

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



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

City of Conway - City Council Meeting
www.cityofconway.org
Tuesday, November 12th, 2013 @ 6:30pm
Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032

5:30pm Committee Meeting:
Conway Animal Welfare Unit: Rescue Waggin'

&
Discussion of the 2014 Health Insurance Proposal/Bids

Call to Order: Mayor Tab Townsell
Roll Call: Michael O. Garrett, City Clerk/Treasurer
Minutes: October 22nd, 2013 City Council Meeting
Recognition:

1. Report of Standing Committees:

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

1. Consideration to approve the agreements for ground lease agreement for private aircraft hangars & aircraft "t" hangars at the new Conway Municipal Airport.
2. Ordinance amending by reference Ordinance O-94-54 (Conway Zoning Ordinance) in regards to development review standards for airports.
3. Ordinance amending by reference by the airport height and land use zoning overlay district adopted by referring Ordinance O-11-35.
4. Ordinance establishing the Central Business Improvement District No. 1 for the City of Conway.

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

1. Presentation of the 2012 Audit Federal Grants from Craft, Veach, & Company.
2. Resolution setting a public hearing to discuss the closing of a 15 foot utility easement located in Christina Subdivision located at west of 2401 Christina Lane.
3. Resolution setting a public hearing to discuss the closing of a 16.5 foot utility easement Golden Meadows Subdivision.
4. Resolutions requesting the Faulkner County Tax Collector to place a certified lien on certain properties as a result of incurred expenses by the City.
5. Ordinance accepting and appropriating donation funds for the Conway Tree Board for the Arbor Day celebration.

6. Consideration for Tract 72 to be provided a rent subsidy for the Conway Western Arterial Lop (Baker Willis Parkway).
7. Ordinance to rezone property located at 1514 & 1516 Bruce Street and 303 & 309 Conway Blvd. from R-2A to S-1.
8. Consideration of a request from Chick-Fil-A for a conditional use permit to allow a drive through window in a PUD being developed at property located at 2510 Prince Street.
9. Discussion/Review of the conditional use permit issued for property located at 3725 College Avenue (Back Achers Ranch).
10. Discussion/Review of the Conway Sign Ordinance (Electronic Message Board Regulations).

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

1. Consideration to enter into an agreement with Nabholz Properties for the placement of a brick & concrete pedestal with a bronze sculpture by the City of Conway.

D. Public Safety Committee (Police, Fire, District Court, CEOC, Information Technology, City Attorney, & Animal Welfare)

1. Ordinance appropriating funds received for travel reimbursement to District Court.
2. Ordinance appropriating funds and confirming an approved adjustment in pay for the Deputy City Attorney.
3. Ordinance donating a smokehouse trailer to the Faulkner County Office of Emergency Management from the Conway Fire Department.
4. Ordinance accepting/appropriating grant funds and waiving competitive bid requirements for various purchases for the Conway Fire Department.
5. Ordinance accepting assets obtained through court order for the Conway Police Department.
6. Ordinance appropriating and accepting reimbursement/restitution funds from various entities for the Conway Police Department.
7. Ordinance appropriating funds for Shop Secure for the Conway Police Department.

E. Old Business

F. New Business

Adjournment



MEMO

TO: City Council Members/Mayor Tab Townsell
FROM: Shona Osborne
DATE: October 28, 2013
SUBJECT: Rescue Waggin

The City of Conway/Conway Animal Welfare has a great opportunity to work with PetSmart Charities/Rescue Waggin. This partnership would mean a significant reduction of animals (dogs) euthanized.

We have been selected to participate as a “source” shelter. Rescue Waggin will transport dogs from Conway Animal Welfare to other shelters, mainly on the east coast, where there are more homes than dogs. This will require Conway Animal Welfare be held at a higher standard than most shelters. There are guidelines that must be met or exceeded to consistently participate in this program. Some of these guidelines we are already practicing and some we will need to add. There will be some additional costs on the front, however the Rescue Waggin does reimburse for those costs.

Listed below are just a few of the shelters across the country that is currently participating in the Rescue Waggin Program:

ARKANSAS

- Little Rock Animal Village - Tracy
- Saline County H.S. - Ann
- Northeast Ark H.S. - Margaret

MISSISSIPPI

- Pearl River County SPCA - Judy

WEST VIRGINIA

- Randolph Pound - Kelly

TENNESSEE

- Humane Educational Society - Chattanooga McKamey Animal Center - Chattanooga - Karen

Conway Animal Welfare has been using rescue organizations to place dogs for several years. In 2012 there were 188 dogs released to rescue and as of September 2013 we have released 165 dogs to rescue. This has greatly reduced the need for euthanasia and we will continue to work with these local groups; however it is sometimes difficult because of the need for foster homes once they leave the shelter. Rescue Waggin dogs will not be required to be in foster care before transport, they will simply be transported to a "destination" shelter.

I feel like this is a great opportunity for the City of Conway/Conway Animal Welfare to reduce our numbers of euthanasia and improve our own standard of care.

Thank you for your consideration.

Shona Osborne



RESCUE WAGGIN'®

STANDARD OPERATING PROCEDURES FOR:

SOURCE SHELTERS

June 2013

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Introduction

The PetSmart Charities, Inc. Rescue Waggin' program is a life-saving, multi-faceted shelter-to-shelter canine transport program. The program has three components that work together to save lives: transport, mentoring and invitational life-saving grants.

Transport is the core component of the Rescue Waggin' program. We transport dogs and puppies from areas of high homeless-pet overpopulation to shelters in areas where there is more demand for such dogs. The program operates under professionally-developed industry standards for source and destination shelters.

Mentoring consists of experienced shelter professionals who provide guidance, resources and support to Rescue Waggin' source shelters, to help them meet or exceed the Rescue Waggin' program's minimum standards while also working to implement best practices and programs which save lives. The long-term goal of the Rescue Waggin' program is to eliminate the need for animal transport by addressing the issues which currently make it necessary. In most cases, mentoring is provided by PetSmart Charities Field Program Managers.

Invitational Life-Saving Grants may be available to help save lives at participating shelters. Grant opportunities may also be available in other areas such as targeted and free-roaming cats spay/neuter, etc. (see Appendix B for grant guidelines).

PetSmart Charities, Inc. works with its transportation provider, Cardinal Logistics, Inc., to operate the Rescue Waggin' program.

Long recognized as the gold standard in animal transport, the PetSmart Charities Rescue Waggin' program is dedicated to maintaining high program standards. To that end, standard operating procedures have been developed and will be maintained as living documents. From time to time, updates will be sent to all Rescue Waggin' participants.

For the purposes of this document, the word "dog" means adult dog or puppy.

Program Guidelines and Expectations

Rescue Waggin' source shelters must consistently meet or exceed the guidelines and expectations found in Appendix A and must sign the acknowledgement of receipt and understanding.

Failure to Comply

Failure to comply with the Rescue Waggin' program guidelines and expectations and/or the standard operating procedures may result in actions such as, but not limited to, a suspension of transports until compliance is achieved, ineligibility for grants until compliance is achieved or termination of participation in the program. When failures to comply are noted the following may occur:

- A Rescue Waggin' program representative brings the compliance issue to the participant's attention and issues a Corrective Action Letter detailing what the issue is, why it is of concern and what has to happen to remain in compliance with program guidelines.
- A Rescue Waggin' program representative will create a corrective action plan with set deadlines for successful implementation and will provide consultation and assistance with implementation of the plan.
- A Rescue Waggin' program representative will follow up with the participant to ensure the corrective action plan is implemented and the participant is in compliance with program guidelines.

OR participation may be terminated immediately without opportunity for correction, if the failure to comply is of a nature that continued participation is not in the best interest of the program, as determined by PetSmart Charities.

Transport Readiness

Calendar Creation

On or about the 15th of each month, transport coordinator will email you the calendar for the following month. The calendar lists load times, sources, destinations and stopover locations. Please review the calendar immediately and contact the Rescue Waggin' transport coordinator if you have any issues with the calendar.

Please communicate regularly with the transport coordinator about your ability to put together a transport quickly due to high census and/or high intake issues.

Communication

You must openly communicate any serious health issues that have occurred or are occurring at your shelter or foster home(s). Serious health issues are defined as, but not limited to, parvovirus, ringworm or suspected/confirmed distemper. You may contact your Rescue Waggin' Field Program Manager for assistance at any time. Field Program Managers provide mentoring on a wide variety of shelter management issues.

Please use a signature block that includes your name, shelter name, city and state on all email communications with PetSmart Charities.

Transport Preparation

1. Perform behavior assessment for each dog that will be 6 months or older on transport date. We recommend that you assess dogs 48-72 hours after entry into your shelter. (Many assessment programs recommend giving dogs 48-72 hours to settle into the shelter environment). We recommend that you assess dogs every day or as often as possible to eliminate the need to assess dogs in large batches. You may choose to assess dogs 5 months and older due to discrepancies with age estimates and the risk of a dog being aged incorrectly. You must video record each assessment and keep the recording for 3 months. Video assessment must be made available to PetSmart Charities upon request. This will usually be accomplished by loading the videos to an internet-based tool such as YouTube, DropBox, Google Drive, etc. NOTE: You no longer have to load each assessment to the internet. Assessors must be approved by the Rescue Waggin' program to assess dogs. Dogs must score A's and B's on all items of the assessment. Assessors should not walk or feed Rescue Waggin' dogs or be otherwise interacting or bonding with dogs until after assessments have occurred. This is so the assessment results are not skewed because of any bond the dog might begin to form with the assessor.
2. For scheduled transports, 7-8 days before transport date, complete and submit the Transport List (Appendix C) to Transport Coordinator. For fill-in and short notice transports, timeframe is shorter than 7-8 days. List must include every dog or puppy that you designate as available for transport and which meets Rescue Waggin' criteria, including pit bull-type dogs, aged dogs and dogs with special medical or other needs. It is important that destination shelter has a complete list to select from. Put good notes in the notes column on special-case dogs. Destination shelters may or may not be able to accept special-case dogs. Be sure to notify the transport coordinator if a dog listed becomes unavailable before the destination shelter makes its selections.

Notes:

1. Fill in all dates, even if they are scheduled to happen in the future. Note: you must have good procedures in place to ensure that future-dated items are completed on time. For example: second vaccine date, rabies date, health cert date.
 2. List adult dogs (6 months and older) only after they have been assessed.
 3. If there are non-contagious medical issues or the dog is on medication for a non-contagious disease, put good notes in notes column. Dogs on meds must be safe to transport without medication. Rescue Waggin' staff do not administer medications.
 4. The Rescue Waggin' program does not transport:
 - i. Pregnant females, nursing females and females in heat
 - ii. Puppies younger than 9 weeks old
 - iii. Wolf hybrids
 - iv. Dogs exhibiting symptoms of contagious disease
 - v. Dogs with diagnosed contagious disease
 - vi. Dogs or puppies with a bite history
 - vii. A heartworm positive dog that has had its most recent Immiticide treatment fewer than 30 days ago
3. Minimum age for Transport: 9 weeks old
4. Minimum Vaccine Requirements for Transport

AGE	Intranasal Bordetella Vaccine	DA2PPV Vaccine	Rabies
9 weeks – 6 months	1	2	Per source shelter state requirement
> 6 months old	1	1	Required

Vaccination Protocol

1. All dogs and puppies must be vaccinated on intake.
 2. All dogs under 6 months of age at intake must be revaccinated once 14 days after intake vaccine, if they are still in your care.
 3. All puppies 20 weeks of age or under on the date of revaccination must continue to be revaccinated every 14 days until a final DA2PPV vaccine is given at the age of 20w 1d or older.
 4. Consult shelter veterinarian for guidance on puppies with mothers.
 5. Vaccination histories out of the norm will be handled on a case-by-case basis by transport coordinator. A documented vaccination history is an example of this. Consult transport coordinator.
 6. Vaccination protocols may vary by destination state. We will notify you if your protocol changes.
 7. Vaccination series, whatever it is, must be completed before transport date.
 8. *Transports to Maine and New Hampshire have different requirements. Rescue Waggin' program staff will consult with source shelters about these differences.*
5. Spayed females must have 48 hours of recuperation time following spay surgery, if they were spayed before transport.
 6. All transported animals must be in good basic health. Source shelter must perform on-going visual exams and observe bite wounds, open sores/wounds, abnormal runny eyes (i.e. conjunctivitis), runny nose, any congestion or trouble breathing, loose stool, pronounced dermatitis, diarrhea, loss of appetite, lethargy or hair loss.
 7. Puppies must be friendly and playful.
 8. All source shelters (except those in Utah, Colorado and New Mexico) must test dogs 6 months and older for heartworm disease. Source shelters are reimbursed for the test expense. Heartworm positive dogs are accepted on a case-by-case basis. Heartworm

tests must be done before completing Transport List. Results of HW test are placed on Transport List.

