreement with The Village at Hendrix.
- 4. Consideration to enter into an agreement with Garver Engineer to provide architectural and engineering services for the terminal building at the new Conway Municipal Airport.
- 5. Consideration to enter into an agreement with Garver Engineer for engineering services to prepare the obstruction survey and approach date for the new Conway Municipal Airport.
- 6. Ordinance updating the city electrical code by adoption of the 2011 National Electrical Code and amending administrative provisions for the enforcement of the electrical code.
- 7. Ordinance to rezone property located at 2505 East Oak Street from MF-2 to I-3.
- 8. Ordinance to rezone property located at 2501, 2511, 2355 East Oak Street from MF-2 to C-3.

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

1. Ordinance clarifying residential and commercial sanitation fees for the Sanitation Department.

D. Finance

1. Consideration to approve the monthly financial reporting ending December 31st, 2011.

Old Business

New Business

1. Ordinance appropriating funding to repair and replace the phone system at City Hall.

Adjournment



City of Conway, Arkansas
Ordinance No. O-12- _____

AN ORDINANCE CLOSING ALL PORTIONS OF THOSE STREETS LOCATED WITHIN TURNBERRY SUBDIVISION PUD AND SPECIFICALLY IDENTIFIED AS TURNBERRY DRIVE AND EDINBURGH DRIVE, CONWAY, ARKANSAS; AND FOR OTHER PURPOSES;

WHEREAS, a petition was duly filed with the City Council of the City of Conway, Arkansas on the December 22nd, 2011 asking the City Council to vacate and abandon all portions of the streets identified as Turnberry Drive and Edinburgh Drive.

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement, hereinbefore described, has heretofore been dedicated to the public use as a easement herein described; has not been actually used by the public generally; that all the owners of the property abutting upon the streets to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of the streets.

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

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

Turnberry Drive and Edinburgh Drive within the Turnberry Subdivision PUD as shown in Plat of Records, Plat Book No. L, Page 42, Faulkner County, Arkansas.

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

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

Passed this 24th day of January, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

327-2748

**Petition of written consent for the
Vacating of Streets and Alleys
For the Intent of Public Use**

Name of Street or Alley, (or portion thereof), to be vacated:

All streets within the Turnberry subdivision

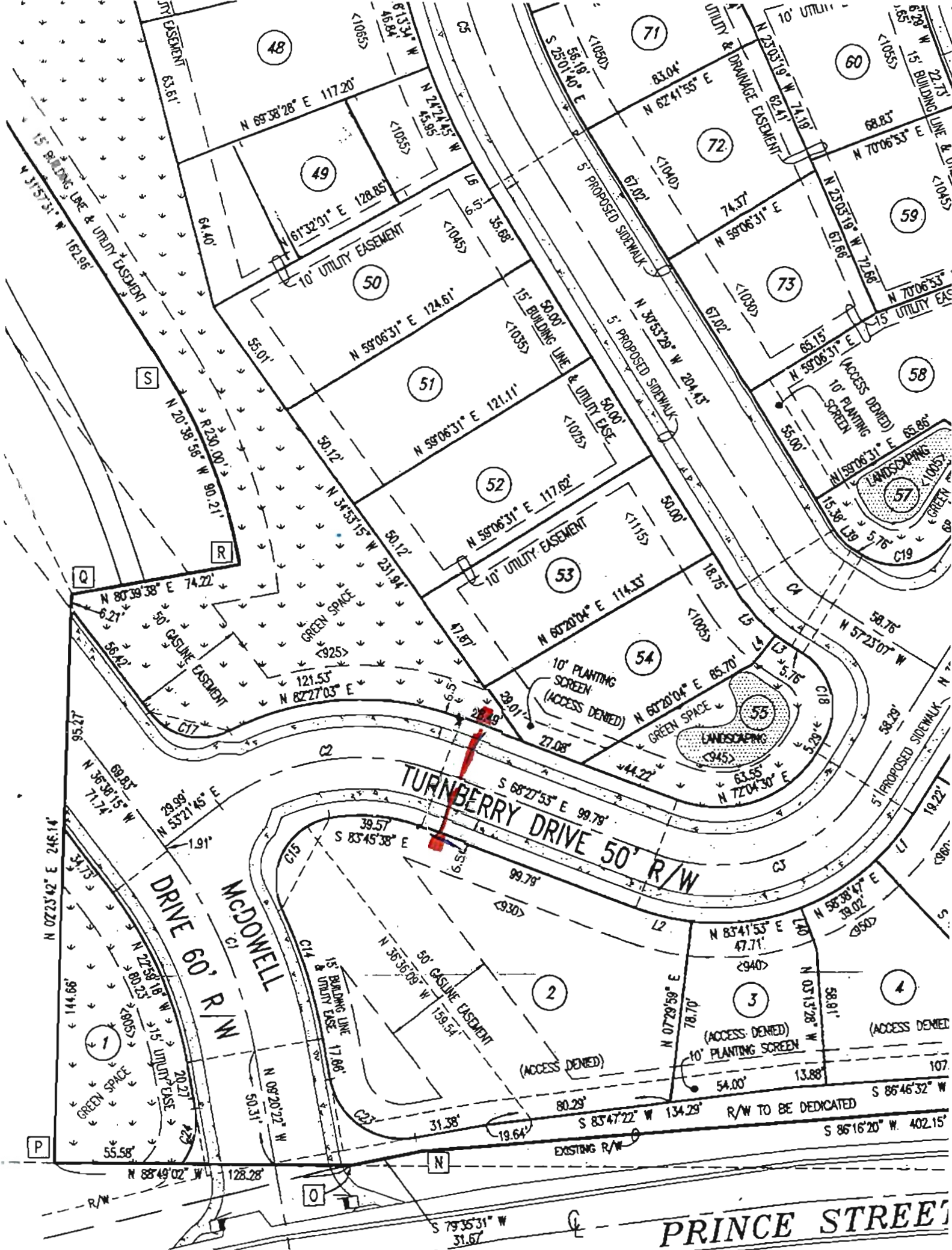
Abutting property owners:

Name

Address

[Signature]
[Signature]
[Signature]

P.O. Box 1167 Conway, AR 72030
700 Paxson Road Conway AR 72034
1115 EDINBURGH CONWAY 72034



TURNBERRY DRIVE 50' R/W

DRIVE 60' R/W

MCDOWELL

PRINCE STREET

48

49

50

51

52

53

54

73

72

71

68

59

58

57

4

3

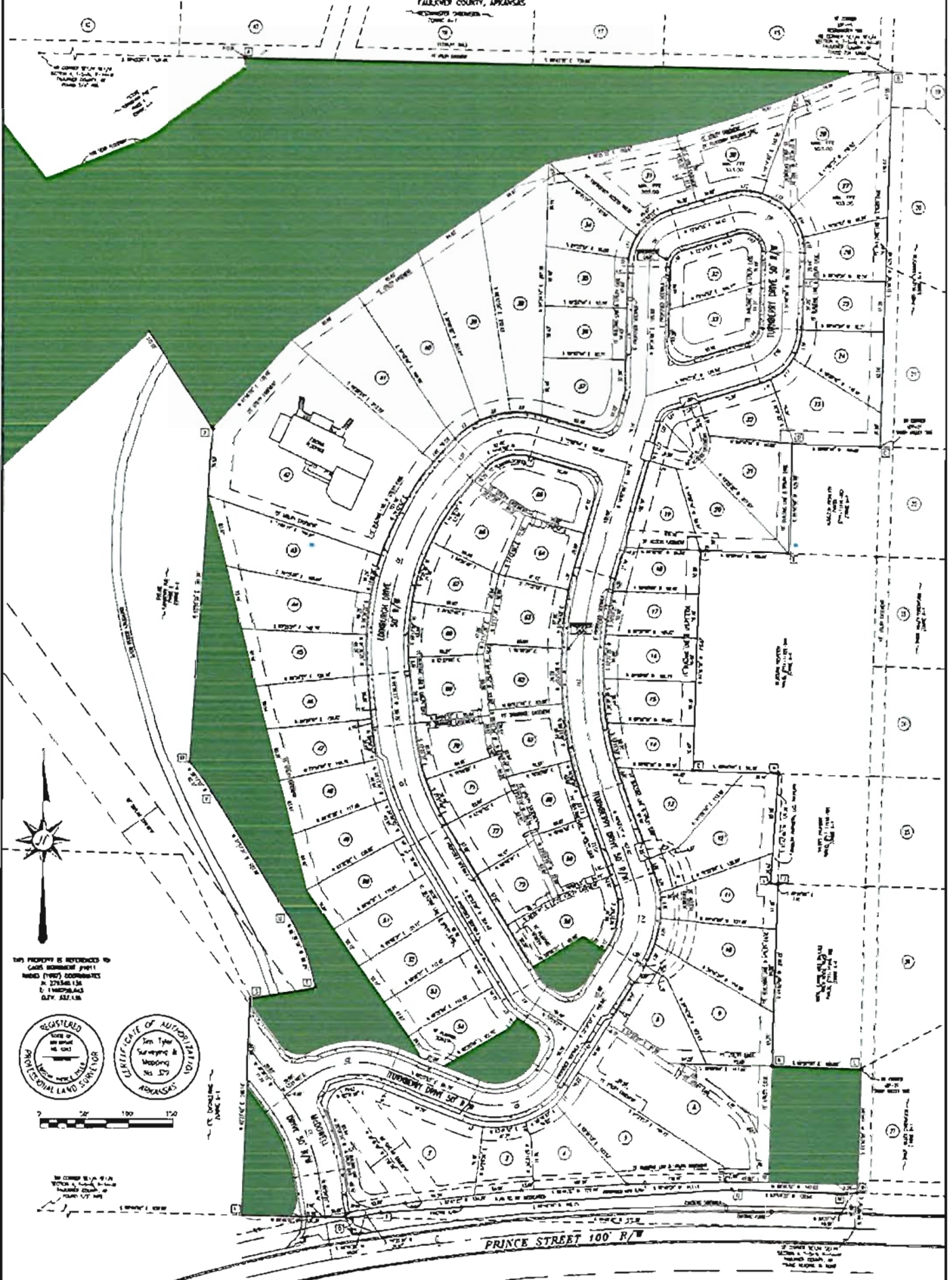
2

1

Survey map containing numerous technical annotations including bearings (e.g., N 89°38'28" E 117.20', S 25°01'40" E 58.19'), distances (e.g., 128.85', 124.61', 121.11'), and property descriptions (e.g., 10' UTILITY EASEMENT, 15' BUILDING LINE & UTILITY EASE, 50' GASLINE EASEMENT, 10' PLANTING SCREEN, 15' UTILITY EASE). The map also shows various utility lines, easements, and proposed features like sidewalks and green spaces.

TURNBERRY P.U.D.

Lying in the SE 1/4 SE 1/4 SECTION 4 T-5-N. R-14-W
FAULKNER COUNTY, ARKANSAS



THIS PROPERTY IS REFERENCED TO
COURT RECORDING PAPER
NO. 274548-134
D. 11/20/2014
D.T.V. 432.138



SEE COMPASS BEARING
IN THE RECORDING PAPER
NO. 274548-134
D. 11/20/2014
D.T.V. 432.138

PRINCE STREET 100' R/W

PROJECT TITLE: TURNBERRY P.U.D.	NO.	DATE	REVISION	NO.	DATE	REVISION	TIM TYLER SURVEYING AND MAPPING, INC. <small>PROFESSIONAL SURVEYING ENGINEERS</small>



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

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

October 24, 2011

ERA Henley Real Estate
Watson Homes, Inc.
Attn: Bonnie Erwin, Realtor
1600 Dave Ward Drive, Suite 7
Conway, AR 72034

Dear Ms. Erwin:

RE: Turnberry Drive UE encroachment

AT&T concurs in your request to construct your brick-columned gate on either side of Turnberry Drive. We do not have any facilities within this area at this time.

Any questions regarding these facilities in Conway may be directed to David Cain at 501-373-8171. Questions regarding the releases may be addressed to me.

Sincerely,

Lynda Palmer (signed)

CC: David Cain



November 11, 2011

Kevin Watson
Watson Homes
700 Padgett Rd
Conway, AR 72034

RE: Turnberry Subdivision controlled access gate.

Kevin,

Conway Corporation doesn't have any objections to the proposed access gate at Turnberry Subdivision as long as a code is provided to us for access.

If you have any questions or need anything further, please let me know

Sincerely,

CONWAY CORPORATION

Leslie Guffey
Engineering & Planning



817 N Creek Dr
Conway, AR 72032
Fax: 501 336 8372

October 31, 2011

Turnberry Legal Description
SE ¼ SE ¼ Section 4 T-5-N. R-14-W

To Whom It May Concern:

Centerpoint Energy does not have any objections to the proposed gate location as depicted on the attached plat map.