9. You must make best efforts to appropriately age all transport dogs and puppies (See Appendix G).
10. Complete picture list PDF document. Take photos of each dog and include one head/face shot and one whole body shot. Third picture is optional. Insert the photos into the Rescue Waggin' Photo List Form (Appendix D), save it as a PDF document from the Word document. Email the PDF photo list with the Transport List to the transport coordinator. NOTE: We will not accept pictures of dogs that are not on the PDF form.
11. Transport coordinator will return an accepted transport list as soon as possible (usually within 24 hours). On the list, dogs will be listed according to their status: accepted, alternate, not accepted.
12. While you are waiting on an accepted list, you may freely adopt out any dogs that are on a Rescue Waggin' transport list.
13. Once you receive the accepted list, mark all accepted dogs "UNAVAILABLE." A return-to-owner animal is a valid exception to this rule. You should follow your policies in regards to the disposition of the dog. If a potential adopter wishes to adopt an accepted dog, conduct the adoption per your usual protocols. Notify transport coordinator so an alternate can be moved up on the transport list, regardless of whether your shelter has alternates or not; another source shelter may have alternates that can be loaded.
14. No more than 5 days before transport date, ensure that exam and health certificate process take place. Your veterinarian must perform a general health exam including, but not limited to, checks for chronic muscular-skeletal disorders, central nervous system problems, mammary tumors, obvious fractures, obvious pregnancy, severe dental disease/gum recession and heart/lung function. A valid health certificate must be issued by a licensed veterinarian at the time of examination. Health certificates must be filled out completely in accordance with source shelter state law. Veterinarian must sign health certificates, if applicable. Dogs and puppies over 12 weeks of age (unless state or local mandates dictate otherwise) must be vaccinated for Rabies and a Rabies Certificate must be issued by a veterinarian. Your veterinarian must sign rabies certificate, if applicable. Requirements may vary by state.

Notes:

1. Health certs are good for 30 days, so a dog that goes on a future transport may use its old health cert if it is within the 30 day time frame. If you use an old health cert, you must ensure that the dog's health does not change in any way from the time the health cert was completed.
 2. If a significant issue is found during health cert process (serious heart murmur, luxating patella or other such concern), notify transport coordinator for destination consultation on that dog.
15. Ensure that flea and tick preventative (Revolution, Advantage, Frontline or other such product) is applied at appropriate intervals to ensure removal of external parasites.
 16. Optional: bathe all dogs 1-3 days before transport.
 17. Ensure that each dog has a white collar ID band on with dog's name and number written on it with an indelible marker such as a Sharpie®.
 18. Print 2 copies of the transport list. Give both copies to the drivers. One is for loading and one must have your signature under the "I understand ownership of ..." line. The signed copy affirms the transfer of the ownership of all animals to the destination shelter.

- Please send an email to transport coordinator immediately when a dog is

adopted, returned to owner or otherwise removed from transport. You do not need to send a new TL for this type of change.

- Please send a new TL to the transport coordinator with major changes such as health cert dates, rabies vaccination dates, etc.

There may be multiple emails back and forth with TL changes to and from coordinator, source shelters and destination shelters.

Day of Transport

1. Do not feed dogs/puppies day of transport. A small meal the night before transport is acceptable. All dogs must have continual access to fresh water before transport. All puppies under 4 months old must be free fed until morning of transport.
2. Examine all dogs and puppies for the existence of bite wounds, open sores/wounds, abnormal runny eyes, runny nose, any congestion or trouble breathing, loose stool, pronounced dermatitis, diarrhea or lethargy, fleas or ticks.
3. Give dogs outside time/potty time. Drivers are NOT available for this activity.
4. Ensure that paperwork binder is in order. Put paperwork in the binder in the same order that the dogs are listed on the TL. Paperwork should be in this order:
 - Animal's health certificate. Certificate must be signed by veterinarian, if signature is required, facing forward and visible in plastic sleeve.
 - Rabies certificate, if rabies vaccination was given. Must be signed by veterinarian, if signature is required, facing backward and visible in plastic sleeve.
 - Canine Behavior Assessment grade sheet (1 pager) for dogs 6 months of age and older. (Appendix H)
 - Miscellaneous information: Surrender information, etc.
5. Transport Driver, acting as agent for the destination shelter, will perform a visual check of all the dogs and check for complete paperwork. If there are any animals with questionable health or behavior, dogs may be left behind, at the discretion of transport driver.
6. If there is a serious problem with the transport, please contact Derinda at 480.646.7329, Dave at 602.329.5037 or Todd at 480.737.2331. These are mobile numbers.

Post Transport

1. Once the dogs are loaded, ownership transfers to the destination shelter.
2. Rescue Waggin' Destination Shelters are selected based on their ability to meet or exceed the Rescue Waggin' minimum standards for destination shelters and are monitored for compliance. They have been proven to save lives and their live release data are routinely monitored.
3. You must not contact destinations directly for any reason. If you need to discuss a transport for any reason, contact your Field Program Manager or the Rescue Waggin Transport Coordinator.
4. Approximately 10 days after each transport, the destination shelter should create a Post Transport Report that contains information about health or behavior issues that occurred with the dogs. Rescue Waggin' personnel will send PTRs to you as they come in. Please contact Transport Coordinator if you are not receiving PTRs in a timely fashion.
5. Each month, a reimbursement check will be mailed to the source partner for actual costs of required vaccines, parasite control, flea and tick preventative and health certification only. At least once annually, PetSmart Charities personnel will conduct a review of reported costs. Source shelter must submit medical reimbursement worksheet and copies of invoices to Rescue Waggin' program staff when requested.

Code of conduct

When we work as a team, supporting one another in our differences, we can most effectively save lives. Therefore, all Rescue Waggin' shelter representatives are expected to conduct themselves, in their actions and communications, professionally at all times.

Any actions or communications which could be perceived as negative toward another Rescue Waggin' shelter or their representatives could be grounds for dismissal from the program. Such actions and communications may include negative postings on social media sites such as Facebook and Twitter, hostile letters, email, negative face-to-face interactions or telephone calls. This policy extends to relationships within and outside of the Rescue Waggin' Program.

Source shelter staff, volunteers or any other representative must not contact destination shelters directly for any reason. You must contact PetSmart Charities personnel with any concerns or issues.

Media and Communications

Many Rescue Waggin' shelters are excited and eager to send out media releases, newsletter stories, web announcements and other communications about their participation in this program.

Before you make the big announcement, however, you must:

Review the electronic Media Guidelines Kit at <http://www.petsmartcharities.org/rescue-waggin/rw-media-guidelines/home.html>

Ensure that your executive director, Rescue Waggin' coordinator, public relations representative, and/or your official spokesperson watch the three-part webinar series, [Tips on Working with the Media](http://www.petsmartcharities.org/rescue-waggin/rw-media-guidelines/home.html). There is a link here: <http://www.petsmartcharities.org/rescue-waggin/rw-media-guidelines/home.html> .

Schedule a phone meeting with our Rescue Waggin' Media Specialist to ensure all communications are accurate and to discuss strategies to reach your media. Email Cathy Rosenthal at cmrosey@aol.com for this phone meeting.

We require all external communications that include our name or logo be reviewed by our communication team prior to distribution. Please e-mail Cathy Rosenthal, our Rescue Waggin' Media Specialist, at cmrosey@aol.com .

Any media or grant announcements about the Rescue Waggin' program must be issued as a co-branded or PetSmart Charities-branded release.

The PetSmart Charities® Rescue Waggin'® Media Guidelines Kit will help expedite preparation and approval for media releases when you are ready to spread the word about your participation in the program. This kit will also give you some ideas on how PetSmart Charities, Inc. and source shelters work together to talk about your participation in the Rescue Waggin' program.

Review all media requirements here:

<http://www.petsmartcharities.org/rescue-waggin/rw-media-guidelines/home.html>

Source Shelters must display the PetSmart Charities Rescue Waggin' Logo on its website's home page. Logo and website link are available from your Rescue Waggin' Field Program Manager.

Data Reporting

You must email your Live Release Rate Worksheet (Appendix F) to [tcramer @petsmartcharities.org](mailto:tcramer@petsmartcharities.org) by the 10th of each month for the month prior.

You must respond to non-routine requests for data within 7 days of the request.

Contacts

Rescue Waggin' contact information will be regularly communicated to source shelter contacts when changes occur.

Please notify Transport Coordinator of any contact changes at your shelter.

Non-Rescue Waggin' Transports

PetSmart Charities understands that source shelters may have opportunities to save lives through other transport program. We support your independent transport efforts when:

- The independent transports do not conflict with scheduled Rescue Waggin' transports.
- The independent transports do not hinder positive working relationships between PetSmart Charities and the source shelters or other organizations source shelters are working with.

Mentoring

Field Program Managers assigned to the Rescue Waggin' program are experienced shelter professionals who provide guidance, resources and support to source shelters. The long-term goal of the Rescue Waggin' program is to eliminate the need for animal transport by addressing the issues which currently make it necessary.

Mentors will consult with source shelter leadership on a variety of topics including, but not limited to:

- Adoption program/procedures
- Cleaning and sanitation practices
- Disease prevention and health protocols
- Animal behavior and enrichment program
- Overall shelter operations
- Life-Saving grant applications
- Organizational capacity building
- Board development
- Fundraising and Events

After your site visit, you will receive a detailed written report detailing suggested areas of improvement as well as organizational successes. Areas which require immediate improvement to meet Rescue Waggin' minimum standards will be highlighted and will need to be addressed immediately.

Appendix A - Guidelines and Expectations for Source Shelter Participants



RESCUE WAGGIN'

Guidelines and Expectations for Source Shelter Participants of the PetSmart Charities' Rescue Waggin' Program

Minimum Operational Standards for Participation as a Source Shelter:

1. Organizations must provide core vaccinations at, or prior to, intake for animals entering their facility; puppies and kittens must be re-vaccinated at 2 week intervals for the duration of the their shelter stay or until one vaccine is given after 20 weeks of age.
2. Organizations must alter canines and felines before releasing them to adopters.
3. Organizations that provide euthanasia services must utilize only euthanasia by injection performed by formally trained personnel.
4. Organizations must maintain their shelter animal populations within the organization's reasonable capacity for humane care.
5. Organizations must engage in open adoptions programming.
6. Organizations must follow Rescue Waggin' Standard Operating Procedures for Source Shelters with regards to transport programming.
7. Organizations must maintain and follow written Standard Operating Procedures (SOPs) within their facility.

Expectations of Rescue Waggin' Source Shelters:

1. Organization leadership will participate in annual Rescue Waggin' summits, conferences, planning sessions, and any other meetings requested PetSmart Charities personnel or representatives.
2. Organization leadership or designees where appropriate, will participate in all Rescue Waggin' trainings and webinars.
3. Organizations will provide statistics and data upon request, and within a timely manner.
4. Organizations will provide full access to their facilities and personnel for site visits, scheduled or unscheduled, by PetSmart Charities personnel or representatives.

5. Organization leadership will diligently and timely address concerns brought forth by PetSmart Charities personnel or representatives via site visit reports, Action plans, annual plans, or any other writing communicating a concern.
6. Organizations will maintain open and timely communication with PetSmart Charities personnel or representatives.
7. Organizations will follow and abide by all Rescue Waggin' minimum operational standards (as above), Rescue Waggin' protocols, procedures and guidelines.
8. Organizations will comply with all instruction and guidance contained in the Rescue Waggin' Media Kit that has been provided to all participant organizations.
9. Organizations will participate in the Rescue Waggin' program on a full disclosure basis.
10. Organizations will immediately contact PetSmart Charities personnel with any concerns or issues.

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

On behalf of _____ ("the Organization"):

We acknowledge that we have received, read and understand the Guidelines and Expectations for Source Shelters Participating in the PetSmart Charities' Rescue Waggin' Program.

We acknowledge that we have received, read and understand all documents referred to in the Expectations for Source Shelters Participating in the PetSmart Charities Rescue Waggin' Program document, namely Rescue Waggin' Standard Operating Procedures for Source Shelters and the Rescue Waggin' Media Kit.

We represent that we are authorized representatives of the Organization and are empowered to commit the organization as a participant organization.

We understand that the Organization and its leaders are responsible for knowing and adhering to the principles, standards and spirit of the Guidelines and Expectations for Source Shelters Participating in the PetSmart Charities' Rescue Waggin' Program, and for ensuring that all staff adheres to the same, and that failure to do so may result in removal from the program.

By:

(1) _____ (name)
 _____ (title within Organization)
 _____ (signature)
 _____ (date)

(2) _____ (name)
 _____ (title within Organization)
 _____ (signature)
 _____ (date)

Appendix B - Invitational Life-Saving Grants



RESCUE WAGGIN'[®]

Guidelines for Rescue Waggin' Invitational Life-Saving Grants

1. These special PetSmart Charities grants are provided to improve source shelters ability to save more lives. Grant approval is not guaranteed.
2. Rescue Waggin' Invitational Life-Saving Grants are available only for Rescue Waggin' participants who have submitted a signed copy of the Rescue Waggin' Source Shelter Guidelines and Expectations document.
3. Grant Applications are due 60 days after your annual site visit, unless granted an extension by PetSmart Charities.
4. Timing
 - a. Discussion with the Field Program Manager about options for grant projects for each source shelter should occur prior to the due dates! Last minute conversations and applications should be avoided. Each source shelter should have some ideas ready to discuss during the annual site visit from the Field Program Manager.
 - b. Review, processing and decision making should take no more than 60 days following submission of your *complete and final* applications. (Initial applications may be returned if incomplete or in need of amendments or updating).
 - c. Applications received after deadlines will not be considered. Returned applications not re-submitted by stated deadlines will not be considered.
5. Steps in the process:
 - a. Pre-Application
 - i. Source shelter discusses issues, goals, priorities and possible grant project with Field Program Manager. Field Program Manager will give guidance for project details (resources for materials/supplies, advice about procedure etc); final Grant decisions are made by PetSmart Charities.
 - ii. During the process, PetSmart Charities will determine if the project fits within funding parameters and goals and will pass on feedback to the source shelter.
 - iii. Source Shelter is responsible for writing the grant application, submitting it to PetSmart Charities, completing the project as proposed, and submitting the final follow up report. The grant is a contractual agreement between PetSmart Charities and the source shelter.
 - b. Application Process
 - i. Source shelter submits the completed grant application to PetSmart Charities according to their grant deadline.
 - ii. Each grant application should clearly state:

1. The current situation which needs to be corrected (the problem)
 2. What needs to be purchased with grant funds to reduce or eliminate that problem
 3. How those items or processes will correct the problem
 4. A clear line-item budget
 5. A project timeline
 6. How we will know that the project successfully reduced or eliminated the problem
- iii. Submit the grant application and all required attachments to PetSmart Charities via the CyberGrants system. You will be provided an invitation code for the system. Do not use fax, email or U.S. postal service to submit the grant application.
 - iv. Partial applications will not be accepted.
 - v. Applications that include projects other than those discussed with Field Program Manager prior to submission will be rejected in full.
 - vi. PetSmart Charities will process and review the application as they do all other grant applications. Source shelters have special opportunities to apply for these grants due to their participation in the Rescue Waggin' program; grant funding parameters and guidelines must be followed.
NOT ALL APPLICATIONS WILL BE APPROVED; NOT ALL PROJECTS WILL BE FUNDED.
 - vii. The process will take up to 60 days after the application is submitted (or re-submitted if it was returned for more information).
 - viii. When and if the application is approved, a grant agreement and statement will be issued to the source shelter. After the documents have been signed and returned to PetSmart Charities, grant funds will be wired to the source shelter's bank account.

6. Follow-Up Reports

- a. A grant follow up report will be due upon completion of the grant statement requirements. The follow-up report will be sent to the grant recipient via CyberGrants, and grant recipient must submit follow-up report via the CyberGrants system.
- b. The follow up report must be submitted for each grant **by the deadline stated in your grant agreement**. Missing follow up report deadlines or not meeting the grant statement requirements may result in losing eligibility for future grant funds and/or continued participation in the Rescue Waggin' program.
- c. Source shelters are not eligible for additional grant funding unless and until an adequate follow-up report for the previous grant is received.

Appendix C - Transport List

(EXAMPLE ONLY – this will be sent digitally)

RESCUE WAGGIN' Transport List

Coordinator	Derinda Lewis	rwcoordinator@petsmartcharities.org
Source Shelter		PETPOINT ID USST00
Source Contact		
Stopover Point		(if applicable)
Destination Shelter		USST00
Pickup Date		
Del Date & ETA		(to destination)
PARTIAL? Y/N		
Dogs Submitted		
Dogs Transported		
Portal Order #		(RW use)

I understand that ownership of all transported animals transfers to the destination shelter when animals are placed on vehicle.

 –
 Source Shelter Signature

Please highlight dogs who can be housed/kenned together.

TRUCK KENNEL #	Source Animal #	Animal Name	Breed

Appendix D - List of Pictures

Transport From <SHELTER NAME> <DATE>

A #/Name	Picture1	Picture2	Picture3 (Optional)
ANIMAL # NAME			
ANIMAL # NAME			
ANIMAL # NAME			
ANIMAL # NAME			
ANIMAL # NAME			

Appendix E - Rescue Waggin' Live Release Rate Worksheet - Source XXXXXs



Rescue Waggin' Live Release Rate Worksheet
(SENT DIGITALLY TO EACH SOURCE SHELTER)

Cat Intake					
	Kittens				
	Cats				
Total Intake		0	0	0	0
Cats Adopted					
	Kittens				
	Cats				
Total Adopted		0	0	0	0
Cats Euthanized					
Kittens	Space				
Kittens	Health				
Kittens	Age				
Kittens	Owner Requested				
Kittens	Temperament				
Cats	Space				
Cats	Health				
Cats	Age				
Cats	Owner Requested				
Cats	Temperament				
Total Euthanized		0	0	0	0
Cats Transferred Out					
Cats RTO'd					

Appendix F - Dog and Puppy Aging Guidelines

Aging Dogs and Puppies

Courtesy of Wisconsin Humane Society

Age	Indicators
2 weeks	Eyes are open
3-4 weeks	Deciduous canine teeth appear
4-6 weeks	Deciduous incisors and premolars appear
8-16 weeks	All deciduous teeth are in. They appear closer together at 8 weeks and spread apart at 16 weeks
4-5 months	Permanent incisors start appearing. Middle two are first.
5 months	Permanent canines start appearing.
7 months	All permanent teeth are in.
1 year	Teeth are fully in and are white and clean.
2 years	Teeth begin to appear duller. May have small amount of tartar.
3-5 years	Bite surfaces of incisors slightly flattened. Mild to moderate tartar is present.
5-10 years	Incisor wear increases and they become noticeably flattened. Moderate to heavy tartar is present. May have periodontal disease.
7 years	Nuclear Sclerosis begins. (blue-ish gray haziness in the eye)
> 10 years	Pronounced tooth wear and heavy tartar. Periodontal disease is often present and may be severe.

Appendix G

Rescue Waggin' Canine Behavior Assessment Grade Sheet

Contact Source Shelter Mentor for this form.

Health Insurance							
Current Plan							
Health Advantage	Option 1 - \$1000/2000 Ded (X 2) \$25 copay 7/25/50 Pharmacy \$100 ER copay	TTL Premium	Employee Cost/Mo.	City Cost/Mo.	# Contracts	Total City Cost	% City Paid
2013 Cost							
	Employee	\$284.80	\$17.64	\$267.16	158	\$42,211.28	93.8%
	Employee & Spouse	\$541.10	\$113.86	\$427.24	59	\$25,207.16	79.0%
	Employee & Child(ren)	\$478.50	\$87.06	\$391.44	69	\$27,009.36	81.8%
	Employee & Family	\$749.00	\$198.46	\$550.54	165	\$90,839.10	73.5%
		\$2,053.40			451	\$185,266.90	City Cost/Mo
Health Advantage	Option 1 - \$1000/2000 Ded (X 2) \$25 copay 7/25/50 Pharmacy \$100 ER copay	TTL Premium	Employee Cost/Mo.	City Cost/Mo.	# Contracts	Total City Cost	
2014 Cost	City paid percentage remains same as 2013						
	Employee	\$364.90	\$22.62	\$342.28	158	\$54,080.24	28.1%
	Employee & Spouse	\$693.30	\$145.59	\$547.71	59	\$32,314.89	
	Employee & Child(ren)	\$613.10	\$111.58	\$501.52	69	\$34,604.88	
	Employee & Family	\$959.70	\$254.32	\$705.38	165	\$116,387.70	City Cost/Mo
		\$2,631.00			451		
		28.1%					
Health Advantage	Option 1 - \$1000/2000 Ded (X 2) \$25 copay 7/25/50 Pharmacy \$100 ER copay	TTL Premium	Employee Cost/Mo.	City Cost/Mo.	# Contracts	Total City Cost	
2014 Cost	City absorbs premium increase						
	Employee	\$364.90	\$17.64	\$347.26	158	\$54,867.08	35.5%
	Employee & Spouse	\$693.30	\$113.86	\$579.44	59	\$34,186.96	
	Employee & Child(ren)	\$613.10	\$87.06	\$526.04	69	\$36,296.76	
	Employee & Family	\$959.70	\$198.46	\$761.24	165	\$125,604.60	City Cost/Mo
		\$2,631.00			451		
		28.1%					
Health Advantage	Option 2 - \$1000/2000 Ded (X 3) \$25/\$35 copay 10/30/50 Pharmacy \$200 Hospital admission \$100 outpatient \$100 ER copay	TTL Premium	Employee Cost/Mo.	City Cost/Mo.	# Contracts	Total City Cost	
2014 Cost	City paid percentage remains same as 2013						
	Employee	\$336.10	\$20.84	\$315.26	150	\$47,289.00	11.9%
	Employee & Spouse	\$638.50	\$134.09	\$504.41	69	\$34,804.29	
	Employee & Child(ren)	\$564.60	\$102.76	\$461.84	73	\$33,714.32	
	Employee & Family	\$883.80	\$234.21	\$649.59	141	\$91,592.19	City Cost/Mo
		\$2,423.00			451		
		18.0%					
Health Advantage	Option 2 - \$1000/2000 Ded (X 3) \$25/\$35 copay 10/30/50 Pharmacy \$200 Hospital admission \$100 outpatient \$100 ER copay	TTL Premium	Employee Cost/Mo.	City Cost/Mo.	# Contracts	Total City Cost	
2014 Cost	City absorbs premium increase						
	Employee	\$336.10	\$17.64	\$318.46	150	\$47,769.00	16.3%
	Employee & Spouse	\$638.50	\$113.86	\$524.64	69	\$36,200.16	
	Employee & Child(ren)	\$564.60	\$87.06	\$477.54	73	\$34,860.42	
	Employee & Family	\$883.80	\$198.46	\$685.34	141	\$96,632.94	City Cost/Mo
		\$2,423.00			451		
		18.0%					