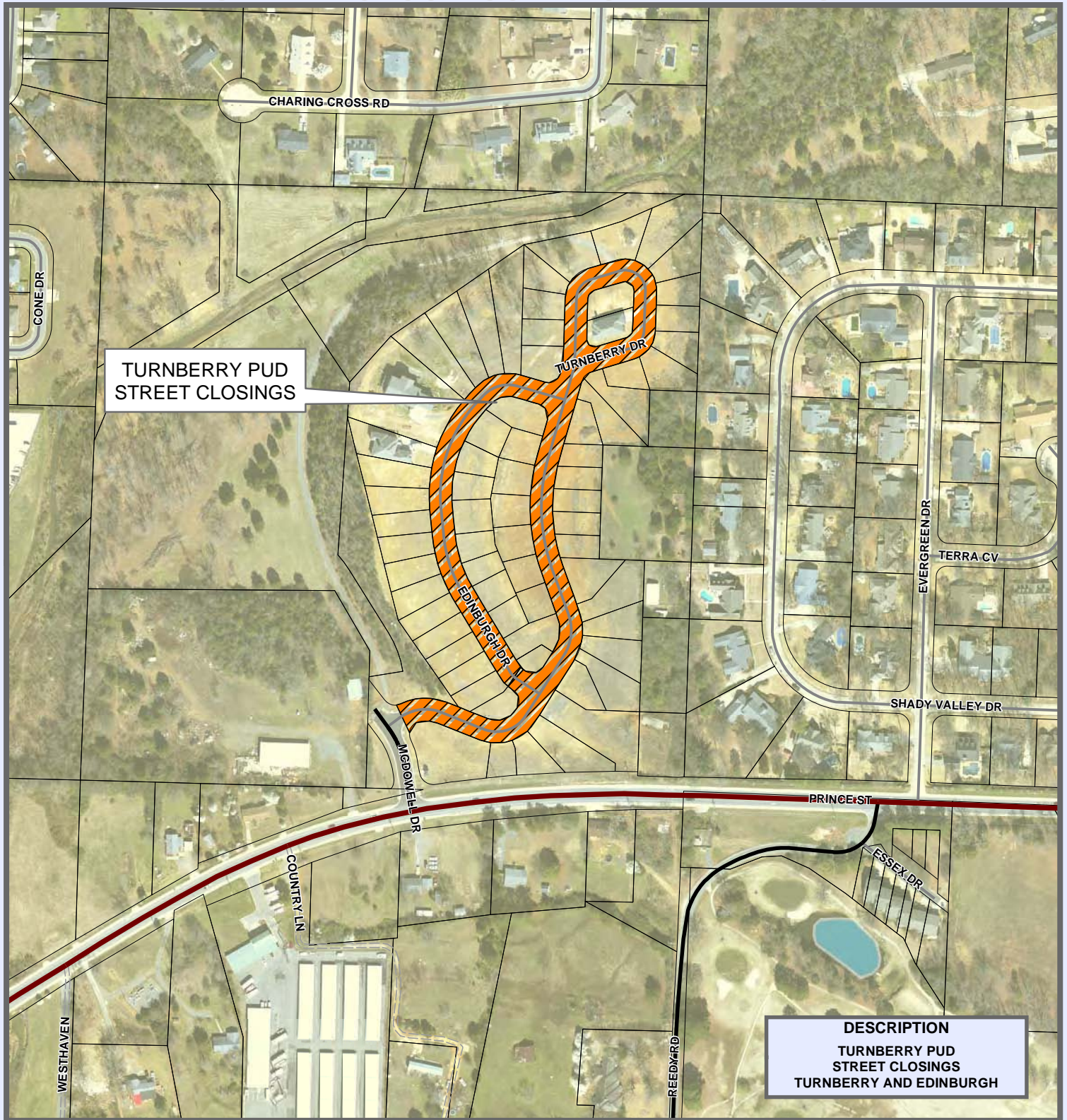
Thank You,

A handwritten signature in black ink that reads "Dennis C. Fisher". The signature is written in a cursive, flowing style.

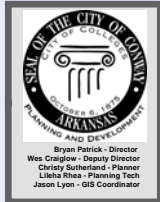
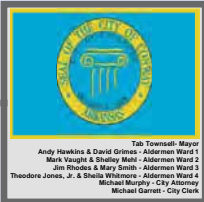
Dennis Fisher
Centerpoint Energy
Operations Leader

CITY OF CONWAY

STREET CLOSINGS -- TURNBERRY PUD



DESCRIPTION
TURNBERRY PUD
STREET CLOSINGS
TURNBERRY AND EDINBURGH



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



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

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



City of Conway, Arkansas
Resolution No. R-12-_____

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 200 Fairway Drive within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$166.61 (plus a ten percent collection penalty and filing fees, to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **January 24th, 2012** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 24th day of January, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



Barbara McElroy
Administrative Assistant
Phone: 501.450.6107
Fax: 501.450.6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: December 15th, 2011

Re: 200 Fairway Drive

- October 5th, 2011 – Warning Violation written by Ottie Cowgill regarding grass.
- Property Owner listed as Dwan Shaw.
- Certified and regular letters were mailed to property owner at address listed on file on November 2nd, 2011.
- Certified letter was signed on November 4th, 2011.
- Property was rechecked on October 13th, 2011, October 25th, 2011, and November 1st, 2011 by Ottie Cowgill and no progress had been made.
- Property cleanup was sent over to Physical Plant for clean up on December 6th, 2011.
- Final Cleanup finished on December 12th, 2011.
- Invoice for clean up and copy of final bill was sent to the property owner at address on file; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

INVOICE

City of Conway Code Enforcement

DATE: JANUARY 12, 2012

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

TO Dwan Shaw
200 Fairway Drive
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
200 Fairway Drive

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Ottie Cowgill	200 Fairway Drive	Due upon receipt	April 30 th , 2011

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	16.73	16.73
1	Mowing	17.99	17.99
1	Mowing	13.75	13.75
1	Mowing	13.21	13.21
1	Maintenance	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Ottie Cowgill)	18.96	36.60
1	Administrative Fee (Glenn Berry)	21.70	21.72
2	Certified letter	3.29	6.58
2	Regular letter	.44	.88
SUBTOTAL			\$166.61
SALES TAX			
TOTAL			\$166.61

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

Payments are due 30 days from date of this letter

Conway Code Enforcement
Incident Report

Date of Violation: October 05, 2011

Violator Name: Dwan Shaw

Address of Violation: 200 Fairway

Violation Type: Grass

Warning #: 4209

Description of Violation and Actions Taken: On Oct. 05, 2011 a warning was issued for tall grass. On Oct. 10 and Oct. 25 a recheck was done and no changes had been made. On Nov. 2, 2011 letters were sent out and the letters were delivered on Nov. 04, 2011. The property was checked for compliance on Nov. 17, Nov. 22 and Nov. 30. The property was still in violation so clean up was scheduled. The physical plant corrected the violation around the first of December. Pictures were taken and are available upon request.

Code Enforcement Officer: Ottie Cowgill

Officer Signature: Ottie Cowgill

Date: 1-4-12

Time: 1100hrs

This instrument prepared by:
J. Scott Schallhorn
Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C.
425 West Capitol Avenue, Suite 1800
Little Rock, Arkansas 72201

EASEMENT AGREEMENT
(Springing)

KNOW ALL BY THESE PRESENTS:

This Easement Agreement is executed and entered into by and between **The Village at Hendrix, LLC**, an Arkansas limited liability company ("*Grantor*"), 1600 Washington Avenue, Conway, Arkansas 72032, and the **City of Conway, Arkansas**, a city of the first class ("*Grantee*"), 1201 Oak Street, Conway, Arkansas 72032 effective as of _____, 2012 (the "*Effective Date*").

RECITALS:

A. Grantor is the owner of a parcel of land situated in the City of Conway, Arkansas known as the "*Watershed*" on which is located various streams, trails, walking paths and other natural features.

B. Hendrix College ("*Hendrix*") has received a grant (the "*Trails Grant*") from the Arkansas Highway and Transportation Department ("*AHTD*") to construct additional walking paths and improvements (the "*Grant Improvements*") on the Watershed property. The proposed construction is permitted and authorized by Grantor. A map showing the location of the Grant Improvements in the Watershed relative to other improvements is attached as Exhibit B.

C. A condition to the Trails Grant is that the Grantee agrees to be responsible for the ongoing maintenance and upkeep of the Grant Improvements in the event Grantor or Hendrix is unable to do so. Grantee has agreed to accept that responsibility provided the Grant Improvements are available for the use of the public and that Grantee has the right to enter the Watershed to perform the maintenance and upkeep.

D. Grantor has agreed to grant such rights to the City and the public subject to the terms and conditions hereof.

NOW, THEREFORE:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged does hereby grant unto Grantee, and unto its successors and assigns forever, a non-exclusive easement and right of way over and across the lands (the "*Easement Area*") more particularly described on Exhibit A attached hereto for the purpose of operating, maintaining, repairing, renewing, and reconstructing the Grant Improvements, provided, however, that the easement, right of way and other rights granted by this instrument shall become effective only upon the determination by the AHTD that Grantor or Hendrix is unable to continue adequate operation and maintenance of the Grant Improvements and Grantee in fact commences operation and maintenance of the Grant Improvements.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, subject to the following terms and conditions:

1. The easement and rights granted by this instrument shall terminate and expire without further action of either party upon Grantee ceasing to perform the required operation and maintenance of the Grant Improvements after the easement granted hereunder becomes effective, at which time the rights of the Grantee hereunder shall terminate and all rights and interest herein granted to Grantee shall revert to Grantor.

2. Grantor shall continue to have the full and free use of the land covered by this instrument so long as it does not unreasonably interfere with the rights granted under this instrument.

3. Grantee shall have the right to use said right of way only for the purposes expressed herein and shall not have the right to permit others, either directly or indirectly, to use said right of way for any purpose without having obtained the prior written consent of Grantor.

4. The Watershed, which includes the Easement Area, is subject to certain use restrictions set forth in the Notice of Deed Restriction dated as of August 25, 2010 and recorded in the Faulkner County, Arkansas real estate records as Document No. 2010-16626 (the "*Deed Restriction*"). All use of the Easement Area and all maintenance and construction thereon shall be in accordance with the Deed Restriction.

In Witness Whereof, this instrument is executed by a duly authorized officer of Grantor as of January 13th, 2012.

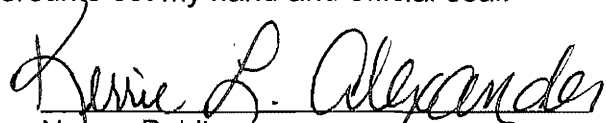
The Village at Hendrix, LLC

By: 
Ward Davis, Chief Executive Officer

STATE OF ARKANSAS §
COUNTY OF Perry § § ACKNOWLEDGMENT

On this 13th day of January, 2012, before me, a Notary Public duly commissioned, qualified and acting within and for the jurisdiction aforesaid appeared in person the within named Ward Davis, to me personally well known, who stated that he is the Chief Executive Officer of **The Village at Hendrix, LLC**, a limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My Commission Expires:

7/20/2017

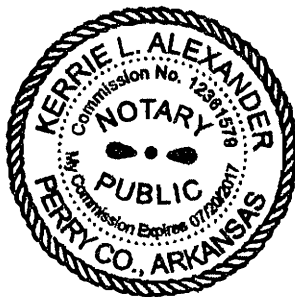


EXHIBIT A

(Easement Area)

The parcel of land totaling eight (8) feet wide situated four (4) feet at a right angle on both sides of the length of the center line more particularly described as follows:

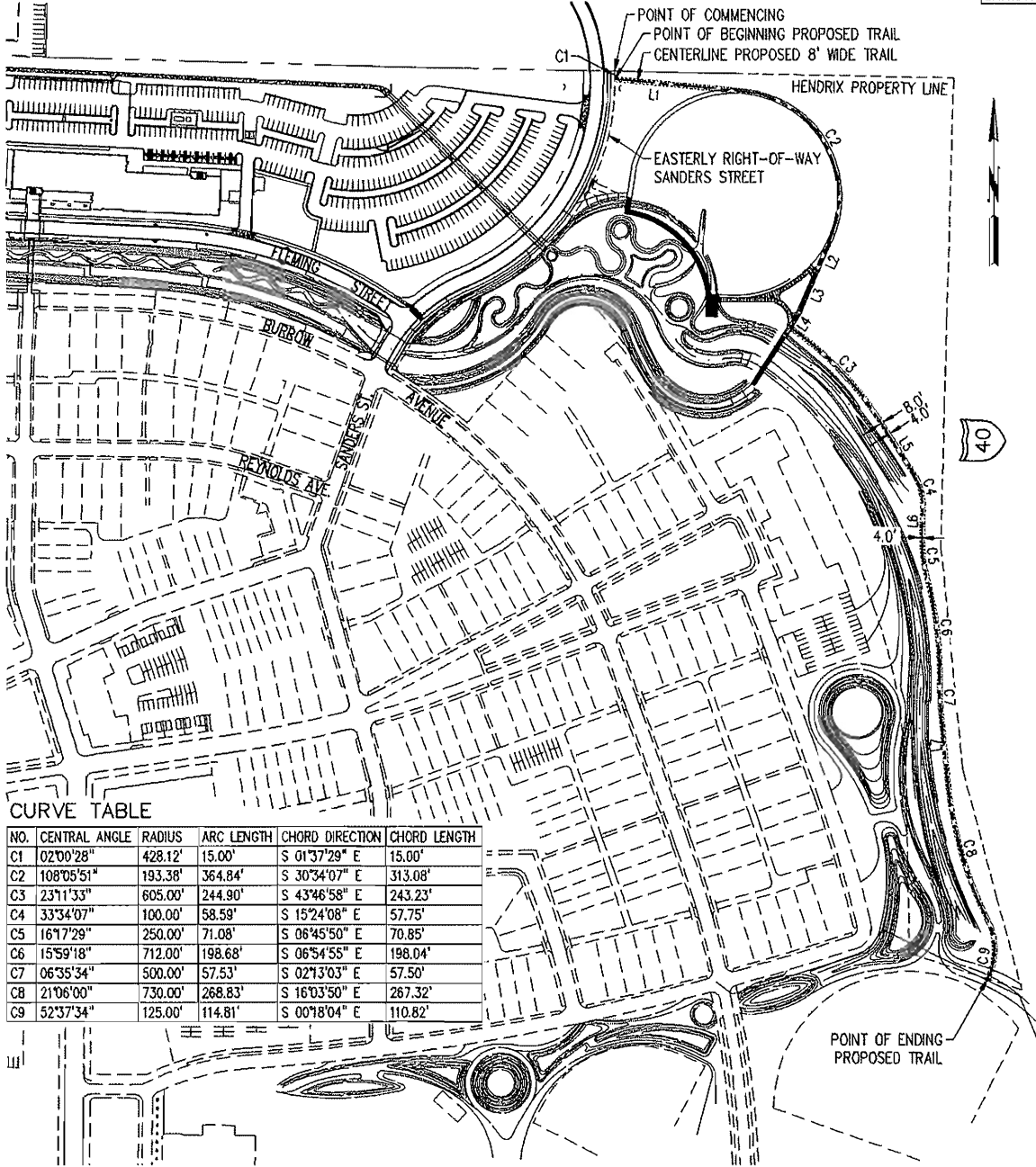
AN EIGHT FOOT WIDE (8.0') STRIP OF LAND BY APPROXIMATELY 2094.4 FEET LONG, FOUR FEET (4.0') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LYING ACROSS HENDRIX PROPERTY, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF SANDERS STREET WITH THE NORTH HENDRIX PROPERTY LINE AS SHOWN HEREON; THENCE SOUTHERLY 15.00 FEET ALONG A 428.12 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°00'28" TO A POINT WHICH BEARS SOUTH 01°7'29" EAST 15.00 FEET FROM LAST SAID POINT, BEING THE POINT OF BEGINNING OF THE TRAIL CENTERLINE BEING DESCRIBED; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, SOUTH 84°7'02" EAST 239.39 FEET; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHWESTERLY 364.84 FEET ALONG A 193.38 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 108°05'51" TO A POINT WHICH BEARS SOUTH 30°4'07" EAST 313.08 FEET FROM LAST SAID POINT; THENCE SOUTH 23°28'49" WEST 63.48 FEET; THENCE SOUTH 22°51'15" WEST 87.67 FEET; THENCE SOUTH 32°48'53" WEST 30.94 FEET; THENCE SOUTHEASTERLY 244.90 FEET ALONG A 605.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 231°1'33" TO A POINT WHICH BEARS SOUTH 43°46'58" EAST 243.23 FEET FROM LAST SAID POINT; THENCE SOUTH 32°11'12" EAST 112.85 FEET; THENCE SOUTHERLY 58.89 FEET ALONG A 100.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°4'07" TO A POINT WHICH BEARS SOUTH 15°4'08" EAST 57.75 FEET FROM LAST SAID POINT; THENCE SOUTH 01°2'55" WEST 59.52 FEET; THENCE SOUTHERLY 71.08 FEET ALONG A 250.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 161°7'29" ALONG SAID CURVE TO A POINT WHICH BEARS SOUTH 06°45'50" EAST 70.85 FEET FROM LAST SAID POINT; THENCE SOUTHERLY 198.68 FEET ALONG A 712.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15°59'18" TO A POINT WHICH BEARS SOUTH 06°54'55" EAST 198.04 FEET FROM LAST SAID POINT; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET FOR A DISTANCE OF 57.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°5'34" ALONG SAID CURVE HAVING A CHORD DIRECTION OF SOUTH 02°3'03" EAST AND A CHORD LENGTH OF 57.50 FEET; THENCE SOUTH 05°0'50" EAST 121.33 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY 268.83 FEET ALONG A 730.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°06'00" TO A POINT WHICH BEARS SOUTH 16°03'50" EAST 267.32 FEET FROM LAST SAID POINT; THENCE SOUTHERLY 114.81 FEET ALONG A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH

A CENTRAL ANGLE OF 52j7'34" TO A POINT WHICH BEARS SOUTH 00'8'04" EAST
110.82 FEET FROM LAST SAID POINT, BEING THE END OF CENTERUNE OF
SAID PROPOSED TRAIL

EXHIBIT B

(Map Showing Grant Improvements)

[SEE ATTACHED]



CURVE TABLE

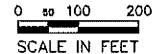
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	02°00'28"	428.12'	15.00'	S 01°37'29" E	15.00'
C2	108°05'51"	193.38'	364.84'	S 30°34'07" E	313.08'
C3	23°11'33"	605.00'	244.90'	S 43°46'58" E	243.23'
C4	33°34'07"	100.00'	58.59'	S 15°24'08" E	57.75'
C5	16°17'29"	250.00'	71.08'	S 06°45'50" E	70.85'
C6	15°59'18"	712.00'	198.68'	S 06°54'55" E	198.04'
C7	06°53'34"	500.00'	57.53'	S 02°13'03" E	57.50'
C8	21°06'00"	730.00'	268.83'	S 16°03'50" E	267.32'
C9	52°37'34"	125.00'	114.81'	S 00°18'04" E	110.82'

PROPOSED TRAIL CENTERLINE DESCRIPTION:

AN EIGHT FOOT WIDE (8.0') STRIP OF LAND BY APPROXIMATELY 2094.4 FEET LONG, FOUR FEET (4.0') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LYING ACROSS HENDRIX PROPERTY, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF SANDERS STREET WITH THE NORTH HENDRIX PROPERTY LINE AS SHOWN HEREON; THENCE SOUTHERLY 15.00 FEET ALONG A 428.12 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°00'28" TO A POINT WHICH BEARS SOUTH 01°37'29" EAST 15.00 FEET FROM LAST SAID POINT, BEING THE POINT OF BEGINNING OF THE TRAIL CENTERLINE BEING DESCRIBED; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, SOUTH 84°37'02" EAST 239.39 FEET; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHWESTERLY 364.84 FEET ALONG A 193.38 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 108°05'51" TO A POINT WHICH BEARS SOUTH 30°34'07" EAST 313.08 FEET FROM LAST SAID POINT; THENCE SOUTH 23°28'49" WEST 63.48 FEET; THENCE SOUTH 22°51'15" WEST 87.67 FEET; THENCE SOUTH 32°48'53" WEST 30.94 FEET; THENCE SOUTHEASTERLY 244.90 FEET ALONG A 605.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°11'33" TO A POINT WHICH BEARS SOUTH 43°46'58" EAST 243.23 FEET FROM LAST SAID POINT; THENCE SOUTH 32°11'12" EAST 112.85 FEET; THENCE SOUTHERLY 58.89 FEET ALONG A 100.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°34'07" TO A POINT WHICH BEARS SOUTH 15°24'08" EAST 57.75 FEET FROM LAST SAID POINT; THENCE SOUTH 01°22'55" WEST 59.52 FEET; THENCE SOUTHERLY 71.08 FEET ALONG A 250.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°17'29" ALONG SAID CURVE TO A POINT WHICH BEARS SOUTH 06°45'50" EAST 70.85 FEET FROM LAST SAID POINT; THENCE SOUTHERLY 198.68 FEET ALONG A 712.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15°59'18" TO A POINT WHICH BEARS SOUTH 06°54'55" EAST 198.04 FEET FROM LAST SAID POINT; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET FOR A DISTANCE OF 57.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°53'34" ALONG SAID CURVE HAVING A CHORD DIRECTION OF SOUTH 02°13'03" EAST AND A CHORD LENGTH OF 57.50 FEET; THENCE SOUTH 05°30'50" EAST 121.33 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY 268.83 FEET ALONG A 730.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°06'00" TO A POINT WHICH BEARS SOUTH 16°03'50" EAST 267.32 FEET FROM LAST SAID POINT; THENCE SOUTHERLY 114.81 FEET ALONG A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 52°37'34" TO A POINT WHICH BEARS SOUTH 00°18'04" EAST 110.82 FEET FROM LAST SAID POINT, BEING THE END OF CENTERLINE OF SAID PROPOSED TRAIL.

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 84°37'02" E	239.39'
L2	S 23°28'49" W	63.48'
L3	S 22°51'15" W	87.67'
L4	S 32°48'53" W	30.94'
L5	S 32°11'12" E	112.85'
L6	S 01°22'55" W	59.52'
L7	S 05°30'50" E	121.33'



	BY	DATE
Design		
Drawn	JKP	1/12
Checked		
Survey		
Fl.d.Bk.No.		

B&F ENGINEERING, INC.

928 AIRPORT ROAD, HOT SPRINGS, ARKANSAS 71913
(PH) 501-767-2366 (FAX) 501-767-6859

PROPERTY EXHIBIT
PROPOSED TRAIL
THE VILLAGE AT HENDRIX
ARKANSAS

1/13/12

1
1

JOB NO.: 7-3931-0106
ACAD NO.: 001
SCALE: 1" = 200'
DATE: JANUARY 2012

CONWAY



4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

January 18, 2012

Mr. Ronnie Hall, PE
City of Conway
100 East Robins
Conway, AR 72032

Re: Letter Contract for Professional Engineering Services
New Airport Terminal Schematic Design

Dear Mr. Hall:

With this letter contract, we (Garver, LLC – “Garver”) are pleased to propose our services to you (City of Conway – “Client”) related to the New Airport Terminal Schematic Design in accordance with our discussions at the New Terminal meeting held on Tuesday, December 13, 2011. This letter will describe our proposed scope of services, performance schedule, and payment terms.

Scope of Services

We understand that you want us to provide design services for the project. More specifically, we propose to accomplish the following:

Garver will provide civil, structural, mechanical, and electrical engineering services necessary for schematic design of the new airport terminal. Garver will coordinate architectural design services through a subcontract with Architectural Alliance International. See attached proposal/scope of work. Garver will coordinate with the Architect to develop schematic plans and a conceptual construction cost estimate. Garver will attend architectural workshops with the Client as outlined in the attached Architectural Alliance proposal/scope of work.

Deliverables include: stakeholder interviews, proposed/approved program summary, sense of place study; conceptual alternative plans and documentation of approved conceptual alternatives, schematic design package (11x17 plans, elevations, sections and perspective renderings illustrating design intent), conceptual statement of probable construction cost, ten hard copies of report, digital PDF copy of report and PowerPoint summary of report including conceptual design alternatives and selected schematic design.

The Schematic Design package will be sufficient to allow seamless transition into Final Design Development and subsequent Construction Document development phases without reworking Schematic Design (unless new programmatic requirements or other changes/additions are introduced by the Client or if there is a significant delay [more than a year] between the Schematic Design Phase and Final Design Development Phase).

The Client will provide and/or accomplish the following:

1. Client will not hire any of Garver's employees during performance of this contract and for a period of one year beyond completion of this contract.

For clarification, our proposed scope of services does not include the following:

1. Utility relocation design other than water and sewer.
2. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
3. Changes to major design elements after previous direction or approval or redesign to accommodate Client's or Owner's budget after receipt of construction bids that exceed Garver's cost opinions.

These and other services are considered as extra work and can be added to this agreement by written amendment.

Schedule

We will begin the work immediately and will accomplish the work on a mutually agreeable schedule.

Payment Terms

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Schematic Design	\$80,000.00	LUMP SUM
TOTAL FEE	\$80,000.00	

The Client will pay Garver, for time spent on the project, at the rates shown in Appendix B for each classification of Garver's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this agreement is estimated to be **\$80,000**. For informational purposes, a breakdown of Garver's estimated costs is included in Appendix B.

As directed by the Client, some billable work may have been performed by Garver prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Client.

Additional Services (Extra Work): For work not described or included in Scope of Services but requested by the Client in writing, the Client will pay Garver, for time spent on the project, at the rates shown in Appendix B for each classification of Garver's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and Garver, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and its subconsultants to all those named shall not exceed \$80,000, or Garver's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Garver shall not be liable to Client for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,

GARVER, LLC

Wm. Earl Mott, PE
Senior Project Manager

Accepted for City of Conway by: _____
Title: _____
Date: _____

cc:

Attachments: Appendix B, Architectural Alliance International Proposal/Scope of work

APPENDIX B

CITY OF CONWAY NEW AIRPORT TERMINAL SCHEMATIC DESIGN

FEE SUMMARY

Title I Services	Estimated Fees
Schematic Design	\$80,000.00
Subtotal for Title I Services	\$80,000.00

APPENDIX B

**CITY OF CONWAY
NEW AIRPORT TERMINAL SCHEMATIC DESIGN**

SCHEMATIC DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	P-2	P-1	T-2	T-1	X-3	X-2	X-1
	\$235.00	\$176.00	\$143.00	\$123.00	\$99.00	\$88.00	\$124.00	\$103.00	\$92.00	\$71.00	\$109.00	\$66.00	\$49.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering													
Civil Schematic Design Services													
Schematic Plans Support				2	16					4			
Conceptual Construction Cost Estimate		1		2	8								
Coordination with architects													
Coordination with Owner and Architect				8	8								
Attend Architectural Workshop 1		5		5	5								
Attend Architectural Workshop 2		5		5	5								
Attend Architectural Workshop 3		5		5	5								
Subtotal - Civil Engineering	0	16	0	27	47	0	0	0	0	4	0	0	0
2. Structural Engineering													
Structural Schematic Design Services													
Schematic Plans Support				1	4					4			
Conceptual Construction Cost Estimate				1	4								
Subtotal - Structural Engineering	0	0	0	2	8	0	0	0	0	4	0	0	0
3. Mechanical Engineering													
Mechanical Schematic Design Services													
Schematic Plans Support				2	8					4			
Conceptual Construction Cost Estimate				2	8								
Subtotal - Mechanical Engineering	0	0	0	4	16	0	0	0	0	4	0	0	0
4. Electrical Engineering													
Electrical Schematic Design Services													
Schematic Plans Support				2	16					4			
Conceptual Construction Cost Estimate				2	16								
Subtotal - Electrical Engineering	0	0	0	4	32	0	0	0	0	4	0	0	0

Hours	0	16	0	37	103	0	0	0	0	16	0	0	0
Salary Costs	\$0.00	\$2,816.00	\$0.00	\$4,551.00	\$10,197.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,136.00	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$18,700.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$125.00
Postage/Freight/Courier	\$75.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$300.00

SUBTOTAL: \$19,000.00

SUBCONSULTANTS FEE: \$61,000.00

TOTAL FEE: \$80,000.00

December 22, 2011 *(revised January 12, 2012)*

400 CLIFTON AVENUE SOUTH

Earl Mott, Jr., PE
Garver
4701 Northshore Dr
North Little Rock, AR
72118

MINNEAPOLIS, MINNESOTA 55403-3299

TELEPHONE (612) 871-5703

FAX (612) 871-7212

Re: Conway Municipal Airport Terminal Planning/Pre-Design and Schematic Design Services Proposal

Dear Mr. Mott,

We appreciate this opportunity to provide you with a service proposal for terminal architectural Schematic Design at the Conway Municipal Airport.

PROJECT UNDERSTANDING

A new general/corporate aviation terminal is required as part of the relocation of Conway Municipal Airport. The city would like to proceed with programing and Schematic Design for the new terminal in January of 2012, with construction commencing in spring of 2013 and completion by summer of 2014.

The terminal is anticipated to be roughly 6,000 - 10,000 s.f. with ability to expand. Likely program components include lounge, meeting room/s, briefing rooms (conference center), catering kitchen, offices. Interviews with potential stakeholders as identified by the city will assist in developing the schematic program. The city wishes the terminal building to be a welcoming landmark exemplifying Conway's progressive attributes as well as a meaningful connection to the region (sense of place). We understand Garver will provide overall project management, civil engineering and any mechanical, electrical, and structural engineering services required for the Schematic Design effort. The services of a landscape architect may also be beneficial, although that could wait until the Design Development phase.

SCOPE

Services of this proposal include: terminal program development, conceptual plan and terminal area plan alternatives, Schematic Design and a sense of place study. Three workshops/presentations in Conway are included in this proposal.

Deliverables include: stakeholder interviews, proposed/approved program summary; conceptual alternative plans and documentation of approved conceptual alternatives, Schematic Design package (11X17 plans, elevations, sections and perspective renderings illustrating design intent), ten hard copies of report, digital PDF copy of report and PowerPoint summary of report including conceptual design alternatives and selected Schematic Design. *We have listed an optional conceptual statement of probable construction cost that can be provided if the city desires this service.*

The sense of place study goes beyond typical Schematic Design services to include preliminary Design Development phase services such as recommended finishes.

The Schematic Design package will be sufficient to allow seamless transition into Design Development and subsequent Construction Document development without reworking Schematic Design (unless new programmatic requirements or other changes/additions are introduced by the city or if there is a significant delay [more than a year] between the Schematic Design Phase and Design Development Phase).