Health Advantage	Option 3 - \$1500/4500 Ded (X 3) \$25/\$35 copay 10/30/50 Pharmacy \$200 Hospital admission \$100 outpatient \$100 ER copay	TTL Premium	Employee Cost/Mo.	City Cost/Mo.	# Contracts	Total City Cost	
2014 Cost	City paid percentage remains same as 2013						
	Employee	\$327.50	\$20.31	\$307.19	150	\$46,078.50	9.1%
	Employee & Spouse	\$622.30	\$130.68	\$491.62	69	\$33,921.78	
	Employee & Child(ren)	\$550.30	\$100.15	\$450.15	73	\$32,860.95	
	Employee & Family	\$861.40	\$228.27	\$633.13	141	\$89,271.33	\$202,132.56 City Cost/Mo
		\$2,361.50			451		
		15.0%					
Health Advantage	Option 3 - \$1500/4500 Ded (X 3) \$25/\$35 copay 10/30/50 Pharmacy \$200 Hospital admission \$100 outpatient \$100 ER copay	TTL Premium	Employee Cost/Mo.	City Cost/Mo.	# Contracts	Total City Cost	
2014 Cost	City absorbs premium increase						
	Employee	\$327.50	\$17.64	\$309.86	150	\$46,479.00	12.7%
	Employee & Spouse	\$622.30	\$113.86	\$508.44	69	\$35,082.36	
	Employee & Child(ren)	\$550.30	\$87.06	\$463.24	73	\$33,816.52	
	Employee & Family	\$861.40	\$198.46	\$662.94	141	\$93,474.54	\$208,852.42 City Cost/Mo
		\$2,361.50			451		
		15.0%					

Health Advantage	Option 4 - \$2000/6000 Ded (X 3) \$25/\$35 copay 10/30/50 Pharmacy \$200 Hospital admission \$100 outpatient \$100 ER copay	TTL Premium	Employee Cost/Mo.	City Cost/Mo.	# Contracts	Total City Cost		
2014 Cost	City paid percentage remains same as 2013							
	Employee	\$313.30	\$19.42	\$293.88	150	\$44,082.00		4.4%
	Employee & Spouse	\$595.20	\$124.99	\$470.21	69	\$32,444.49		
	Employee & Child(ren)	\$526.40	\$95.80	\$430.60	73	\$31,433.80		
	Employee & Family	\$823.90	\$218.33	\$605.57	141	\$85,385.37	\$193,345.66	City Cost/Mo
		\$2,258.80			451			
		10.0%						
Health Advantage	Option 4 - \$2000/6000 Ded (X 3) \$25/\$35 copay 10/30/50 Pharmacy \$200 Hospital admission \$100 outpatient \$100 ER copay	TTL Premium	Employee Cost/Mo.	City Cost/Mo.	# Contracts	Total City Cost		
2014 Cost	City absorbs premium increase							
	Employee	\$313.30	\$17.64	\$295.66	150	\$44,349.00		6.8%
	Employee & Spouse	\$595.20	\$113.86	\$481.34	69	\$33,212.46		
	Employee & Child(ren)	\$526.40	\$87.06	\$439.34	73	\$32,071.82		
	Employee & Family	\$823.90	\$198.46	\$625.44	141	\$88,187.04	\$197,820.32	City Cost/Mo
		\$2,258.80			451			
		10.0%						
Arkansas Municipal League- Health Benefit Fund	\$500/\$6000 Ded (X12) \$20 copay 10/30/50/100* Pharmacy \$250 ER copay Employee Only and Employee plus Family are the only coverage types offered	TTL Premium	Employee Cost/Mo.	City Cost/Mo.	# Contracts	Total City Cost		
2014 Cost	City paid percentage remains same as 2013							
	Employee	\$313.00	\$19.41	\$293.59	150	\$44,038.50		1.9%
	Employee & Spouse							
	Employee & Child(ren)							
	Employee & Family	\$695.50	\$184.31	\$511.19	283	\$144,666.77	\$188,705.27	City Cost/Mo
		\$1,008.50						
	*speciality drugs over \$1000 cost \$100 per prescription	5.1%			451			

2013 Health Advantage Medical Insurance Rates	Employee	Employee	City	City	Total	% Paid by City
	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	
Current Plan 1000/2000 ded \$25 copay 7/25/50 pharmacy						
Employee Only	\$17.64	\$8.82	\$267.16	\$133.58	\$284.80	93.8%
Employee + Spouse	\$113.86	\$56.93	\$427.24	\$213.62	\$541.10	79.0%
Employee + Children	\$87.06	\$43.53	\$391.44	\$195.72	\$478.50	81.8%
Employee + Family	\$198.46	\$99.23	\$550.54	\$275.27	\$749.00	73.5%

2014 Health Advantage Employee premium unchanged; City absorbs increase	Employee	Employee	City	City	Total	% Paid by City
	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	
Employee Only	\$17.64	\$8.82	\$347.26	\$173.63	\$364.90	95.2%
Employee + Spouse	\$113.86	\$56.93	\$579.44	\$289.72	\$693.30	83.6%
Employee + Children	\$87.06	\$43.53	\$526.04	\$263.02	\$613.10	85.8%
Employee + Family	\$198.46	\$99.23	\$761.24	\$380.62	\$959.70	79.3%

2014 Health Advantage Medical Insurance Rates - City paid percentage remains the same as 2013 percentage	Employee	Employee	City	City	Total	% Paid by City
	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	
Employee Only	\$22.62	\$11.31	\$342.28	\$171.14	\$364.90	93.8%
Employee + Spouse	\$145.59	\$72.80	\$547.71	\$273.85	\$693.30	79.0%
Employee + Children	\$111.58	\$55.79	\$501.52	\$250.76	\$613.10	81.8%
Employee + Family	\$254.32	\$127.16	\$705.38	\$352.69	\$959.70	73.5%

2014 Health Advantage City and Employee split cost of increase	Employee	Employee	City	City	Total	% Paid by City
	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	
Employee Only	\$57.69	\$28.85	\$307.21	\$153.61	\$364.90	84.2%
Employee + Spouse	\$189.96	\$94.98	\$503.34	\$251.67	\$693.30	72.6%
Employee + Children	\$154.36	\$77.18	\$458.74	\$229.37	\$613.10	74.8%
Employee + Family	\$303.81	\$151.91	\$655.89	\$327.95	\$959.70	68.3%

2014 Health Advantage #2 1000/3000 ded \$25/\$35 copay; \$200 hospital admission/\$100 outpatient; 10/30/50 pharmacy	Employee	Employee	City	City	Total	% Paid by City
	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	
Employee Only	\$20.84	\$10.42	\$315.26	\$157.63	\$336.10	93.8%
Employee + Spouse	\$134.09	\$67.04	\$504.42	\$252.21	\$638.50	79.0%
Employee + Children	\$102.76	\$51.38	\$461.84	\$230.92	\$564.60	81.8%
Employee + Family	\$234.21	\$117.10	\$649.59	\$324.80	\$883.80	73.5%

2014 Health Advantage #3 1500/4500 ded \$25/\$35 copay; \$200 hospital admission/\$100 outpatient; 10/30/50 pharmacy	Employee	Employee	City	City	Total	% Paid by City
	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	
Employee Only	\$20.31	\$10.15	\$307.20	\$153.60	\$327.50	93.8%
Employee + Spouse	\$130.68	\$65.34	\$491.62	\$245.81	\$622.30	79.0%
Employee + Children	\$100.15	\$50.08	\$450.15	\$225.07	\$550.30	81.8%
Employee + Family	\$228.27	\$114.14	\$633.13	\$316.56	\$861.40	73.5%

2014 Health Advantage #4 2000/6000 ded \$25/\$35 copay; \$200 hospital admission/\$100 outpatient; 10/30/50 pharmacy	Employee	Employee	City	City	Total	% Paid by City
	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	
Employee Only	\$19.42	\$9.71	\$293.88	\$146.94	\$313.30	93.8%
Employee + Spouse	\$124.99	\$62.50	\$470.21	\$235.10	\$595.20	79.0%
Employee + Children	\$95.80	\$47.90	\$430.60	\$215.30	\$526.40	81.8%
Employee + Family	\$218.33	\$109.17	\$605.57	\$302.78	\$823.90	73.5%

Arkansas Municipal League 2014 Health Benefit Fund Medical Insurance Rates - City paid percentage remains the same as 2013 percentage	Employee	Employee	City	City	Total	% Paid by City
	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	
Employee Only	\$19.41	\$9.70	\$293.59	\$146.80	\$313.00	93.8%
Employee + Spouse						
Employee + Children						
Employee + Family	\$184.31	\$92.15	\$511.19	\$255.60	\$695.50	73.5%

November 7, 2013

GROUND LEASE AND USE AGREEMENT FOR
PRIVATE AIRCRAFT HANGAR

This agreement made this _____ day of _____, 20_____, between the City of Conway, Arkansas, hereinafter referred to as the "Lessor," and _____ hereinafter referred to as the "Lessee."

WITNESSETH:

WHEREAS, Lessor owns and operates the Cantrell Field Airport located in Faulkner County, Arkansas, hereinafter called the "Airport" for the convenience and necessity of the aviation community in the Faulkner County area; and

WHEREAS, the Lessor desires to encourage the development and use of aviation within the Faulkner County area; and

WHEREAS, Lessee desires to enter into a ground lease with Lessor for the purpose of constructing an aircraft hangar; and,

WHEREAS, Lessor desires to lease and grant, and Lessee desires to lease and use, certain premises and facilities on the Airport, together with certain rights, licenses, and privileges thereon; and

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other valuable consideration, Lessor does hereby demise and let unto Lessee, and Lessee does hereby lease and take from Lessor, for such purpose, certain premises and facilities, rights, licenses, services, and privileges in connection with and on the Airport as follows, to-wit:

I. Term of Agreement.

A. The term of this Lease Agreement shall commence on the ____ day of _____ 20_____, and shall run through the _____ day of _____ **2033**, unless otherwise terminated as hereinafter provided.

B. Lessee shall have the option to request an extension of this Agreement for **two** (2) terms of ten (10) years, provided Lessee is in compliance with all the terms of this Agreement.

C. Any extension of this Agreement beyond the primary term shall be renegotiated based on the fair market value of the Leased Premises as determined by an appraisal of the Leased Premises. Lessor shall, at Lessor's expense, engage an appraiser to conduct said appraisal and that appraisal shall determine the base rate for the rental fees and charges for the new term of this Agreement.

D. To exercise an option to request an extension of this lease for **each** additional ten (10) year period, Lessee must give Lessor written notice not less than ninety (90) days prior to the expiration of the primary term of the lease.

II. Leased Premises.

Ground Lease designation _____, located on the Cantrell Field Airport, Arkansas. Lessee shall lease a total of ____ square feet of land for construction of Lessee's aircraft hangar and associated land requirements.

A. Lessee shall be entitled to use the Leased Premises for **all lawful aviation purposes** related to the activities which Lessee is licensed to conduct under this Agreement. Lessee, its agents, representatives, invitees, guests and licensees shall have the right of ingress and egress to and from the Leased Premises, in accordance with Rules and Regulations established by the Lessor. The Lessor reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Leased Premises are available to the Lessee.

B. Subject to the Federal Aviation Administration (FAA), Transportation Security Administration (TSA) and the City of Conway, Arkansas operational rules and regulations, minimum standards, security plans and other policies and procedures currently in effect or which may, from time to time, be implemented in the name of aviation safety and security, Lessee shall be entitled to use, on a non-exclusive basis, public areas of the Airport, to include runways, taxiways, aircraft parking aprons, lighting, navigational aids and other facilities and services necessary for the operation of aircraft.

C. Lessee shall not erect, maintain, or display signs of advertising or graphics at or on the exterior portions of the Leased Premises or hangar so as to be visible from outside of the Leased premises, without the prior written approval of the Lessor.

III. Privileges and Rights.

Lessor hereby grants to the Lessee the following non-exclusive privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

A. Lessee may utilize Hangar for the sole purpose of storing privately owned or leased aircraft and for such other ancillary purposes that may be authorized in writing by Lessor and made an attachment to this Agreement. The Hangar may not be used as living quarters, although it may be used for occasional overnight sleeping arrangements in extraordinary circumstances.

B. Lessee may not sub-lease any portion of the Hangar or conduct any commercial activity without the express written consent of the Lessor.

C. Lessee shall have access to vehicle parking, without charge, for employees, guests and customers in an area designated by Lessor. Vehicle movement inside the airport operations area (fenced area of the airport) shall be limited to the minimum area and route necessary to enter, exit and use the Leased Premises and conduct said business. Lessee acknowledges that vehicle movement, in areas other than those expressly authorized herein, on any area of the Airport is prohibited and may result in loss of gate access privileges.

D. Lessee shall have use of the taxi-lanes adjacent to the Hangar in common with all other aircraft operators. Lessee shall not leave aircraft unattended on the taxi-lane so as to create an obstruction for other aircraft operators. For purposes of clarification, taxi-lanes provide access to aircraft parking ramps, taxiways and runways.

E. Lessee may self-fuel Lessee's own aircraft, using Lessee's own personnel and equipment, in areas designated by Lessor. Lessee shall not sell, give-away, barter nor dispense fuel to any other party. Lessee shall not refuel or de-fuel an aircraft in the Hangar. Lessee shall not store any fuel, other than in the tanks of an aircraft or other authorized equipment, in the Hangar at any time.

F. Lessee shall ensure that all of Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon are maintained in a neat, safe and sanitary condition and appearance. Lessee will be responsible for the removal of all rubbish, trash or other waste material from within or around the Hangar.

IV. Rental Fees and Charges:

A. Ground Lease Charge.

1. Lessee will pay Lessor in advance for the annual rental of the premises at the rate of \$.30 per square foot per year, as calculated on an annual basis. Ground lease charges are due in advance on the first (1st) day of the month following occupancy for the annual rental charge and are considered delinquent after the tenth (10th) day of the month in which said payment is due.
2. If the Lease Agreement has not expired or been terminated, the annual rental set out in this section shall be adjusted to reflect the average change in the consumer price index on the first (1st) day of the first month of the sixth (6th) year of this Lease Agreement and thereafter on the first (1st) day of the first (1st) month of each succeeding five (5) year period for the duration of the Lease Agreement. Such new amounts shall be paid in advance in one (1) annual installment. Should the compilation of the Consumer Price Index be discontinued, then a comparable index shall be determined by the Lessor. The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U) U.S. city average all items index.

The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics. If there is a delay in obtaining the CPI-U for the first month, any rental increases shall be applied retroactively to the first month of the rental term and all successive rental terms.

B. Utility Services. Lessee shall provide all utility services to the Leased Premises. Lessee shall be responsible for payment of all charges for water, heat, gas, electricity, sewer, telephone and any and all other utilities on the Leased Premises throughout the terms of this agreement.

C. Self-Fueling Flowage Fee. Lessee will pay Lessor a flowage fee per gallon, at a rate to be established from time to time by the City of Conway, on a monthly basis for the privilege of self-fueling Lessee's own aircraft, using Lessee's own equipment and personnel. **The private fuel storage location will be determined by lessor.**

D. Upon request, Lessee shall furnish Lessor with statements certifying compliance with this section.

V. Payments.

A. Prior to the first (1st) day of occupancy by Lessee, all rental fees and charges are due and shall be paid in advance to the Lessor in one (1) annual payment. On each successive anniversary of the Agreement, the Lessee shall remit one (1) annual payment for the rental fees and charges that are due. Lessee acknowledges that the rental fees and charges shall be adjusted periodically in accordance with the terms and provisions of this Agreement. The rental fees and charges will be considered delinquent if received after the tenth (10th) day of the month following the beginning of the new lease term.

B. A late charge in the amount of ten percent (10%), or the maximum permitted under Arkansas law, shall be assessed on any payment not received by Lessor on or before the tenth (10th) day of the month in which the charge is due.

VI. Construction, Maintenance and Care of Facilities.

A. Lessee shall, at Lessee's expense, construct on the Cantrell Field Airport a _____ square foot hangar and all necessary appurtenances to be used for the storage of aircraft and other aviation related activities. Lessor and Lessee shall jointly select a site that is mutually acceptable to the Lessor and Lessee in accordance with the provisions of paragraph six (6).

B. Lessee agrees that its use of the property will conform to all laws, regulations, ordinances and operational rules and regulations imposed by the United States of America, the Federal Aviation Administration, the Department of Homeland Security, the City of Conway, Faulkner County, and/or the Conway Regional Airport.

C. No construction or improvements of any nature or kind, or material additions to, or alterations or removal of any improvements, shall be initiated until the plans and specifications have been submitted to and approved in writing by Lessor, who shall not unreasonably withhold any such approval. Any plans or specifications submitted by Lessee for Lessor's approval shall be submitted not less than thirty (30) for which the Lessee requests approval. Any changes or corrections required by Lessor shall be made by Lessee and resubmitted to Lessor. The failure of the Lessor to provide written objections to such resubmitted plans within sixty (60) days following the resubmission shall constitute an acceptance by Lessor of the resubmitted plans or specifications.

D. The approval by Lessor of plans and specifications refers only to the conformity of such plans and specifications to the general architectural plan for the Leased Premises. Such approval is not an approval of such plans and specifications for architectural or engineering design and by approving such plans and specifications, Lessor assumes no liability or responsibility thereof or for any defect in any improvement constructed pursuant to such plans or such specifications.

E. Lessee shall, at Lessee's sole expense, keep and maintain or cause to be kept or maintained in a good state of appearance and repair, all buildings and/or improvements which may be erected on the Leased Premises. With the exception of damage resulting from Lessor, Lessor's invitees, guests or employees, Lessee shall be responsible for all maintenance and repairs, to include but not limited to all routine interior and exterior building maintenance; repair or replacement of hangar doors; mechanical; electrical; roofs; sheet metal; paint, and similar components. Lessee acknowledges that any improvements or changes to the Leased Premises must be approved by the Lessor prior to beginning any improvements or changes.

1. Minor repairs to the existing structure, such as routine maintenance, do not require the approval of the Lessor.
2. Repairs and alterations required by an authorized public official of the City of Conway or Faulkner County shall be coordinated with and authorized by Lessor.

F. Lessor will not furnish janitorial service or janitorial materials, supplies, or security services for the Hangar.

VII. Inspection by Lessor.

Lessor may enter the Leased Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations or those of Lessee hereunder, or in the exercise of its governmental functions as it

relates to public health, safety, and the general welfare of the Cantrell Field Airport and the proper conduct of operations thereon.

VIII. Governmental Requirements - General.

A. Lessee shall comply with all Governmental Requirements (local, state and/or federal) applicable to Lessee's use and operation of the Leased Premises. Without limiting the generality of the foregoing, Lessee shall at all times use and occupy the airport and its related properties, in strict accordance with all obligations imposed upon Lessee by applicable laws, rules, regulations, minimum standards, policies, and security plans that are imposed or may be imposed by the City of Conway, the State of Arkansas, the Federal Aviation Administration, the Transportation Security Administration, or the United States of America with respect to the airport and operations thereof. Said laws, rules, regulations, minimum standards, policies, and security plans are specifically incorporated herein by reference and are available during normal business hours in the office of the Mayor of the City of Conway.

B. Lessee shall procure, and require all of its employees to procure, from all governmental authorities having jurisdiction over the operation of Lessee hereunder, all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Lessee's operation on Leased Premises.

IX. Insurance.

A. Lessee shall keep all physical improvements to the Leased Premises, i.e., hangar and bulk fuel storage system, if authorized, fully insured and shall maintain uninterrupted coverage of such insurance during the term and any subsequent terms, public liability and property damage insurance in comprehensive form, including but not limited to:

1. Airport liability, and,
2. Aircraft liability, and,
3. Broad form property damage, and,
4. Personal injury, and,
5. Any excess liability in umbrella form.

B. Lessee shall maintain such coverage and limits as may be reasonably required by the Lessor from time to time, but in no event shall coverage be for less than **one million** dollars (\$1,000,000) combined single limit. Insurance coverage shall be issued by a firm licensed to conduct business in the State of Arkansas.

C. Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance coverage by providing a certificate of Lessee's insurance coverage, a copy of the declarations page of the insurance policy and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto, shall provide that:

1. Each operator shall require the insurance underwriter/agent to annotate on the policy that the Lessor shall be notified, via U.S. Mail, not less than thirty (30) days prior to the cancellation of the policy, and,
2. The City of Conway, Faulkner County, the Lessor and their Directors, agents, trustees, officers, servants, and employees are named as additional insured parties at no expense, and,
3. The policy shall be considered primary with regards to any other insurance the Lessor may possess, including any self-insured retention or deductible Lessor may have or may obtain in the future, and any other insurance the Lessor may possess shall be deemed excess insurance only, and,
4. The limits of liability required herein are on an occurrence basis, and,
5. The policy shall be endorsed with a severability of interest of cross-liability endorsement, providing that the coverage shall act for each insured as though a separate policy had been written for each insured or additional insured, however, nothing contained herein shall act to increase the limits of liability of the insurance company.

D. Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either:

1. The Lessee shall reduce or eliminate such deductibles or self-insured retentions as it relates to the City of Conway, Faulkner County, the Lessor, and their Directors, agents, trustees, officers, servants, and employees, or
2. Lessee shall procure a bond equal to the amount of such deductibles or self-insured retentions guaranteeing payment of losses and related investigations, claims administration and defense expenses, including attorneys' fees, court costs and expert fees.

E. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within fifteen (15) days of receipt of notice from the Lessor, but in no event later than the effective date of cancellation, change, or reduction, provide to the Lessor a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, the Lessor may, without further notice, and, at its option, either:

1. Exercise the Lessor's rights as provided in the default provisions of this Agreement, or
2. Procure insurance coverage at Lessee's expense whereupon Lessee promptly shall reimburse the Lessor for such expense.

F. Lessor does not and shall not provide insurance coverage for personal property, to include aircraft, stored or placed in the Leased Premises. Lessor shall have no responsibility to Lessee for any casualty or property loss resulting from the use of the Leased Premise.

X. Indemnity.

A. Lessee shall indemnify, protect, defend and hold completely harmless, the City of Conway, Faulkner County, the Cantrell Field Airport, and their trustees, directors, councilors, officers, agents and employees, in their individual and official capacities, from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Lessee's use or occupancy of the Cantrell Field Airport premises, the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur.