FUTURE PHASES

A subsequent phase/scope is envisioned to encompass Design Development, Construction Document through Construction Administration services, and may include development of airport wide aesthetic design standards (including hangers, landscaping and ancillary facilities). *Rough order of magnitude potential costs for the architectural portions for these future phases is included below for reference only.* These items are not included in this fee proposal and will be refined and proposed upon based upon the outcome of the Schematic Design phase *(final SD program size [6,000 - 10,000 s.f.], approved design expression, construction type/cost).*

SCHEDULE

Schematic Design is anticipated to take 2-3 months commencing in January 2012.

FEE PROPOSAL

We propose to provide architectural Schematic Design Services *(including Terminal Planning/Pre-Design)* as described above on a lump-sum basis as follows *(architectural services only, not engineering)*:

Schematic Design:	\$57,500 (incl. reimbursables)
Conceptual statement of probable construction cost :	\$3,500 (optional)

Potential rough order of magnitude costs for subsequent phases (architectural services only, not engineering) not part of this proposal:

<i>Design Development and Construction Documents:</i>	<i>\$55,000 - \$100,000</i>
<i>Bidding Assistance and Construction Administration:</i>	<i>\$25,000 - \$48,000</i>

Please let me know if the above scope description and fee proposal meet with your approval.

We are excited by this opportunity to further our relationship with Garver. Attached is a brief summary of Architectural Alliance International's aviation experience as well as our basic contractual conditions. Feel free to contact me with any comments or questions at 612.874.4102 or 612.578.6807 (mobile).

Sincerely,



Eric Peterson, AIA, LEED AP, Principal

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
CITY OF CONWAY, ARKANSAS
CONWAY, ARKANSAS
Project No. 1201-1503**

This is an agreement made as of _____, 20___, between the **City of Conway, Arkansas**, hereinafter called "Client" and **Garver, LLC**, hereinafter called "Garver".

The Client intends to make the following improvements:

NEW CONWAY MUNICIPAL AIRPORT – OBSTRUCTION SURVEYS

Garver will provide engineering and surveying services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project, and applications for Federal Funds prepared by Garver.

The Client and Garver in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and surveying services by Garver and the payment for those services by the Client as set forth below. Execution of the agreement by Garver and the Client constitutes the Client's written authorization to Garver to proceed on the date first above written with the services described herein.

SECTION 1 - EMPLOYMENT OF GARVER

The Client agrees to employ Garver, and Garver agrees to perform professional engineering and surveying services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Client and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. Garver will coordinate his services with the Client, the FAA, and others required in the accomplishment of the work, and the standards of skill and care ordinarily used by members of Garver's profession practicing under similar conditions. For having rendered such services, the Client agrees to pay Garver compensation as stated in the sections to follow. All of the engineering and surveying services included in this agreement will be supplied by Garver's personnel or personnel under subcontract to Garver. Subconsultant agreements are subject to approval by the Client.

SECTION 2 - SCOPE OF SERVICES

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

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Client will pay Garver as outlined in the below table. The Client intends to pay Garver from an FAA AIP Grant and represents that funds will be available to pay Garver from an FAA AIP Grant, or funds will be borrowed from another source as necessary to pay Garver.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Obstruction Surveys</i>	\$62,905	LUMP SUM
<i>Additional Survey Services</i>	\$10,000	COST + FIXED FEE
TOTAL FEE	\$72,905	

The Client agrees to pay Garver on a Lump Sum basis for Obstruction Surveys as tabulated above. The lump sum amount to be paid under this agreement is \$62,905.00. For informational purposes, a breakdown of Garver's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Client agrees to pay Garver on a Cost Plus Fixed Fee basis for Additional Survey Services as tabulated above. The Client will pay Garver, for time spent on the project, at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 193.79% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of \$1,304.35. The estimated cost of Additional Survey Services, including the fixed fee is \$10,000.00. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Client will pay Garver on a monthly basis, based upon statements submitted by Garver to the Client indicating the estimated proportion of the work accomplished. Garver will be paid within 30 days from the date the Client is reimbursed by the FAA.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Client in writing, the Client will pay Garver, for time spent on the project, at the rates shown in Appendix B for each classification of Garver's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 4 - CLIENT'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the work of Garver.
2. Making provision for the employees of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations.

3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Client outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Client. Such documents or data will be returned upon completion of the work or at the request of the Client.
5. Furnishing Garver a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Client may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to Garver whenever the Client observes or otherwise becomes aware of any defect in the project or other events which may substantially alter Garver's performance under this Agreement.
10. Client will not hire any of Garver's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

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

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Client shall indemnify, defend, save harmless Garver, Garver's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Client's possession or released to others by the Client and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

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

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

5.3 Underground Utilities

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

5.4 Insurance

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

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

5.5 Records

The FAA, Client, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. Garver shall maintain all required records for 3 years after the Client makes final payment and all other pending matters are closed.

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

5.6 Indemnity Provision

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

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

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

5.7 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and Garver, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and its subconsultants to all those named shall not exceed \$72,905, or Garver's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Garver shall not be liable to Client for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

5.8 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Garver agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

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

SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

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

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A - Scope of Services

8.1.2 Appendix B (*fee spreadsheets*)

8.1.3 Appendix C, "Certification of Engineer".

8.1.4 Appendix D, "Mandatory Federal Contract Provisions For Professional Services Contracts".

8.2 This Agreement (consisting of pages 1 to 7, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between CLIENT and GARVER and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

CITY OF CONWAY, ARKANSAS

GARVER

By: _____

By: _____

Title: _____

Title: _____

ATTEST: _____

ATTEST: _____

APPENDIX A – SCOPE OF SERVICES

1.1 General

Generally, the scope of services includes aerial photogrammetry, aerial obstruction surveys, and ground surveys for improvements to **the New Conway Municipal Airport, Conway, Arkansas**. Improvements will consist primarily of the completion and submittal of obstruction surveys and FAA airspace analysis to support instrument approach design/implementation and FAA aeronautical studies necessary to open the new Conway Municipal Airport.

1.2 Obstruction Surveys

Garver will coordinate aerial photogrammetry, aerial obstruction surveys, and FAA airspace analysis completion and submittal to the FAA through a subcontract with Aerometric. See attached Aerometric scope of work.

Garver will complete on-site ground surveys to include airport survey control, obstruction control points, FAA check points, mapping and inner control points, establishment of PACS/SACS, and reduction of field survey data.

1.3 Additional Survey Services

Garver will coordinate with Aerometric to verify and measure obstructions on-site, perform map checks and update attribute data, and reduce field surveys as necessary.

1.4 Project Deliverables

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

1. One copy of the Obstruction Survey Analysis
2. Electronic files as requested.

1.5 Extra Work

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

1. Submittals or deliverables in addition to those listed herein.

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

1.6 Schedule

Garver shall begin work immediately and complete the work on a mutually agreeable schedule.

APPENDIX B

CITY OF CONWAY

NEW CONWAY MUNICIPAL AIRPORT - OBSTRUCTION SURVEYS

FEE SUMMARY

Title I Services	Estimated Fees
Obstruction Surveys	\$62,905.00
Additional Survey Services	\$10,000.00
Subtotal for Title I Services	\$72,905.00

APPENDIX B

**CITY OF CONWAY
NEW CONWAY MUNICIPAL AIRPORT - OBSTRUCTION SURVEYS**

Obstruction Surveys

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	S-5	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)
	\$235.00	\$176.00	\$143.00	\$123.00	\$99.00	\$88.00	\$127.00	\$160.00	\$200.00	\$180.00	\$220.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Airport Obstruction											
Coordination with Aerometric				8	16		8				
Airport Control Check							8			4	
Obstruction Control Points (12)										40	
FAA Check Points (5)										30	
Mapping and Inner Control Points (10)										30	
Establish PACS/SACS Monuments ?????							10			20	
Reduce Field Survey Data							8				
Subtotal - Surveying	0	0	0	8	16	0	34	0	0	124	0
2. Surveys - Property											
Subtotal - Surveying	0	0	0	0	0	0	0	0	0	0	0

Hours	0	0	0	8	16	0	34	0	0	124	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$984.00	\$1,584.00	\$0.00	\$4,318.00	\$0.00	\$0.00	\$22,320.00	\$0.00

SUBTOTAL - SALARIES: \$29,206.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$111.00
Postage/Freight/Courier	\$75.00
Office Supplies/Equipment	\$40.00
Survey Supplies	\$100.00
Travel Costs	\$468.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$794.00

SUBTOTAL: \$30,000.00

SUBCONSULTANTS FEE: \$32,905.00

TOTAL FEE: \$62,905.00

APPENDIX B

**CITY OF CONWAY
NEW CONWAY MUNICIPAL AIRPORT - OBSTRUCTION SURVEYS**

Additional Survey Services

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	S-5	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)
	\$78.13	\$58.65	\$47.36	\$40.87	\$32.82	\$29.08	\$42.07	\$49.77	\$62.32	\$77.42	\$91.55
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Surveys											
Coordinatio with Aerometric				1	2		4				
Obstruction Measurement							2			15	
Map Checks and Attribute Data Update										15	
Reduce Field Survey Data							4				
Subtotal - Surveying	0	0	0	1	2	0	10	0	0	30	0
2. Surveys - Property											
Subtotal - Surveying	0	0	0	0	0	0	0	0	0	0	0

Hours	0	0	0	1	2	0	10	0	0	30	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$40.87	\$65.64	\$0.00	\$420.70	\$0.00	\$0.00	\$2,322.60	\$0.00

SUBTOTAL - SALARIES: \$2,849.81

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD \$5,522.65

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$45.00
Postage/Freight/Courier	\$44.00
Office Supplies/Equipment	\$34.20
Survey Supplies	\$100.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$323.20

SUBTOTAL: \$8,695.65

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$1,304.35

TOTAL FEE: \$10,000.00

APPENDIX C

AIRPORT IMPROVEMENT AID PROJECT: TBD
STATE: ARKANSAS

CERTIFICATION OF ENGINEER

I hereby certify that I am _____ and duly authorized representative of the firm of GARVER, LLC, whose address is 4701 NORTHSHORE DRIVE, NORTH LITTLE ROCK, ARKANSAS, 72118, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By _____

DATE:

APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- 1.1 Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - 1.5.1. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - 1.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.6 Incorporation of Provisions. The Engineer shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13): The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29) The Engineer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Engineer receives from the Sponsor. The Engineer agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

No Federal appropriated funds shall be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

5. ACCESS TO RECORDS AND REPORTS

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

8. TRADE RESTRICTION CLAUSE

The Engineer or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 8.1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 8.2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 8.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Engineer or subcontractor who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor unless it has

knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

9. TERMINATION OF CONTRACT

- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 9.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 9.3. If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph (b) of this clause.
- 9.5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Engineer certifies, by submission of this contract or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this contract.

11. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.



Geospatial Solutions

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www.aerometric.com



December 1, 2011

Mr. Blake Roberson
Garver
4701 Northshore Drive
North Little Rock, AR 72118

Project: Conway Municipal Airport – Airport Aeronautical Survey | E111-8116

Dear Mr. Roberson:

Pursuant to your request, AeroMetric is pleased to submit this summary of work describing the services required for aeronautical data collection for GPS-LPV Approaches at the Conway Municipal Airport. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- ➔ AC 150/5300-16A "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey."
- ➔ AC 150/5300-17B "General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey."
- ➔ AC 150/5300-18B "General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards."

Summary of Work

We understand that the purpose of this project is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7. See Attached Exhibit for Airspace Analysis Surface.

For this project, we will acquire new vertical stereo aerial photography, leaf-on at a nominal scale of 1"=1,333' and 1" = 600', of the obstruction surface areas. The aerial photography covers all of the VG Airspace Analysis surfaces using natural color film during leaf-on conditions.

From the aerial photography, we will produce the following:

- Limited landmark feature planimetric mapping outside of the airport area
- Color Digital Orthophotos with a 1 foot pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards, FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

Airspace analysis shall be provided for runways 5/23 and will including all of the approximately 30,000 acre VGA obstruction surfaces. Please note this proposal is based upon mapping of the runway coordinate ends as defined by ALD documents provided by Garver. This proposal will require a revision if analysis is required for both the runway and the ultimate runway. Please see the attached exhibit.

Control Surveying

Airborne GPS (ABGPS) will be obtained simultaneously with the acquisition of the aerial photography, which will be used as the control base for geo-referencing the aerial imagery. AeroMetric will process and differentially correct the ABGPS data using continuously operating reference stations (CORS). The final project datum shall be as follows:

- Horizontal: North American Datum of 1983/2007 (NAD 83(NSRS2007)), in the Arkansas State Plane Coordinate System, North Zone, in US survey feet
- Vertical: North American Vertical Datum of 1988 (NAVD 88) and ellipsoid heights

Garver will be responsible for the on-site ground surveys including but not limited to the following:

- Establishing airport Primary Airport Control Stations (PACS) and Secondary Airport Control Stations (SACS) in accordance with the guidelines established in AC 150/5300-16A
- Obtaining all necessary photo-identifiable ground control check points required to validate the ABGPS control
- Control of all the airport runway end positions
- Collection of vertical profiles for the runway being considered for the instrument approach
- Collection of the position, elevation, and (where required) the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- Control for any obstruction obstacles or airport planimetric features that cannot be collected by photogrammetric methods
- Complete map checks for feature attribute data and update the final map file attribution.

AeroMetric proposes to provide attributes that can be determined by photogrammetric methods. Any additional attribute data required will be the responsibility of Graver.

Orthophoto Mapping

AeroMetric will use the control solution and scans of the aerial negatives to generate a Digital Elevation Model (DEM) for the VG surfaces. The aerial scans will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos will be developed with a 1.0' pixel resolution and be delivered in a GeoTIFF via external hard drives.

VGA Obstruction Surveys

For the VGA Obstructions Surfaces our production personnel will satisfy the following requirements of the AC 150/5300-18B:

- 2.7.1.2 Analysis of Runways with Vertically Guided Operations
- (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and field surveyed elevations for the obstruction.

The obstruction deliveries will include the off-airport landmark planimetric mapping and the airport planimetric mapping and attribution data. Attribute data collection will be limited to photogrammetric attributions only.

The final data will be delivered in a format to work with AutoCAD-civil 3D. Feature attributes will be built into a spreadsheet (with key object identifiers). Delivery formats can continue to be discussed and adjusted between Garver and AeroMetric as the project continues to develop.

Production Schedule

AeroMetric will work with Garver to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, if the project should be interrupted by problems beyond AeroMetric's control, including lengthy FAA and NGS review times, rescheduling may become necessary.