B. Lessor shall give notice to Lessee, via certified U.S. mail, of any such liability, loss, suit, claim or demand, and Lessee shall defend the indemnified party or parties using legal counsel acceptable to the Lessor and the indemnified party. The provisions of this section shall survive the expiration or early termination of the Agreement.

XI. Aircraft Servicing and Fuel Storage.

A. Lessee shall be entitled to service Lessee's privately owned aircraft in accordance with applicable governmental regulations and Lessor's policies, as may be amended from time to time at the Lessor's sole discretion. Lessee may not service aircraft owned by others or otherwise engage in any aircraft related commercial services, including but not limited to, air-frame and power-plant maintenance, aircraft painting, and avionics repair or aircraft fueling.

B. Lessee shall comply with the fueling policy of the Lessor; as such policy may be amended from time to time at Lessor's sole discretion. Lessee may not install bulk fuel storage tanks or operate mobile refueling without the express written consent of the Lessor, which will not be unreasonably withheld. Should Lessee be authorized to install and operate an above ground fuel tank for Lessee's personal use, Lessee shall be responsible for compliance with all applicable rules and regulations regarding ownership and use of a regulated fuel storage tank.

Prior to construction of an above ground fuel storage tank, Lessee shall submit plans and drawings to Lessor for Lessor's review and approval.

C. Lessee acknowledges that upon the termination or assignment of this Agreement, Lessee shall remove any authorized bulk fuel storage tank from the Airport and restore the property to an environmentally safe and usable condition as existed prior to the construction of the bulk fuel storage tank or Lessee may, with the express written consent of the Lessor, assign ownership of the fuel storage tank to another individual or entity.

D. In addition to any other requirements set forth in this Agreement, Lessee shall comply with all Governmental requirements, including, without limitation, those of the City of Conway, Faulkner County, the State of Arkansas, Conway Regional Airport, the U.S. Environmental Protection Agency, and the Federal Aviation Administration. Lessee shall, at all times, comply with applicable federal, state, and local environmental and fire protection requirements, codes, standards, ordinances, or other regulatory measures in existence now or hereafter enacted. All costs associated with compliance of environmental and fire prevention requirements, codes, standards, ordinances, or other regulatory measures shall be the responsibility of the Lessee.

E. Lessee shall be solely responsible for the removal of all waste fuel, oil, and hydraulic fluid products that are generated as a result of Lessee's operation of an aircraft from the Cantrell Field Airport property.

XII. Indemnity - Hazardous Substance.

A. Lessee shall not permit, nor cause any hazardous substance to be used, stored, generated or disposed of on or in the Leased Premises or on the property of the Cantrell Field Airport by Lessee, Lessee's agents, employees, contractors, or invitees without first obtaining the Lessor's written consent.

If hazardous substances are used, stored, generated, or disposed on or in the Leased Premises, except as permitted by the Lessor, or if the Leased Premises or any other Airport property become contaminated in any manner for which Lessee is responsible or legally liable, Lessee shall indemnify and hold harmless Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including without limitation, a decrease in value of the Leased Premises or other Airport property, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises, or any Airport property, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Term hereof and arising as a result of that contamination by Lessee or Lessee's agents, employees, contractors or invitees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision.

B. Without limitation of the foregoing, if Lessee causes or permits the presence of any hazardous substance on the Leased Premises or other Airport property that results in contamination, Lessee shall promptly commence, at its sole expense, any and all necessary actions to return the contaminated premises to the condition existing prior to the introduction of any such hazardous substance. Lessee shall obtain approval for any such remedial action from the Airport. This indemnification agreement includes but is not limited to the Lessee's previous and future use of the Airport.

C. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by the City of Conway, Faulkner County, the State of Arkansas, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal or local governmental law.

D. "Hazardous substance" includes but is not restricted to asbestos, lead-based paints, polychlorobiphenyls ("PCBs"), and petroleum and petroleum-related products.

XIII. No Liability for Exercise of Powers.

Lessor shall not be liable to Lessee for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to the Lessor in the Agreement or by reason of governmental requirements; Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

XIV. Rules and Regulations.

Lessor has reasonable rules and regulations which Lessor may, from time to time in its sole discretion, amend, and which Lessee agrees to observe and obey with respect to the use of the Airport and its appurtenances, together with all facilities, improvements, equipment and services of the Airport, for the purpose of providing for safety, good order, good management, good conduct, sanitation and preservation of the Airport and its facilities; provided such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; or the procedures prescribed, or approved from time to time by the Federal Aviation Administration or its successors in duties, with respect to operations and maintenance of the Airport or operation of aircraft conducted by Lessee at the Airport.

XV. Assignment.

A. Assignment of this Agreement for non-aeronautical purposes is expressly prohibited.

B. Lessee shall not assign this lease or sublet any or all parts of the Leased Premises without the express written consent of Lessor. Any request to assign or sub-lease any or all portions of this Agreement shall be made in writing and delivered to the Lessor by U.S. Mail.

C. Should Lessee seek to assign its entire interest in the Hangar, Lessor shall have a right of first refusal to acquire Lessee's interest. Lessee shall notify Lessor in writing of its proposed disposition, and Lessor shall have sixty (60) days within which to accept the proposal and notify Lessee of such acceptance. Should it fail to do so within that period, the right shall be extinguished. Nothing in this paragraph shall be deemed to diminish Lessor's authority to approve or disapprove an assignment.

XVI. Surrender of Premises.

A. Upon the expiration of this lease, or of any renewal or extension thereof, Lessee agrees to yield and deliver to Lessor the possession of the Leased Premises in good condition, less fair wear and tear. Lessor shall inspect the Leased Premises not less than ninety (90) days prior to the expiration of the lease and Lessor shall provide Lessee a list of deficiencies that shall be corrected prior to Lessee vacating the Leased Premises.

B. If Lessee fails to complete the required repairs within sixty (60) days after Lessee is notified in writing by Lessor, Lessor may, at Lessor's option, make such repairs as may be required at the sole expense of Lessee.

C. In the alternative, Lessor may take such action deemed in the best interest of the Lessor, to include the requirement to remove said improvements from the Leased Premises at Lessee's sole expense.

XVII. Force Majeure.

Neither Lessor, nor Lessee, shall be deemed in violation of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargos, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage, or any other circumstances for which it is not responsible, or which are not under its control; provided, however, that this Section does not exempt the Lessee from paying the rentals, fees, and charges set forth herein. In any such case, a prompt written notice shall be given to the other party of the existence of such causes and of readiness to resume performance upon the removal or non-existence thereof.

XVIII. Cancellation by Lessor.

A. Lessor, at its option, may declare this Agreement terminated in its entirety upon the occurrence of any one or more of the following and may exercise all rights of entry and re-entry upon the premises.

1. If the rentals, fees, charges, or other money payments which the Lessee herein agrees to pay, or any part thereof, shall be unpaid on the date the same shall become due, or If the Lessee shall file a voluntary petition in bankruptcy or make a general assignment for the benefit of creditors or if the Lessee is adjudicated a bankrupt, or;
2. If the Lessee abandons and ceases to use premises for a period of ninety (90) consecutive days, except when such abandonment or cessation is due to fire, earthquake, strike, governmental action, or other cause beyond Lessor's control, or;
3. If the Lessee shall use or permit the use of the premises at any time for any purpose for which the use thereof at that time is not authorized by this Agreement or by a subsequent written agreement between the parties or shall use or permit the use thereof in violation of any law, rule or regulation to which the Lessee has agreed in this Agreement to conform, or,
4. If the Lessee shall be in violation of any provision of this Agreement with respect to the leasing of the premises, Lessee agrees to pay any and all reasonable and proper attorney's fee's and costs which may be incurred by Lessor as a result of Lessee's breach of this Agreement.

B. Notwithstanding anything to the contrary contained in this Agreement, no termination declared by either party shall be effective unless and until not less than thirty (30) days have elapsed after written notice to the other specifying the date upon which such termination shall take effect and the cause for which it is being terminated (and if such termination is by reason of default under this Agreement, specifying such default with reasonable accuracy), or;

1. No such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period, or;
2. In the event such cause is a default under this Agreement (for which termination is authorized) and if, by its nature, such default cannot be cured within such thirty (30) day period, termination shall not be effective if the party in default commences to correct such default within thirty (30) days.

B. Lessee agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, the Lessor hereby expressly reserves the right to terminate this Agreement upon a determination by Lessor that the Leased Premises are needed for Airport construction or development. However, Lessor will give Lessee one- hundred eighty (180) day notice of Lessor's intent to terminate the agreement for construction or development.

XIX. Cancellation by Lessee.

Lessee, at its option, may declare this Agreement terminated in its entirety upon the happening of any one of the following events:

1. If a court of competent jurisdiction issues an injunction against the Lessor or any successor body to the Lessor preventing or restraining the use of the Airport for Airport purposes in its entirety, or any part which may be used by the Lessee and which is substantially necessary to the Lessee for its operation, and if such injunction remains in force for a period of thirty (30) days or more, or,
2. If the premises becomes unusable in whole or in part, and the Lessor does not terminate the Agreement thereof pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Premises to its condition prior to the occurrence of the damage, or,
3. If the Lessor fails to provide and maintain means for free and unobstructed ingress and egress to and from the Premises in accordance with the provisions of this Agreement, or If by reason of any willful act by the Lessor, or any willful omission or act done or permitted to be done in violation of this Agreement, whereupon the Lessor substantially interferes with the use by Lessee of the Premises for the purpose of which the uses thereof at that time is authorized by this Agreement.

XX. If the Lessor shall be in violation of any provisions of this Agreement and Lease with respect to maintenance of the Premises.

A. Notwithstanding anything to the contrary contained in this Agreement, no termination declared by either party shall be effective unless and until not less than thirty (30) days have elapsed after written notice to the other specifying the date upon which such termination shall take effect,

and the cause for which it is being terminated (and if such termination is by reason of default under this Agreement, specifying such default with reasonable accuracy), or;

B. No such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period, or;

C. In the event such cause is a default under this Agreement (for which termination is authorized) and if, by its nature, such default cannot be cured within such thirty (30) day period, termination shall not be effective if the party in default commences to correct such default within thirty (30) days.

XXI. Non-Waiver of Rights.

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants and conditions herein contained to be performed, kept or observed by the other party hereto shall not

be deemed a waiver of any right to cancel this Agreement for any subsequent default and no waiver of any such default shall be construed, or act, as a waiver of any subsequent default.

XXII. Nondiscrimination.

Lessee, as part of the consideration hereof, does hereby covenant and agree:

A. That no person on the grounds of race, color, religion, sex or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Lessee, in the use of the premises leased hereunder, and

B. That in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and

C. That Lessee shall maintain, use, and operate in the Leased Premises and provide services in compliance with all requirements imposed by Title 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, which may be amended from time to time.

XXIII. Economic Nondiscrimination.

Lessor shall furnish all services on a reasonable and not unjustly discriminatory basis to all users thereof, and charge reasonable, and not unjustly discriminatory prices for all services provided.

XXIV. Subordination of Agreement.

This Agreement shall be subordinate to the provisions of any existing and future agreements between Lessor and the United States of America, the State of Arkansas, and Faulkner County, Arkansas, their courts, boards, or agencies, relative to the operation or maintenance of the Cantrell Field Airport, the execution of which has been or will be required as a condition to the expenditure of federal, state or county funds or the issuance of bonds for the development of the Airport.

XXV. Notices.

All notices to Lessor provided for herein shall be sent by U.S. mail addressed to: City of Conway, Arkansas, 1201 Oak Street, Conway, Arkansas 72032 or as may be amended from time to time. All notices to Lessee provided for herein shall be sent by U.S. mail addressed to Lessee at _____, or at such other mailing address as may hereafter be on file at the City of Conway.