Deliverables

AeroMetric will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17B project data deliveries that will not be submitted through the web site will be delivered on external hard drives to NGS and the FAA.

Other than the 17B delivery, we will deliver the following items to Garver and the FAA:

- Digital Limited Landmark detail in AutoCAD format
- Color digital orthophotos with a 1.0' pixel resolution
- Obstruction Survey data in AutoCAD/Excel format
- Photogrammetric attribute data in defined format – Exhibit Spreadsheet
- FGDC Compliant Metadata

All digital files will be delivered on external hard drive and upon approval by Garver, AeroMetric will upload deliverables to the FAA's aGIS website.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. \$32,905.00.

AeroMetric shall submit monthly invoices for the percentage of the project completed. Payments are due within 30 days of invoice date. Past due balances will be subject to a service charge at the rate of 1.5% per month.

Client Responsibilities

Garver will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by AeroMetric.

Garver will provide AeroMetric with access to the Conway Municipal Airport's account on the AGIS website.

Garver will assist AeroMetric in preparation of the statement of work and work plans. AeroMetric will upload the statement of work and work plans to the AGIS website for approval.

AeroMetric Representative

Cliff Mefford, Administrative Contact, Bob Vander Meer, Project Manager and Marlin Zook, Technical Manager, will represent AeroMetric during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the proposed services. Each is authorized to commit the necessary resources towards completing the services described herein.

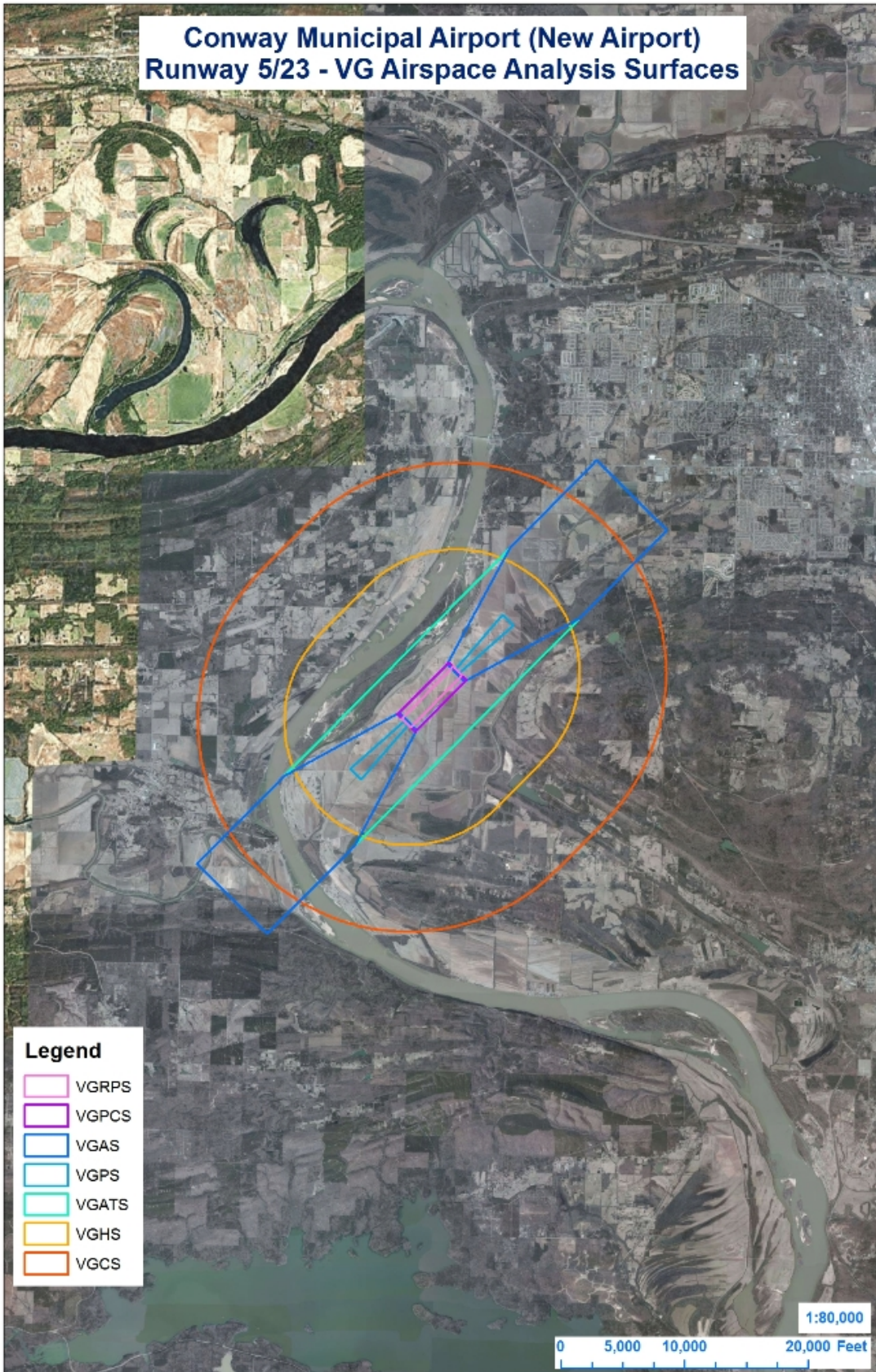
We look forward to working with you and your staff to complete this project in a timely and cost-effective manner. Should you have any questions, please call me.

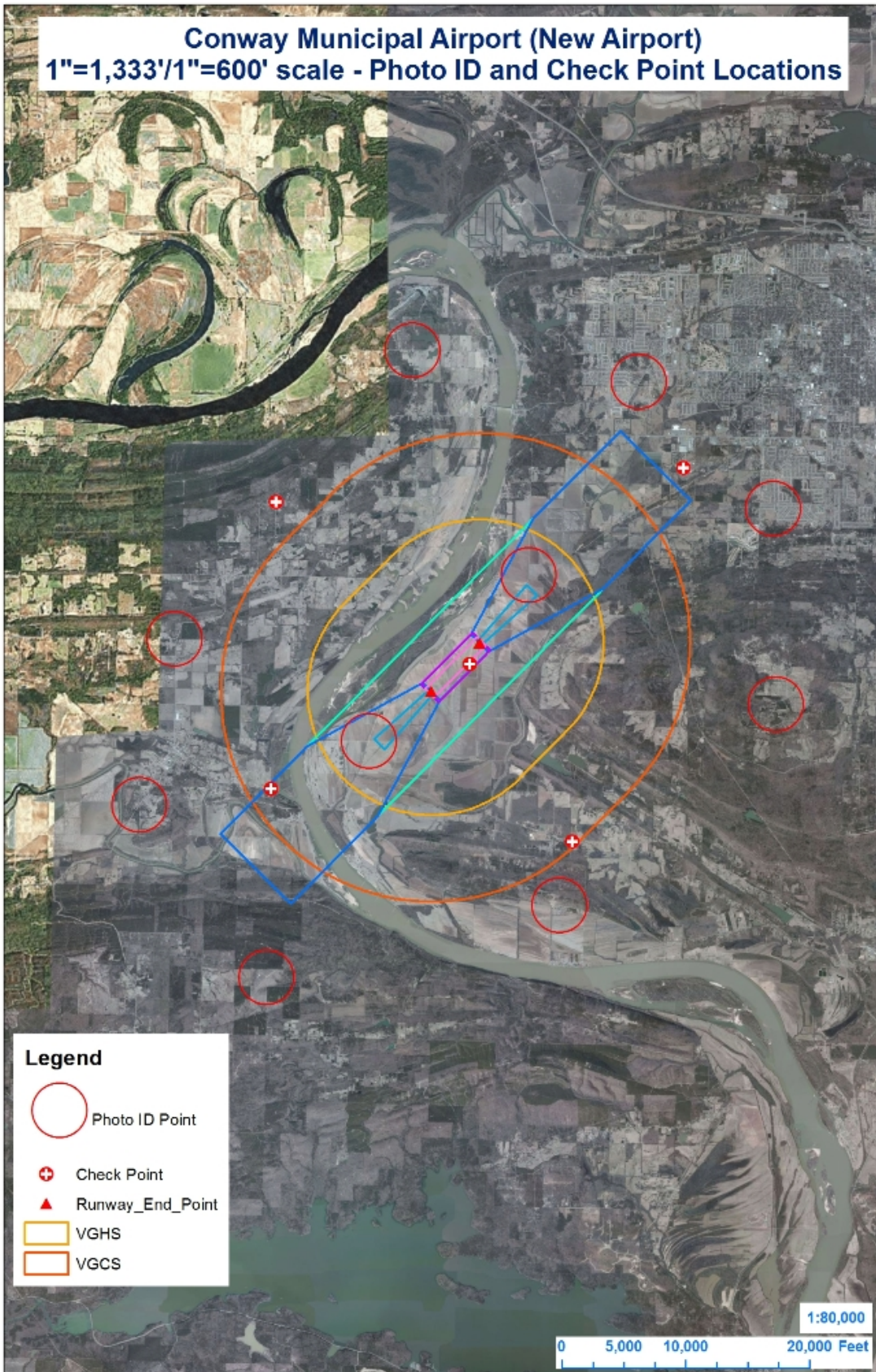
Best regards,

A handwritten signature in black ink, appearing to read "Cliff Mefford".

Clifford F. Mefford, RPP, CP

Conway Municipal Airport (New Airport) Runway 5/23 - VG Airspace Analysis Surfaces







City of Conway, Arkansas
Ordinance No. O-12-_____

AN ORDINANCE AMENDING TITLE 11 OF THE CONWAY MUNICIPAL CODE; UPDATING THE CITY ELECTRICAL CODE BY ADOPTION OF THE 2011 NATIONAL ELECTRICAL CODE AND AMENDING ADMINISTRATIVE PROVISIONS FOR THE ENFORCEMENT OF THE ELECTRICAL CODE, REPEALING ANY ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, the Mayor and City Council desire to amend Title 11 of the Conway Municipal Code to update the City Electrical Code to coincide with the State adopted Electrical Code and to update the administrative provisions of the Electrical Code to allow for the effective enforcement of said code;

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

SECTION 1. Title 11 and its Chapter 11.04, Section 11.04.01 shall be amended by deletion of previous language and insertion of the following:

11.04.01 Electrical Code adopted by reference That there is hereby adopted by the City of Conway, Arkansas, pursuant to A.C.A. 14-55-207(a), for the purpose of establishing rules and regulations for the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electrical systems as herein provided; providing for the issuance of permits and collection of fees thereto so as to safeguard life, health, and public welfare and the protection of property, that certain Electrical Code known as the National Electrical Code, 2011 edition thereof, as well as subsequent editions as adopted by the State of Arkansas, and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling in the construction and installation of all electrical work and electrical systems within the corporate limits of the City of Conway, Arkansas, except as regulated by other ordinances of this code.

SECTION 2. Not less than three (3) copies of this code, or the pertinent parts thereof, have been and are now filed in the office of the Clerk/Treasurer of the City of Conway, Arkansas, for inspection and view by the public prior to the passage of this ordinance, and the same are hereby adopted and incorporated, as amended, as fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling in the construction of all electrical systems within the corporate limits of the City of Conway, Arkansas, except as regulated by other ordinances of the Conway Municipal Code.

SECTION 3. Pursuant to A.C.A. 14-55-207©, the City Clerk of the City of Conway has published a public notice, by publication in a paper of general circulation within the City of Conway, stating that copies of code, or the pertinent parts thereof, are open to public examination prior to passage of this ordinance.

SECTION 4. Title 11 and its Chapter 11.04, Section 11.04.02 shall be amended by deletion of previous language and insertion of the following:

11.04.02 Code Official. The officer or other designated authority charged with the administration and enforcement of the City Electrical Code, or a duly authorized representative shall be recognized as the Code Official.

11.04.02.01 Duties and Powers of the Code Official. The Code Official shall have the duty and is hereby authorized, empowered and directed to:

- A. See that all provisions of this ordinance are fully complied with, and to inspect all the electrical work done within the corporate limits for lighting, power or heating, and shall keep proper and permanent records of such inspections; he shall report the results of inspections to the general or electrical contractor or to the owner or occupant of the building or structure in or on which the electrical work is being done or has been done, and cause to be corrected any deviation from the requirements of this ordinance, or issue approval in writing when said requirements are found to be satisfied.
- B. Inspect all interior wires and wiring and all electrical apparatus conducting or utilizing electrical current for any purpose whatsoever, within the limits of the City of Conway. He/she shall be empowered to make such tests as he may deem necessary to ascertain the condition of such wiring, apparatus or appliances and he/she shall have the right to remove or compel the removal of any obstructions, such as lath, plastering, ceiling or flooring which may hinder a full and complete inspection of such wires or apparatus. He/she may remove or compel the removal of conductors which are enclosed in conduit or otherwise inaccessible for complete inspection. When said conductors or appliances are not in accordance with the requirements of this ordinance, or found to be unsafe to life or property, he/she shall have the right to condemn such conductors or appliances as hereinafter provided.
- C. Enter any building, manhole, subway or premises in discharging his duties or for the purpose of making any inspection or tests of any electrical apparatus contained therein. He/she shall have the power to make arrests for the violation of any of the provisions of this ordinance, and to compel the suspension of any electrical work being done in a manner prohibited by this ordinance.
- D. Inspect or re-inspect at his option, all interior wiring or apparatus conducting or using electrical current for lights, heat or power, and when the said conductors or apparatus are found to be unsafe to life or property, he/she shall notify the person, firm or corporation owning, using or operating them, to place the same in a safe and secure condition within forty-eight (48) hours; or within such further time as the electrical inspector shall determine is necessary.
- E. Render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purposes of this code.

11.04.02.02 Unlawful Interference. It shall be unlawful for any person, firm or corporation to hinder or interfere with the code official in the discharge of his/her duties under this ordinance.

11.04.02.03 Liability. The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for an damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings.