XXVI. Prior Agreements.

This Agreement cancels and supersedes all prior agreements between the parties hereto covering premises, facilities, rights, privileges, and services referred to herein.

XXVII. Holding Over.

A. If Lessee remains in possession of the Leased Premises after the expiration of this Agreement, without a new lease reduced to writing and duly executed, even if Lessee shall have paid and Lessor shall have accepted, rent in respect of such holding over, Lessee shall be deemed to be occupying the Leased Premises only as a tenant from month to month, subject to all the covenants, conditions and agreements in this Lease Agreement and cancelable by either party upon thirty (30) days written notice to the other.

B. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Arkansas. To the extent allowed by law, the venue for any action arising from this Agreement shall be the state court of the County of Faulkner, Arkansas.

C. If either party shall bring any legal or equitable action against the other, the losing party shall pay the reasonable attorney fees and costs incurred by the prevailing party in such action including any appeal. For purposes of this section, "costs" shall include expert witness fees, and court costs.

XXVIII. Taxes and Other Governmental Charges.

Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time may be lawfully assessed or levied against or with respect to the Leased Premises or Lessee's improvements, machinery, equipment or other property installed or used upon the Airport, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith and with due diligence, Lessee may contest any such taxes or governmental charges against the Agency assessing such taxes in accordance with the laws of the State of Arkansas.

XXIX. Invalidity of Clauses.

The invalidity of any portion, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part or portion thereof.

XXX. Approval by Lessor.

Wherever the approval of Lessor is called for herein, it is understood and agreed that such approval shall be in writing, in advance, and shall not be unreasonably withheld.

XXXI. Headings.

The Section titles shown in this Agreement are included only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

XXXII. Title.

Title to all improvements and fixtures constructed directly on the Leased Premises, including the hangar, shall remain in Lessee's name until the expiration of this Agreement in accordance with the provisions of Paragraph one (1). All improvements, including the Hangar, located on the Leased Premises at the expiration of this Agreement shall, without compensation to Lessee, be assigned and transferred to the Lessor. Lessee shall surrender the improvements, to include the Hangar, to the Lessor free and clear of all liens and encumbrances. Lessee agrees to execute, acknowledge, and deliver to the Lessor any instrument requested by Lessor as necessary in the opinion of Lessor to perfect Lessor's right, title, and interests in the improvements to the Leased Premises.

Nothing Follows

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers and their official or corporate seals to be affixed hereto and attested as of the day and year first above set forth.

LESSOR: LESSOR

By (Signature): _____

Print Name: _____

Print Title: _____

ATTEST: By (Signature): _____

Print Name and Title: _____

LESSEE: By (Signature): _____

Print Name: _____

Print Title: _____

ATTEST: By (Signature): _____

Name and Title: _____

Monday, November 07, 2013

LEASE AND USE AGREEMENT FOR
AIRCRAFT "T" HANGAR

This agreement made this _____ day of _____, 20_____, between the City of Conway, Arkansas, hereinafter referred to as the "Lessor," and _____, hereinafter referred to as the "Lessee."

WITNESSETH:

WHEREAS, Lessor owns and operates the Conway Regional Airport, located in Faulkner County, Arkansas, hereinafter called the "Airport" for the convenience and necessity of the aviation community in the Faulkner County area, and

WHEREAS, the Lessor desires to encourage the development and use of aviation within the Faulkner County area, and

WHEREAS, Lessee desires to enter into a hangar lease with Lessor, and

WHEREAS, Lessor desires to lease and grant, and Lessee desires to lease and use, certain premises and facilities on the Airport, together with certain rights, licenses, and privileges thereon, and

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other valuable consideration, Lessor does hereby demise and let unto Lessee, and Lessee does hereby lease and take from Lessor, for such purpose, certain premises and facilities, rights, licenses, services, and privileges in connection with and on the Airport as follows, to-wit:

I. Term of Agreement.

The term of this Lease Agreement shall commence on the _____, and shall run through the _____, unless otherwise terminated as hereinafter provided.

II. Leased Premises.

“T” Hangar number _____, located on the Conway Regional Airport, Arkansas.

A. Lessee shall be entitled to use the Leased Premises for all lawful aviation purposes related to the activities which Lessee is licensed to conduct under this Agreement. Lessee, its agents, representatives, invitees, guests and licensees shall have the right of ingress and egress to and from the Leased Premises, in accordance with Rules and Regulations established by the Lessor. The Lessor reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Leased Premises are available to the Lessee.

B. Subject to the Federal Aviation Administration (FAA), Transportation Security Administration (TSA) and the City of Conway, Arkansas operational rules and regulations, minimum standards, security plans and other policies and procedures currently in effect or which may, from time to time, be implemented in the name of aviation safety and security, Lessee shall be entitled to use, on a non-exclusive basis, public areas of the Airport, to include runways, taxiways, aircraft parking aprons, lighting, navigational aids and other facilities and services necessary for the operation of aircraft.

C. Lessee shall not erect, maintain, or display signs of advertising or graphics at or on the exterior portions of the Leased Premises or hangar so as to be visible from outside of the Leased premises, without the prior written approval of the Lessor.

III. Privileges and Rights.

Lessor hereby grants to the Lessee the following non-exclusive privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

A. Lessee may utilize the Hangar for the purpose of storing privately owned or leased aircraft and for such other purposes that may be authorized in writing by Lessor and made an attachment to this Agreement.

B. Lessee may not sub-lease any portion of the Hangar without the express written consent of the Lessor.

C. Lessee shall have access to vehicle parking, without charge, for employees and customers in an area designated by Lessor. Vehicle movement inside the airport operations area (fenced area of the airport) shall be limited to the minimum area and route necessary to enter, exit and use the Leased Premises and conduct said business.

Lessee acknowledges that vehicle movement, in areas other than those expressly authorized herein, on any area of the Airport is prohibited and may result in loss of access privileges.

D. Lessee shall have use of the taxi-lanes adjacent to the Hangar in common with all other aircraft operators. Lessee shall not leave aircraft unattended on the taxi-lane so as to create an obstruction for other aircraft operators. For purposes of clarification, taxi-lanes provide access to aircraft parking ramps, taxiways and runways.

E. Lessee may self-fuel Lessee's own aircraft, using Lessee's own personnel and equipment, in areas designated by Lessor. Lessee shall not sell, give-away, barter nor dispense fuel to any other party. Lessee shall not refuel or de-fuel an aircraft in the Hangar. Lessee shall not store any fuel, other than in the tanks of an aircraft or other authorized equipment, in the Hangar at any time.

F. Lessee shall ensure that all of Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon are maintained in a neat, safe and sanitary condition and appearance. Lessee will be responsible for the removal of all rubbish, trash or other waste material in or around the Hangar.

IV. Rental Fees and Charges:

A. Hangar Rental Charge.

1. Lessee will pay Lessor in advance for rental of the premises at the rate of \$_____ per month. Hangar rental charges are due on the first (1st) day of the month and are considered delinquent after the tenth (10th) day of the month.

2. If this Lease Agreement has not been terminated, the annual rental rate set out in this section shall be adjusted to reflect the average change in the cost of living on the first (1st) day of the first month of the second (2nd) year of this Lease Agreement. Such new amounts shall be paid in advance in twelve (12) annual installments. Should the compilation of the Consumer Price Index be discontinued, then a comparable index shall be agreed upon by the parties and substituted therefore. The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U) U.S. city average all items index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics. If there is a delay in obtaining the CPI-U for the first month, any rental increases shall be applied retroactively to the first month of the rental term and all successive rental terms.

B. Utility Services. Lessor shall provide electrical service to the leased premises. Lessee shall pay Lessor in advance for electrical service at the rate of \$_____ per month. Electrical service charges are due in advance in conjunction with payment of the monthly Hangar Rental Charge on the first (1st) day of the month and are considered delinquent after the tenth (10th) day of the month. The electrical service charge may be amended from time to time at the discretion of the Lessor.

C. Self-Fueling Permit. Lessee will pay Lessor a fee, as established from time to time by the City of Conway, per annum for the privilege of self-fueling Lessee's own aircraft, using Lessee's own equipment and personnel.

V. Payments.

All rental fees and charges are due and payable monthly to the Lessor on the first (1st) day of the month following occupancy by the Lessee. The rent will be considered delinquent if received after the tenth (10th) day of the month. A late charge in the amount of ten percent (10%), or the maximum permitted under Arkansas law, of any outstanding monthly payment due shall be assessed on any payment not received on or before the tenth (10th) day of the month following occupancy. [Lessee shall be given a five (5) per cent discount on the rental charge if they elect to remit in advance one (1) payment equivalent to twelve (12) months rent.]

VI. Maintenance and Care of Facilities.

With the exception of damage resulting from use by Lessee, Lessee's invitees, guests or employees, Lessor shall be responsible for all maintenance and repairs, to include but not limited to all routine interior and routine exterior building maintenance, repair or replacement of hangar doors, mechanical, electrical and all appurtenances, roofs, sheet metal, paint, and similar components. Lessee acknowledges that any improvements or changes to the Leased Premises must be approved by Lessor prior to beginning any improvements or changes. Lessor will not furnish janitorial service or janitorial materials, supplies, or security services for the Leased Premises (Hangar). All requests for routine or emergency maintenance on aircraft hangars owned by Lessor shall be submitted in writing to the Lessor. Such requests shall include the nature of the problem and sufficient detail so as to enable Lessor to schedule repairs as quickly as possible.

VII. Inspection by Lessor.

Lessor may enter the Leased Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations or those of Lessee hereunder,

or in the exercise of its governmental functions as it relates to public health, safety, and the general welfare of the City of Conway Regional Airport and the proper conduct of operations thereon. Lessee shall use locks provided by Lessor which may not be changed without Lessor's approval and the key or combination shall at all times be provided Lessor to allow access.

VIII. Governmental Requirements - General.

A. Lessee shall comply with all Governmental Requirements (local, state and/or federal) applicable to Lessee's use and operation of the Leased Premises. Without limiting the generality of the foregoing, Lessee shall at all times use and occupy the airport and its related properties, in strict accordance with all obligations imposed upon Lessee by applicable laws, rules, regulations, minimum standards, policies, and security plans that are imposed or may be imposed by the City of Conway, the State of Arkansas, the Federal Aviation Administration, the Transportation Security Administration, or the United States of America with respect to the airport and operations thereof. Said laws, rules, regulations, minimum standards, policies, and security plans are specifically incorporated herein by reference and are available during normal business hours in the office of the Mayor of the City of Conway.

B. Lessee shall procure, and require all of its employees to procure, from all governmental authorities having jurisdiction over the operation of Lessee hereunder, all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Lessee's operation on Leased Premises.

IX. Insurance.

A. Lessor does not and shall not provide insurance coverage for personal property, to include aircraft, stored or placed in the Leased Premises. Lessor shall have no responsibility to Lessee for any casualty or property loss resulting from the use of the Leased Premise.

B. Lessee shall maintain uninterrupted coverage of such insurance during the term and any subsequent terms, public liability and property damage insurance in comprehensive form, including but not limited to:

1. Airport liability, and,
2. Aircraft liability, and,
3. Broad form property damage, and,
4. Personal injury, and,
5. Any excess liability in umbrella form.

C. Lessee shall maintain such coverage and limits as may be reasonably required by the Lessor from time to time, but in no event shall coverage be for less than one million dollars (\$1,000,000) combined single limit. Insurance coverage shall be issued by an agency (firm) licensed to conduct business in the State of Arkansas.

D. Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance coverage by providing a certificate of Lessee's insurance coverage, a copy of the declarations page of the insurance policy and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto, shall provide that:

1. Lessee shall require the insurance underwriter or agent to annotate on the policy that the Lessor shall be notified, via U.S. Mail, not less than thirty (30) days prior to the cancellation of the policy, and,
2. the City of Conway, Faulkner County, and their Directors, agents, trustees, officers, servants, and employees are named as additional insured parties at no expense, and,
3. Lessee's policy shall be considered primary with regards to any other insurance the Lessee may possess, including any self-insured retention or deductible Lessee may have or may obtain in the future, and any other insurance the Lessor may possess shall be deemed excess insurance only, and,
4. The limits of liability required herein are on an occurrence basis, and,
5. The policy shall be endorsed with a severability of interest of cross-liability endorsement, providing that the coverage shall act for each insured as though a separate policy had been written for each insured or additional insured, however, nothing contained herein shall act to increase the limits of liability of the insurance company.

E. Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either:

1. The Lessee shall reduce or eliminate such deductibles or self-insured retentions as it relates to the City of Conway, Faulkner County, and their Directors, agents, trustees, officers, servants, and employees, or,
2. Lessee shall procure a bond equal to the amount of such deductibles or self-insured retentions guaranteeing payment of losses and related investigations, claims administration and defense expenses, including attorneys' fees, court costs and expert fees.

F. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within fifteen (15) days of receipt of notice from the Lessor, but in no event later than the effective date of cancellation, change, or reduction, provide to the Lessor a certificate showing that insurance coverage has been reinstated or provided through another insurance company.

Upon failure to provide such certificate, the Lessor may, without further notice, and, at its option, exercise the Lessor's rights as provided in the default provisions of this Agreement.

X. Indemnity.

A. Lessee shall indemnify, protect, defend and hold completely harmless, the City of Conway, Faulkner County, the Cantrell Field Airport, and their trustees, directors and councilors, officers, agents and employees, in their individual and official capacities, from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Lessee's use or occupancy of the Conway Regional Airport premises, the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur.

B. Lessor shall give notice to Lessee, via certified U.S. mail, of any such liability, loss, suit, claim or demand, and Lessee shall defend the indemnified party or parties using legal counsel acceptable to Lessor and the indemnified party. The provisions of this section shall survive the expiration or early termination of the Agreement.

XI. Aircraft Servicing and Fuel Storage.

A. Lessee shall be entitled to service Lessee's privately owned aircraft in accordance with applicable governmental regulations and Lessor's policies, as may be amended from time to time at the Lessor's sole discretion. Lessee may not service aircraft owned by others or otherwise engage in any aircraft related commercial services, including but not limited to, airframe and power-plant maintenance, aircraft painting, and avionics repair or aircraft fueling. Lessee must also comply with the fueling policy of the Lessor; as such policy may be amended from time to time at the Lessor's sole discretion. Lessee may not install fuel storage tanks or operate mobile refueling without the express written consent of the Lessor.

- B.** In addition to any other requirements set forth in this Agreement, Lessee shall comply with all Governmental requirements, including, without limitation, those of the City of Conway, Faulkner County, the State of Arkansas, Conway Regional Airport, the U.S. Environmental Protection Agency, and the Federal Aviation Administration. Lessee shall at all times comply with applicable federal, state, and local environmental and fire protection requirements, codes, standards, ordinances, or other regulatory measures in existence now or hereafter enacted.

All costs associated with compliance of environmental and fire prevention requirements, codes, standards, ordinances, or other regulatory measures shall be the responsibility of the Lessee.

- C.** Lessee shall be solely responsible for the removal of all waste fuel, oil, and hydraulic fluid products that are generated as a result of Lessee's operation of aircraft from the Conway Regional Airport property.

XII. Indemnity - Hazardous Substance.

A. Lessee shall not permit nor cause any hazardous substance to be used, stored, generated or disposed of on or in the Leased Premises or on the property of the Conway Regional Airport by Lessee, Lessee's agents, employees, contractors, or invitees without first obtaining the Lessor's written consent. If hazardous substances are used, stored, generated, or disposed of on or in the Leased Premises, except as permitted by the Lessor, or if the Leased Premises or any other Airport property become contaminated in any manner for which Lessee is responsible or legally liable, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including without limitation, a decrease in value of the Leased Premises or other Airport property, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises, or any Airport property, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Term hereof and arising as a result of that contamination by Lessee or Lessee's agents, employees, contractors or invitees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision.

B. Without limitation of the foregoing, if Lessee causes or permits the presence of any hazardous substance on the Leased Premises or other Airport property that results in contamination, Lessee shall promptly commence, at its sole expense, any and all necessary actions to return the contaminated premises to the condition existing prior to the presence of any such hazardous substance. Lessee shall obtain prior approval for any such remedial action from the Airport. This indemnification agreement includes but is not limited to the Lessee's previous and future use of the Airport.

C. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by the City of Conway, Faulkner County, the State of Arkansas, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous substance" includes but is not restricted to asbestos, lead-based paints, polychlorobiphenyls ("PCBs"), and petroleum and petroleum-related products.

XIII. No Liability for Exercise of Powers.

The Lessor shall not be liable to Lessee for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to the Lessor in the Agreement or by reason of governmental requirements; Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

XIV. Rules and Regulations.

Lessor has reasonable rules and regulations which Lessor may, from time to time in its sole discretion, amend, and which Lessee agrees to observe and obey with respect to the use of the Airport and its appurtenances, together with all facilities, improvements, equipment and services of the Airport, for the purpose of providing for safety, good order, good management, good conduct, sanitation and preservation of the Airport and its facilities; provided such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; or the procedures prescribed, or approved from time to time by the Federal Aviation Administration or its successors in duties, with respect to operations and maintenance of the Airport or operation of aircraft conducted by Lessee at the Airport.

XV. Assignment.

Lessee shall not be permitted to assign this Agreement, or any part thereof.

XVI. Surrender of Premises.

Lessee agrees to yield and deliver to Lessor the possession of the premises leased solely to Lessee, or to Lessee in common with others, at the termination of this Agreement, by expiration or otherwise, or of any renewal or extension thereof, in good condition, less fair wear and tear, in accordance with its express obligations hereunder, and Lessee shall have the right at any time during the said term, or renewal thereof, subject, however, to any valid lien which Lessor may have thereon for unpaid rents, fees, or charges, and subject to Lessee repairing damage caused to the Leased Premises by Lessee.

XVII. Force Majeure.

Neither Lessor nor Lessee, shall be deemed in violation of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargos, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage, or any other circumstances for which it is not responsible, or which are not under its control; provided, however, that this Section does not exempt the Lessee from paying the rentals, fees, and charges set forth herein. In any such case, a prompt written notice shall be given to the other party of the existence of such causes and of readiness to resume performance upon the removal or non-existence thereof.

XVIII. Cancellation by Lessor.

A. Notwithstanding anything to the contrary contained in this Agreement, Lessor may, at its option, declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights of entry and re-entry upon the premises:

1. If the rentals, fees, charges, or other money payments which the Lessee herein agrees to pay, or any part thereof, shall be unpaid on the date the same shall become due, or,
2. if the Lessee shall file a voluntary petition in bankruptcy or make a general assignment for the benefit of creditors or if the Lessee is adjudicated a bankrupt, or,
3. if the Lessee abandons and ceases to use premises for a period of ninety (90) consecutive days, except when such abandonment or cessation is due to fire, earthquake, strike, governmental action, or other cause beyond Lessor's control, or,
4. if the Lessee shall use or permit the use of the premises at any time for any purpose for which the use thereof at that time is not authorized by this Agreement or by a subsequent written agreement between the parties or shall use or permit the use thereof in violation of any law, rule or regulation to which the Lessee has agreed in this Agreement to comply with, or,
5. if the Lessee shall be in violation of any provision of this Agreement with respect to the leasing of the premises.

B. No termination declared by either party shall be effective unless and until not less than thirty (30) days have elapsed after written notice to the other party specifying the date upon which such termination shall take effect and the cause of which it is being terminated (and if such termination is by reason of default under this Agreement, specifying such default with reasonable accuracy); or,

1. No such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period, or,
2. In the event such cause is a default under this Agreement (for which termination is authorized) and if, by its nature, such default cannot be cured within such thirty (30) day period, termination shall not be effective if the party in default commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.

C. Lessee agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, the Lessor hereby expressly reserves the right to terminate this Agreement upon a determination by Lessor that the Leased Premises are needed for Airport construction or development. However, Lessor will give Lessee one-hundred eighty (180) day notice of Lessor's intent to terminate the agreement for construction or development.

XIX. Cancellation by Lessee.

Lessee, at its option, may declare this Agreement terminated in its entirety upon the happening of any one of the following events:

1. If a court of competent jurisdiction issues an injunction against the Lessor or any successor body to the Lessor preventing or restraining the use of the Airport for Airport purposes in its entirety, or any part thereof which may be used by the Lessee and which is substantially necessary to the Lessee for its operation, and if such injunction remains in force for a period of thirty (30) days or more, or,
2. if the premises becomes unusable in whole or in part, and the Lessor does not terminate the Agreement thereof pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably practicable with repairs and rebuilding necessary to restore the Premises to its condition prior to the occurrence of the damage, or,
3. if Lessor fails to provide and maintain means for free and unobstructed ingress and egress to and from the Premises in accordance with the provisions of this Agreement, or If by reason of any willful act by the Lessor, or any willful omission or act done or permitted to be done in violation of this Agreement,

whereupon the Lessor substantially interferes with the use by Lessee of the Premises for the purpose of which the uses thereof at that time is authorized by this Agreement.

XX. If the Lessor shall be in violation of any provisions of this Agreement and Lease with respect to maintenance of the Premises.

A. Notwithstanding anything to the contrary contained in this Agreement, no termination declared by either party shall be effective unless and until not less than thirty (30) days have elapsed after written notice to the other party specifying the date upon which such termination shall take effect and the cause for which this agreement is being terminated (and if such termination is by reason of default under this Agreement, specifying such default with reasonable accuracy), however,

B. no such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period, or,

C. in the event such cause is a default under this Agreement (for which termination is authorized) and if, by its nature, such default cannot be cured within such thirty (30) day period, termination shall not be effective if the party in default commences to correct such default within thirty (30) days.

XXI. Non-Waiver of Rights.

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants and conditions herein contained to be performed, kept or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default and no waiver of any such default shall be construed, or act, as a waiver of any subsequent default.

XXII. Nondiscrimination.

Lessee, as part of the consideration hereof, does hereby covenant and agree:

A. That no person on the grounds of race, color, religion, sex or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Lessee, in the use of the premises leased hereunder, and,

B. that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and,

C. that Lessee shall maintain, use, and operate in the Leased Premises and provide services in compliance with all requirements imposed by Title 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, which may be amended from time to time.

XXIII. Economic Nondiscrimination.

Lessor shall furnish all services on a reasonable and not unjustly discriminatory basis to all users thereof, and charge reasonable, and not unjustly discriminatory prices for all services provided.

XXIV. Subordination of Agreement.

This Agreement shall be subordinate to the provisions of any existing and future agreements between Lessor and the United States of America, the State of Arkansas, and Faulkner County, Arkansas, their courts, boards or agencies relative to the operation or maintenance of the Conway Regional Airport, the execution of which has been or will be required as a condition to the expenditure of federal, state or county funds or the issuance of bonds for the development of the Airport.

XXV. Notices.

All notices to Lessor provided for herein shall be sent by U.S. mail addressed to: City of Conway, Arkansas, 1201 Oak Street, Conway, Arkansas 72032 or as may be amended from time to time. All notices to Lessee provided for herein shall be sent by U.S. mail addressed