The code official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any official, officer or employee, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

SECTION 5. Title 11 and its Chapter 11.04, Section 11.04.03 shall be amended by deletion of previous language and insertion of the following:

11.04.03 Permits. No installation, alteration or removal shall be made in/or of the wiring of any building or structure for light, heat, or power or to increase the load of energy carried by such wires or equipment nor shall any building or structure be wired for electric lights, appliances, motors, apparatus or heating devices nor alterations made thereto without a written permit therefore being first obtained from the city by the person firm or corporation having direct charge of such installation, except for the following work exempt from permits:

- A. Listed cord and plug connected temporary decorative lighting.
- B. Reinstallation of attachment plug receptacles, but not the outlets therefore.
- C. Repair or replacement of branch circuit overcurrent devices of the required capacity in the same location.
- D. Temporary wiring for experimental purposes in suitable experimental laboratories.
- E. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
- F. Minor repair to or replacement of common receptacles, light switches, lights and/or light fixtures, appliances or equipment when no addition to or replacement of wiring is done.
- G. Work performed by employees of the firm or corporation engaged in providing the generation and distribution of electrical energy for light, heat or power, or the electrically operated transportation when such work is conducted on the electrical systems owned by the utility company.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for work to be done in violation of the provisions of this code or other laws or ordinances of this jurisdiction.

SECTION 6. Title 11 and its Chapter 11.04, Section 11.04.04 shall be amended by deletion of previous language and insertion of the following:

11.04.04 Inspection. Upon the completion of the wiring, installation or alteration of any building or structure for light, heat, power, appliance or apparatus, it shall be the duty of the person, firm or corporation having direct charge of such to notify the code official who shall, as early as possible, inspect such wiring, installation, appliance and apparatus and if installed, altered and constructed in compliance with the permit and in accordance with the requirements of this ordinance, he/she shall provide written approval of satisfactory inspection, which shall contain the date of such inspection and the result of his examination, but no such approval shall be issued unless such electric wiring, motors, heating devices, appliances and apparatus be in strict accord with the rules and requirements and the spirit of this ordinance, nor shall current be turned on such installation, equipment, appliance, motors, heating devices and apparatus until said approval is issued.

11.04.04.01 Required Inspections. The following inspections shall be required:

- A. **Underground.** Underground inspection shall be made after trenches or ditches are excavated and bedded, piping and conductors installed, and before backfill is put in place. Where excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage or break the raceway, cable or conductors, or where corrosive action will occur, protection shall be provided in the form of granular or selected material, approved running boards, sleeves or other means.
- B. **Rough-in.** Rough-in inspection shall be made after roof, framing, fireblocking and bracing are in place and wiring and other components to be concealed are complete, and prior to installation of wall or ceiling membranes. No job shall be considered as completely roughed-in until all joints have been soldered, rubber and friction taped, or approved connectors used, pigtails provided for the hanging of fixtures and overcurrent devices installed in the electrical panels.

- C. **Final.** The final inspection shall be made after all work required by the permit is completed. It is the responsibility of the electrical contractor to arrange for the structure or structures to be open in order that the inspection can be made. Occupied structures or structures containing personal property will not be entered by the inspector unless accompanied by the owner or owner's representative.

SECTION 7. Title 11 and its Chapter 11.04, Sections 11.04.05, 11.04.15, 11.04.16, 11.04.17, 11.04.19, 11.04.20, 11.04.21, 11.04.22, 11.04.23, 11.04.24 and 11.04.28 shall be amended by deletion of previous language in its entirety.

SECTION 8. Title 11 and its Chapter 11.04, Section 11.04.06 shall be amended by deletion of previous language and insertion of the following:

11.04.06 Bond required. Every person, firm or corporation doing business in the City of Conway as a licensed electrical contractor shall file with the City of Conway a bond in the penal sum of Five Hundred Dollars (\$500.00) with a recognized corporate surety, authorized to do business in the State of Arkansas; provided, however, that in lieu thereof any person,, firm or corporation may deposit with the City of Conway the sum of Five Hundred Dollars (\$500.00) in U.S. currency, together with his personal bond therefore conditioned as hereinafter set forth.

The bond and surety shall be approved by the City Attorney of Conway, said bond being conditioned, however, that the principal will hold harmless the City of Conway, Arkansas, or any resident of said City against loss or damage by reason of faulty or improper electrical work done or suffered by said principal, and conditioned further that the principal shall strictly comply with the ordinances of the City of Conway governing such work; that the principal will do or suffer no work to be done without a permit, and will report work done for inspection by the city electrical inspector in conformity with the laws and ordinances of the City of Conway.

SECTION 9. Title 11 and its Chapter 11.04, Section 11.04.08 shall be amended by deletion of previous language and insertion of the following:

11.04.08 Penalty. Any person violating any of the provisions of this ordinance shall, upon conviction thereof, be deemed guilty of a misdemeanor and shall be fined not less than Fifty Dollars (\$50.00) nor more than Three Hundred Dollars (\$300.00) for each offense, and each day such violation shall continue shall constitute a separate offense. (Ord. No. A-334, Sec. 19)

SECTION 10. Title 11 and its Chapter 11.04, Section 11.04.09 shall be amended by deletion of previous language and insertion of the following:

11.04.09 Licensing of Electricians. Persons, firm and/or corporations performing electrical work in the City of Conway shall be licensed to perform such work in accordance with the State of Arkansas Electrical Licensing Laws except,

A) Any individual desiring to perform his own electrical work personally shall not be required to make the required bond or to obtain the required license, but shall be required to obtain the regular permit if said work is to be done on a single family residence to be occupied by the individual seeking the permit, and said single family residence is to be used as his own permanent home, and not for the public, generally, or for any single family residence built for resale. Provided, that such individual shall satisfactorily complete a written examination prepared by the City Electrical Inspector which shall test the individual on basic electrical knowledge and demonstrate to the City Inspector that the individual has the minimal experience and knowledge necessary to safely perform his own electrical work. (Ord. No. O-01-61, Sec. 1)

B) Employees of the firm or corporation engaged in providing the generation and distribution of electrical energy for light, heat or power, or the electrically operated transportation when such work is conducted on the electrical systems owned by the utility company.

11.04.09.01 Electrical Licensing Requirements. A copy of the State Electrical License for each state licensed master electrician shall be provided to the City to be kept on file. Such licensing information shall

indicate the name of the electrical company the master electrician represents. No licensed master electrician can represent more than one (1) firm at a time.

SECTION 11. Title 11 and its Chapter 11.04, Section 11.04.25 shall be amended by deletion of previous language and insertion of the following:

11.04.25 Local Amendments to the Electrical Code hereby adopted. The Electrical Code hereby adopted is amended by adding the following language:

- A. All electrical work of any kind and all systems shall satisfactorily fulfill the purpose for which it is installed and all work shall be executed in a good and workmanlike manner. Slipshod work or work not in keeping with good electrical practice shall be classified as defective and shall be immediately corrected by persons causing the same.
- B. Residences and apartments shall be done with wire not smaller than No. 14 gauge wire, allowing ten (10) outlets per 15 amp circuit and twelve (12) outlets per 20 amp circuits. Provided, however, in residences and apartments, laundry rooms shall have not more than two (2) outlets per circuit, and kitchen above counters shall have not more than (4) four duplex receptacles per circuit installed with wire not smaller than No. 12 gauge. (O-07-161)
- C. Non metallic sheathed cable is not permitted except in single family dwellings, two-family dwellings, townhouses and multifamily apartment uses.
- D. Aluminum wire is prohibited other than feeders and service with no smaller than No. 4 gauge. (O-07-161)
- E. Residential Master Electricians, as defined by the Arkansas Board of Electrical Examiners shall be limited to pulling electrical permits for residential dwelling units with up to four attached units and their accessory structures.

SECTION 12. Title 11 and its Chapter 11.04, Section 11.04.26 shall be amended by deletion of previous language, except for Section 1104.26E.

SECTION 13. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict.

SECTION 14. This ordinance is necessary for the protection of the 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 24th day of January, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY, ARKANSAS

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

J. Lynn Hicks, CBO - Building Official / Assistant Director of
Permits, Inspections & Code Enforcement
Phone 501-450-6107 Fax 501-450-6144



MEMO

TO: Mr. Bryan Patrick
FROM: Lynn Hicks
DATE: 1-5-12
**SUBJECT: Proposed Update of the
City Electrical Code**

The State of Arkansas has adopted the 2011 National Electrical Code, effective statewide on December 15, 2011.

The City of Conway has currently adopted the 2008 National Electrical Code as the cities electrical code and unless updated to coincide with the State adopted Electrical Code, the contracting community will be required to comply with two different editions of electrical codes.

Also, the upgrade to newer edition of the code provides the citizens of Conway with the safety and protection afforded by the most updated and evolved codes for the installation of electrical systems.

The proposed upgrade also cleans up several issues related to the administrative provisions applicable to the application of the electrical code.

With your support I would like to recommend presentation of an ordinance to the Mayor and City Council to update the City Electrical Code to the 2011 edition of the National Electrical Code.

If you have any questions or need any additional information, please advise.



City of Conway, Arkansas
Ordinance No. O-12- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 2505 EAST OAK STREET FROM MF-2 TO I-3:

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

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

Tract #1 – A part of the NW¼ NE¼ of Section 9, Township 5 North, Range 13 West, Faulkner County, Arkansas being more particularly described as follows:

Commencing at the SW corner of said NW¼ NE¼ Thence S88-49-04E, 710.99 feet along the south line of said NW¼ NE¼ to the point of beginning; thence leaving said south line N00-07-07W, 518.76 feet to a point; thence S89-15-47E, 297.48 feet to a point on the west right of way line of the fairgrounds access road; thence along said west right of way S00-06-50E, 521.07 feet to a point on the south line of said NW¼ NE¼ thence along said south line N88-49-04W, 297.48 feet to the point of beginning, containing 3.55 acres more or less.

Tract #2: A part of the NW¼ NE¼ of Section 9, Township 5 North, Range 13 West, Faulkner County, Arkansas being more particularly described as follows:

Beginning at the SW corner of the NW¼ NE¼ Section 9, thence along the west line of said NW¼ NE¼ N00-11-48W, 685.17 feet to a point; thence leaving said west line S89-15-47E, 259.96 feet to a point; thence S00-11-48E, 171.93 feet to a point; thence S89-15-47E, 451.62 feet to a point; thence S00-07-07E, 518.76 feet to a point on the south line of said NW¼ NE¼, thence along said line N88-49-04W, 710.99 feet to the point of beginning, containing 9.45 acres more or less.

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

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

PASSED this 24th day of January, 2012.

Approved:

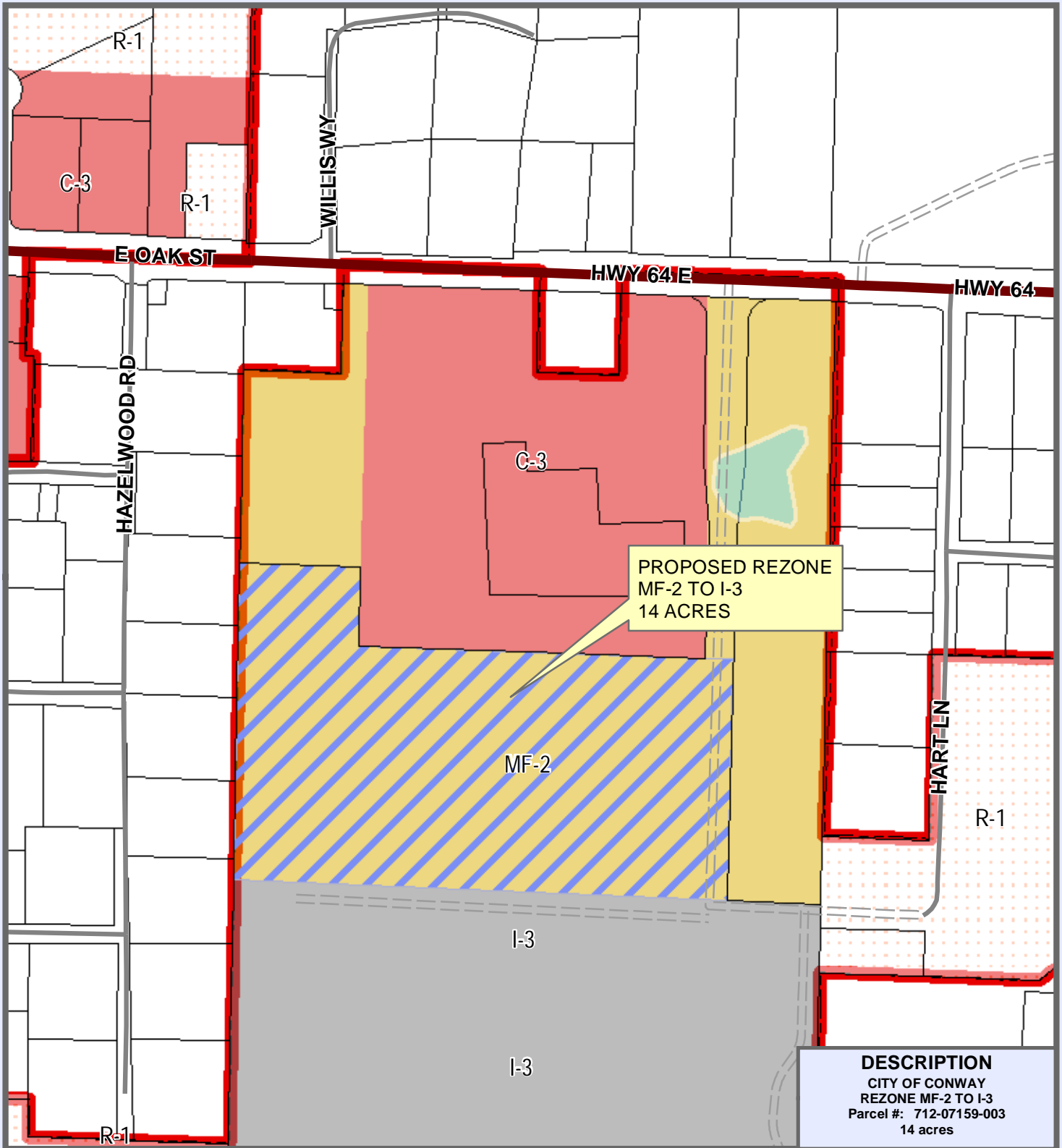
Mayor Tab Townsell

Attest:

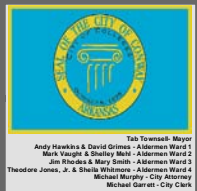
Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY

CITY OF CONWAY REZONE

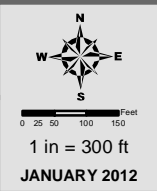


DESCRIPTION
CITY OF CONWAY
REZONE MF-2 TO I-3
Parcel #: 712-07159-003
14 acres



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

0	25	50	100	150
1 in = 300 ft				
JANUARY 2012				



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

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

Printing Date: 1/20/12
 File Name: Map0201201 JAN2012CITY OF CONWAY REZONING
 Prepared By: Jason Lyon



City of Conway, Arkansas
Ordinance No. O-12- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 2501, 2511, AND 2355 EAST OAK STREET FROM MF-2 TO C-3:

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

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

TRACT 1:

A part of the NW¼ NE¼ of Section 9, Township 5 North, Range 13 West, Faulkner County, Arkansas, being more particularly described as beginning at the Southeast Corner of said NW¼ NE¼ and running thence N88°49'04"W along the South Line of said NW¼ NE¼, 201.28 feet to the East Line of the City of Conway property; thence run N00°06'50"W, along said property line, 800.08 feet; thence N05°36'16"E, 150.54 feet; thence N00°06'50"W, 299.29 feet; thence along an arc to the right having a chord bearing and distance of N45°18'42"E, 71.23 feet, arc length of 79.28 feet, and radius of 50.00 feet to the South right of way of Highway #64; thence run along said right of way S89°5'36"E, 135.50 feet to the East Line of said NW¼ NE¼; thence run S00°06'50"E, 1301.68 feet to the Point of Beginning containing 5.85 acres more or less.

TRACT 2:

A strip of land varying in width from 90 feet wide to 60 feet wide situated in the NW¼ NE¼, Section 9, all in T-5-N, R-13-W, Faulkner County, Arkansas said strip being more particularly described as follows: Commencing at the Southeast Corner of said NW¼ NE¼ Section 9, thence N88°49'04"W, along the South Line of said NW¼ NE¼ Section 9, 201.28 feet to the Point of Beginning; thence continuing N88°49'04"W, along the South Line of said NW¼ NE¼ Section 9, 60.02 feet; thence N00°06'50"W along a line parallel to and 261.23 feet west of the East Line of said NW¼ NE¼ Section 9, 799.60 feet; thence N05°48'55"W, 150.99 feet; thence N00°06'50"W along a line parallel to and 276.23 feet west of the East Line of said NW¼ NE¼ Section 9, 300.78; thence 77.80 feet along a curve to the left having a radius of 50 feet and a chord bearing N44°41'18"W, 70.18 feet to the southerly right of way line of U.S. Highway 64; thence S89°15'47"E, 190.021 feet along said southerly right of way line; thence 79.28 feet along a curve to the left having a radius of 50 feet and a chord bearing S45°18'42"W, 71.23 feet; thence S00°06'50"E along a line parallel to and 186.23 feet west of the east line of said NW¼ NE¼ Section 9, 299.29; thence S05°36'16"W, 150.54 feet; thence S00°06'50"E along a line parallel to and 201.23 feet west of the east line of said NW¼ NE¼ Section 9, 800.07 feet to the Point of Beginning and containing 2.108 acres more or less.

TRACT 3:

A part of the NW¼ NE¼ of Section Nine (9), Township Five (5) North, Range Thirteen (13) West, Faulkner County, Arkansas being more particularly described as follows: Commencing at the SW corner of said NW¼ NE¼; thence along the west line N00°11'48"W, 685.17 feet to the Point of Beginning; thence continuing along said west line N00°11'48"W, 415.98 feet to a point; thence leaving said west line S88°43'04"E, 210.00 feet to a point; thence N00°11'48"W, 192.69 feet to a point on the south right of

way of Hwy #64; thence along said south right of way S89°15'47"E, 50.01 feet to a point; thence leaving said right of way S00°11'48"E, 606.67 feet to a point; thence N89°15'47"W, 259.96 feet to the Point of Beginning, containing 2.70 acres more or less.

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

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

PASSED this 24th day of January, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

January 18, 2012

Council Members
Conway, AR 72032

Dear Council Members:

Hart Children's Trust request for rezoning from MF-2 to C-3 for property located at 2501, 2511, and 2355 East Oak Street with the legal description:

TRACT 1:

A part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, Township 5 North, Range 13 West, Faulkner County, Arkansas, being more particularly described as beginning at the Southeast Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ and running thence N88°49'04"W along the South Line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 201.28 feet to the East Line of the City of Conway property; thence run N00°06'50"W, along said property line, 800.08 feet; thence N05°36'16"E, 150.54 feet; thence N00°06'50"W, 299.29 feet; thence along an arc to the right having a chord bearing and distance of N45°18'42"E, 71.23 feet, arc length of 79.28 feet, and radius of 50.00 feet to the South right of way of Highway #64; thence run along said right of way S89°5'36"E, 135.50 feet to the East Line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence run S00°06'50"E, 1301.68 feet to the Point of Beginning containing 5.85 acres more or less.

TRACT 2:

A strip of land varying in width from 90 feet wide to 60 feet wide situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 9, all in T-5-N, R-13-W, Faulkner County, Arkansas said strip being more particularly described as follows: Commencing at the Southeast Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 9, thence N88°49'04"W, along the South Line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 9, 201.28 feet to the Point of Beginning; thence continuing N88°49'04"W, along the South Line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 9, 60.02 feet; thence N00°06'50"W along a line parallel to and 261.23 feet west of the East Line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 9, 799.60 feet; thence N05°48'55"W, 150.99 feet; thence N00°06'50"W along a line parallel to and 276.23 feet west of the East Line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 9, 300.78; thence 77.80 feet along a curve to the left having a radius of 50 feet and a chord bearing N44°41'18"W, 70.18 feet to the southerly right of way line of U.S. Highway 64; thence S89°15'47"E, 190.021 feet along said southerly right of way line; thence 79.28 feet along a curve to the left having a radius of 50 feet and a chord bearing S45°18'42"W, 71.23 feet; thence S00°06'50"E along a line parallel to and 186.23 feet west of the east line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 9, 299.29; thence S05°36'16"W, 150.54 feet; thence S00°06'50"E along a line parallel to and 201.23 feet west of the east line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 9, 800.07 feet to the Point of Beginning and containing 2.108 acres more or less.

TRACT 3:

A part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section Nine (9), Township Five (5) North, Range Thirteen (13) West, Faulkner County, Arkansas being more particularly described as follows: Commencing at the SW corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence along the west line N00°11'48"W, 685.17 feet to the Point of Beginning; thence continuing along said west line N00°11'48"W, 415.98 feet to a point; thence leaving said west line S88°43'04"E, 210.00 feet to a point; thence N00°11'48"W, 192.69 feet to a point on the south right of way of Hwy #64; thence along said south right of way S89°15'47"E, 50.01 feet to a point; thence leaving said right of way S00°11'48"E, 606.67 feet to a point; thence N89°15'47"W, 259.96 feet to the Point of Beginning, containing 2.70 acres more or less.

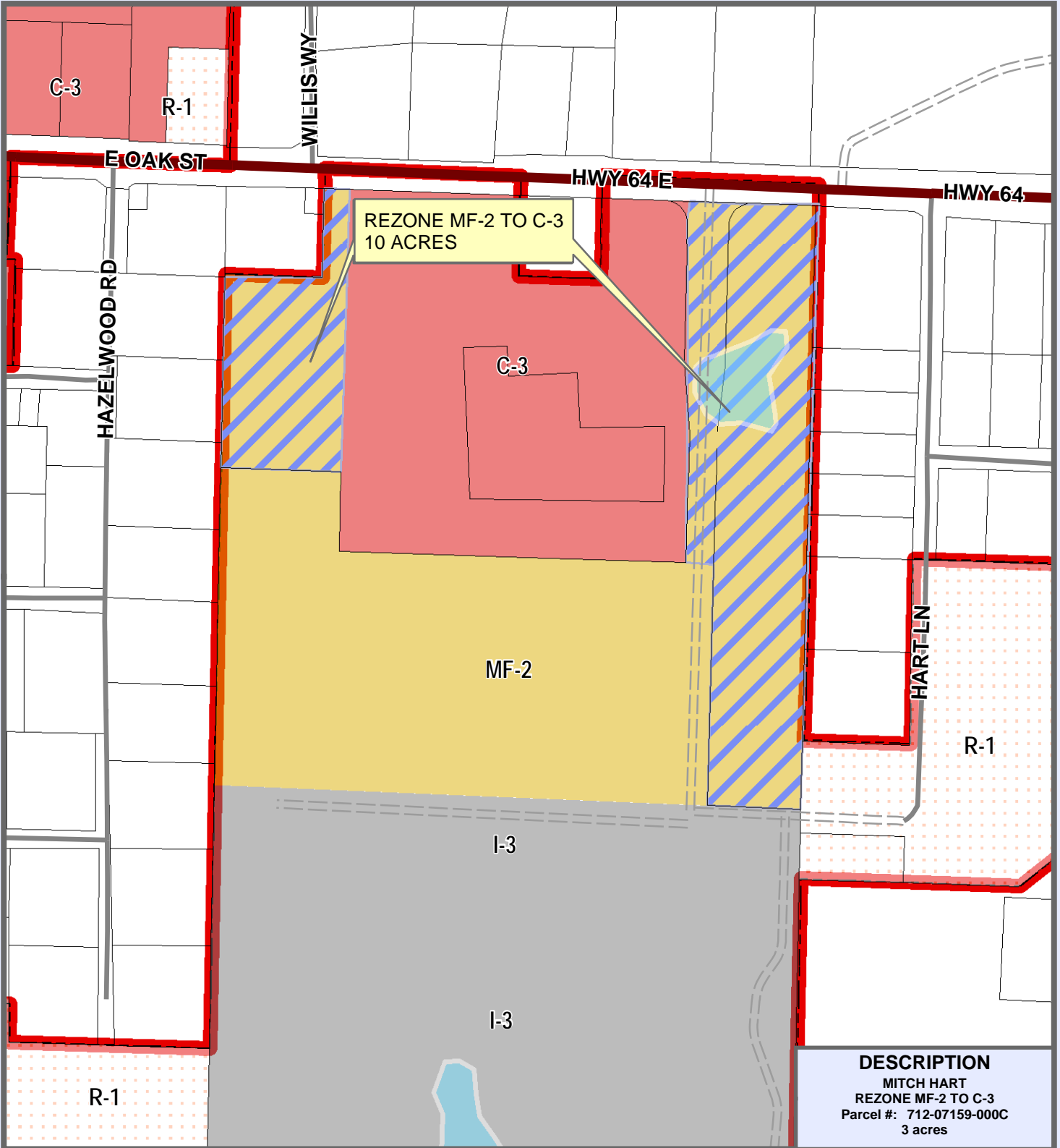
was reviewed by the Planning Commission at its regular meeting on Tuesday, January 17, 2012. The Planning Commission voted 10 – 0 that the request be sent to the City Council with a recommendation for approval.

Submitted by,

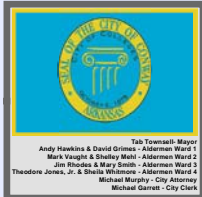
Craig Cloud, Chairman
Planning Commission

CITY OF CONWAY

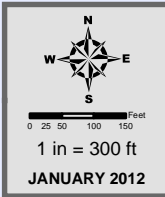
MITCH HART REZONE



DESCRIPTION
MITCH HART
REZONE MF-2 TO C-3
Parcel #: 712-07159-000C
3 acres



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



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

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

Printing Date: 1/20/12
 File Monthly Maps/2012/01/LAND/2012/MITCH HART REZONING
 Prepared By: Jason Lyon

1823'



City of Conway, Arkansas
Ordinance No. 0-09-106

Doc#2009- 18035

Date 09/24/2009

02:08:45 PM

Filed & Recorded in

Official Records of

Faulkner County

RHONDA WHARTON

FAULKNER COUNTY CIRCUIT CLERK

Fees \$20.00

by _____

[Signature]
#327602

D.C.

AN ORDINANCE DEDICATING CERTAIN LANDS FOR PUBLIC USE AS A FAIRGROUND AND PARKS; AND FOR OTHER PURPOSES:

WHEREAS, the City has acquired title to the following real property for use as a fairground and other public park purposes:

The SW 1/4 NE 1/4, Section 9, Township 5 North, Range 13 West, 40 acres, more or less, in Faulkner County, Arkansas.

WHEREAS, it is the express intention of the city council of the City of Conway that said lands shall be dedicated for use as a fairground, exposition center and other public park purposes; and

WHEREAS, it is the express intention of the city council of the City of Conway said lands are considered of a public nature, to be held in trust by the public and for the public to have standing to enforce the terms herein, solely for the purposes of a fairground, exposition center or public park, regardless of said land's present or future zoning classifications; and

WHEREAS, it is the express intention of the city council of the City of Conway that, pursuant to said public dedication, said lands shall not be leased for uses not related to fairgrounds, exposition center, or public park purposes; further, said lands shall not be sold by the City; and

WHEREAS, it is the express intention of the city council of the City of Conway to rely upon the distinctions set out in the case of *Lester v. Walker*, 177 Ark. 1097 (1928) and other consistent authority for accomplishing the purposes set out herein.

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

Section 1: That the conveyance and acceptance of the lands described above is made subject to the express condition that the City shall, acting in trust for the public and for the public to have standing to enforce the terms herein, use these lands for fairgrounds, exposition center or public park purposes, regardless of the current or future zoning classification of said lands.

Section 2: That the City of Conway shall not lease said lands for uses not related to fairgrounds, exposition center, or public park purposes; further, said lands shall not be sold by the City.

Section 3: That all ordinances in conflict herewith are hereby repealed to the extent of that conflict.

Passed this 1st day of September, 2009

APPROVED:

[Signature of Tab Townsell]

Mayor Tab Townsell

ATTEST:

[Signature of Michael O. Garrett]

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-12-__

AN ORDINANCE CLARIFYING RESIDENTIAL AND COMMERCIAL SANITATION FEES; AMENDING ORDINANCE NO. O-11-77; AND FOR OTHER PURPOSES.

WHEREAS, this ordinance is intended to further clarify the fees charged for residential and commercial sanitation services.

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

SECTION 1: That portions of Sections 1 and 2 of Ordinance No. O-11-77 are hereby amended to read as follows, (repealing that which is lined through and adding that which is in **bold**):

SECTION 1: That the residential sanitation collection fees for residents of the City of Conway (as defined in prior ordinances for homes, ~~apartments~~, residences, mobile homes and dwelling units, **excluding trailer and mobile home parks, which are treated as commercial pursuant to Ordinance No. O-06-167**) shall be charged at the rate of \$12.90 per month. That this amount includes all fees and surcharges currently set out in prior ordinances, including Ordinance No. A-454, as amended; No. O-97-10 as amended; No. O-00-165 as amended and No. O-03-18 as amended. With respect to residential sanitation fees and surcharges, those amounts set out in Ordinance No. A-454, as amended, No. O-97-10, as amended, No. O-00-165 as amended, and No. O-03-18, as amended are hereby repealed to the extent of any conflict with this ordinance.

SECTION 2: That the commercial sanitation collection fees for each separate retail or wholesale business or commercial establishment, as defined in prior ordinances, **including Ordinance No. O-06-167**, shall be charged at the rates set out in the chart below and shall be effective **April 1, 2012.**

Conway Sanitation Commercial Customers Monthly Fees

2 Yard Dumpsters

# of Dumpsters	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	Rental Fees
1	\$ 55.92	\$ 116.64	\$ 180.48	\$ 240.64	\$ 315.20	\$ 386.40	\$ 30.00
2	\$ 108.64	\$ 224.64	\$ 362.40	\$ 483.20	\$ 604.00	\$ 724.80	\$ 60.00
3	\$ 164.48	\$ 354.40	\$ 531.60	\$ 708.80	\$ 886.00	\$ 1,063.20	\$ 90.00
4	\$ 216.64	\$ 467.20	\$ 700.80	\$ 934.40	\$ 1,168.00	\$ 1,401.60	\$ 120.00
5	\$ 283.20	\$ 580.00	\$ 870.00	\$ 1,160.00	\$ 1,450.00	\$ 1,740.00	\$ 150.00
6	\$ 346.40	\$ 692.80	\$ 1,039.20	\$ 1,385.60	\$ 1,732.00	\$ 2,078.40	\$ 180.00

3 Yard Dumpsters

# of Dumpsters	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	Rental Fees
1	\$ 83.48	\$ 172.48	\$ 271.68	\$ 370.40	\$ 463.00	\$ 555.60	\$ 30.00
2	\$ 164.48	\$ 354.40	\$ 531.60	\$ 708.80	\$ 886.00	\$ 1,063.20	\$ 60.00
3	\$ 255.68	\$ 523.60	\$ 785.40	\$ 1,047.20	\$ 1,309.00	\$ 1,570.80	\$ 90.00
4	\$ 346.40	\$ 692.80	\$ 1,039.20	\$ 1,385.60	\$ 1,732.00	\$ 2,078.40	\$ 120.00

5	\$ 431.00	\$ 862.00	\$ 1,293.00	\$ 1,724.00	\$ 2,155.00	\$ 2,586.00	\$ 150.00
6	\$ 515.60	\$ 1,031.20	\$ 1,546.80	\$ 2,062.40	\$ 2,578.00	\$ 3,093.60	\$ 180.00

6 Yard Dumpsters

# of Dumpsters	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	Rental Fees
1	\$ 164.48	\$ 354.40	\$ 531.60	\$ 708.80	\$ 886.00	\$ 1,063.20	\$ 53.00
2	\$ 346.40	\$ 692.80	\$ 1,039.20	\$ 1,385.60	\$ 1,732.00	\$ 2,078.40	\$ 106.00
3	\$ 515.60	\$ 1,031.00	\$ 1,546.80	\$ 2,062.40	\$ 2,578.00	\$ 3,093.60	\$ 159.00
4	\$ 684.80	\$ 1,369.60	\$ 2,054.40	\$ 2,739.20	\$ 3,424.00	\$ 4,108.80	\$ 212.00
5	\$ 854.00	\$ 1,708.00	\$ 2,562.00	\$ 3,416.00	\$ 4,270.00	\$ 5,124.00	\$ 265.00
6	\$ 1,023.20	\$ 2,046.40	\$ 3,069.60	\$ 4,092.80	\$ 5,116.00	\$ 6,139.20	\$ 318.00

8 Yard Dumpsters

# of Dumpsters	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	Rental Fees
1	\$ 216.64	\$ 467.20	\$ 700.80	\$ 934.40	\$ 1,168.00	\$ 1,401.60	\$ 83.00
2	\$ 459.20	\$ 918.40	\$ 1,377.60	\$ 1,836.80	\$ 2,296.00	\$ 2,755.20	\$ 166.00
3	\$ 684.80	\$ 1,369.60	\$ 2,054.40	\$ 2,739.20	\$ 3,424.00	\$ 4,108.80	\$ 249.00
4	\$ 910.40	\$ 1,820.80	\$ 2,731.20	\$ 3,641.60	\$ 4,552.00	\$ 5,462.40	\$ 332.00
5	\$ 1,136.00	\$ 2,272.00	\$ 3,408.00	\$ 4,544.00	\$ 5,680.00	\$ 6,816.00	\$ 415.00
6	\$ 1,361.60	\$ 2,723.20	\$ 4,084.80	\$ 5,446.40	\$ 6,808.00	\$ 8,169.60	\$ 498.00

SECTION 8: All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 24th day of January, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

City of Conway
 Monthly Financial Report - General Fund
 For the month ended December 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>
Revenues						
Ad Valorem Tax	2,347,502	288,119	2,303,029		44,473	98%
Payments in Lieu of Tax	151,000	(13,243)	32,686		118,314	22%
State Tax Turnback	1,478,000	59,277	1,454,269		23,731	98%
Sales Tax	15,387,000	1,271,344	15,112,630		274,370	98%
Beverage Tax	96,000	30,236	173,008		(77,008)	180%
Franchise Fees	2,813,000	214,576	2,717,890		95,110	97%
Airport Revenue	30,114	6,140	71,164		(41,050)	236%
Airport Fuel Sales .05 / GAL	7,500	590	9,141		(1,641)	122%
Permits	725,700	28,106	541,461		184,239	75%
ACIEA Revenues	2,000	(532)	(4,825)		6,825	-241%
Dog Tags & Fees	25,000	1,970	23,724		1,276	95%
Municipal Court Fines and Fees	799,751	51,487	733,626		66,125	92%
Law Enforcement	547,813	94,342	882,160		(334,347)	161%
Federal Grant Revenues	12,517	-	236,200		(223,683)	1887%
Insurance Proceeds	9,695	2,773	36,426		(26,732)	376%
Parks	584,000	21,662	434,389		149,611	74%
Interest Income	15,000	19	1,858		13,142	12%
Act 749 Public Safety	9,000	15	974		8,026	11%
Donations	27,664	1,391	8,368		19,296	30%
Act 833 Revenue	90,000	-	79,220		10,780	88%
Other Grant Revenues	57,991	-	-		57,991	0%
Miscellaneous Revenues	220,562	6,688	139,257		81,305	63%
Transfers from Other Funds	699,699	-	1,111,870		(412,171)	159%
Fund Balance Appropriation	1,058,510	-	-		1,058,510	0%
Total Revenues	27,195,018	2,064,959	26,098,524	-	1,096,494	96%
Expenditures						
Admin (Mayor, HR, Safety)	485,526	33,997	433,846	2,290	49,390	89%
Finance	441,230	25,945	426,212	-	15,018	97%
City Clerk/Treasurer	194,710	10,234	169,649	-	25,061	88%
City Council	88,273	6,997	83,645	-	4,628	95%
Permits and Planning	723,151	57,528	710,669	50	12,432	98%
Physical Plant	436,304	29,716	393,911	50	42,344	91%
Fleet Maintenance	247,022	24,281	211,381	248	35,394	86%
Information Technology	617,883	88,370	560,558	28,186	29,138	91%
Airport	27,500	129	34,890	-	(7,390)	127%
Nondepartmental	1,198,150	23,912	553,416	33,968	610,766	46%
Police	10,584,473	738,629	10,331,735	8,243	244,495	98%
Animal Welfare	330,323	30,254	324,437	1,287	4,599	98%
Municipal District Court	825,778	66,191	799,361	21,563	4,854	97%
City Attorney	269,877	19,048	247,713	-	22,164	92%
Fire	8,001,426	679,443	7,865,277	12,192	123,958	98%
Parks	2,551,247	148,273	2,241,250	6,419	303,579	88%
Total Expenditures	27,022,873	1,982,949	25,387,948	114,495	1,520,431	94%
Net Revenue/(Expense)	172,145		710,576			

*All figures are unaudited

Notes:

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

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



Cash - Operating	1,283,694
Petty Cash	715
Taxes Receivable	2,618,359
Accounts Receivable	3,341,475
Due from Other Funds	(10,077)
Due from Street	126,951
Due from Component Unit	140,000
Due from Municipal Court	(63,790)
Fleet Inventory	14,261
Fuel Inventory	33,243
General Inventory	20,324
<i>Assets</i>	<u>7,505,156</u>
Trade Accounts Payable	142,491
Salaries Payable	89,579
Federal Tax Payable	54,023
State Tax Payable	24,332
FICA Tax Payable	36,578
Medicare Tax Payable	14,323
Group Insurance Payable	(1,351)
LOPFI Payable	576,988
Nonuniform Pension Payable	46,417
Misc. Deductions Payable	18,571
Due to Other Funds	502,378
Accrued Interest Payable	(10,709)
Deferred Revenue	2,439,169
<i>Liabilities</i>	<u>3,932,790</u>
<i>Fund Balance</i>	<u>3,572,366</u>
<i>Total Liabilities & Fund Balance</i>	<u>7,505,156</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Streets
 For the month ended December 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>
Revenues						
Ad Valorem Tax	1,175,000	192,601	1,185,043		(10,043)	101%
Payments in Lieu of Tax	10,000	11,820	11,820		(1,820)	118%
State Tax Turnback	2,660,000	193,483	2,512,202		147,798	94%
Sales Tax	225,000	19,623	233,256		(8,256)	104%
Sign Permits	1,000	-	240		760	24%
Engineering Fees	10,000	100	4,125		5,875	41%
Insurance Proceeds	-	-	653		(653)	100%
Interest Income	50,000	748	4,591		45,409	9%
Miscellaneous Revenues	-	50	4,205		(4,205)	100%
Transfers from Other Funds	450	-	-		450	0%
Fund Balance Appropriation	393,587	-	-		393,587	0%
Total Revenues	4,525,037	418,424	3,956,134	-	568,903	87%
Expenditures						
Personnel Costs	1,995,014	148,420	1,937,701	-	57,313	97%
Other Operating Costs	1,840,623	162,139	1,568,243	44,688	460,192	83%
Total Operating Costs	3,835,637	310,559	3,505,944	44,688	517,505	90%
Capital Outlay	689,400	89,713	488,785	152,707	47,908	49%
Total Expenditures	4,525,037	400,272	3,994,729	197,395	565,414	84%
Net Revenue/(Expense)	-		(38,595)			

*All figures are unaudited

Notes:

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

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



Cash - Operating	990,855
Certificates of Deposit	300,000
Accrued Interest Receivable	31
Taxes Receivable	41,341
Accounts Receivable	1,758,405
Due from Other Funds	489,735
<i>Assets</i>	<u>3,580,367</u>
Trade Accounts Payable	(57,960)
Salaries Payable	21,816
Federal Tax Payable	5,269
State Tax Payable	2,494
FICA Tax Payable	5,506
Medicare Tax Payable	1,535
Nonuniform Pension Payable	6,192
Misc. Deductions Payable	2,911
Due to Other Funds	8,560
Due to General	119,793
Deferred Revenue	1,264,754
<i>Liabilities</i>	<u>1,380,871</u>
<i>Fund Balance</i>	<u>2,199,496</u>
<i>Total Liabilities & Fund Balance</i>	<u>3,580,367</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended December 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>
Revenues						
Sanitation Fees	7,970,000	644,347	7,315,761		654,239	92%
Proceeds - Recycled Materials	610,000	62,720	771,270		(161,270)	126%
Landfill Fees - E Waste	30,000	-	9,035		20,965	30%
Landfill Fees - Appliances	250,000	13,642	200,117		49,883	80%
Cart Revenues	-	-	150		(150)	0%
Miscellaneous Revenues	9,000	-	3,309		5,691	37%
Interest Income	43,200	-	43,350		(150)	100%
Transfers from Other Funds	286,000	-	-		286,000	0%
Insurance Proceeds	25,858	-	13,726		12,132	53%
Fund Balance Appropriation	68,835	-	-		68,835	0%
Total Revenues	9,292,893	720,709	8,356,718	-	936,175	90%
Expenditures						
Personnel Costs	3,374,236	227,957	3,079,882	-	294,354	91%
Other Operating Costs	3,741,064	288,579	3,522,521	69	218,474	94%
Total Operating Costs	7,115,300	516,537	6,602,403	69	512,828	93%
Capital Outlay	2,177,593	-	1,593,207	-	584,386	73%
Total Expenditures	9,292,893	516,537	8,195,610	69	1,097,214	88%
Net Revenue/(Expense)	-		161,108			

*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.
- 3) As of November 30, 2011, the Sanitation Replacement Fund has been combined into the Sanitation Enterprise Fund for reporting purposes.

City of Conway
 Balance Sheet - Sanitation
 For the month ended December 31, 2011



Cash - Operating	2,477,085
Petty Cash	200
Post Closure Cash Account	3,277,677
Accrued Interest Receivable	2,906
Accounts Receivable	644,265
Due from Other Funds	(81,842)
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
<i>Assets</i>	<u>17,080,958</u>
Trade Accounts Payable	43,736
Salaries Payable	191,926
Federal Tax Payable	7,619
State Tax Payable	3,615
FICA Tax Payable	9,098
Medicare Tax Payable	2,537
Group Insurance Payable	(556)
Nonuniform Pension Payable	10,016
Misc. Deductions Payable	3,944
Other Accrued Expenses	855,700
Due to Other Funds	(135,739)
Accrued Interest Payable	207,983
2010 Recycling Note - US Bank	1,575,781
Landfill Close/Post Close	4,386,590
<i>Liabilities</i>	<u>7,162,250</u>
<i>Net Assets</i>	<u>9,918,708</u>
<i>Total Liabilities and Net Assets</i>	<u>17,080,958</u>

*All figures are unaudited



City of Conway, Arkansas
Ordinance No. O-12-_____

**AN ORDINANCE APPROPRIATING FUNDS TO REPAIR & REPLACE THE PHONE SYSTEM AT CITY HALL;
 DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Conway has an immediate need to replace the aging phone system located within City Hall; and

WHEREAS, Council approved Kirby Telephone Service as a sole source vendor for such replacements of the phone system (O-09-15); and

WHEREAS, Network Services has provided a temporary solution until such time the system can be replaced; and

WHEREAS, the funding for this purchase has not previously been appropriated by Council action;

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

SECTION 1. The City of Conway shall appropriate a total amount of \$20,000 from the General Fund Balance Appropriation (001.119.4900) to Equipment Repair/Maintenance account (01.101.5440) for Network Services (\$2,000) to repair the phone system on a temporary basis and for Kirby Telephone system (\$18,000) to completely update the phone system and install wiring in the phone room to port over all lines to make it compatible with the City's current system.

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

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

PASSED this 24th day of January, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer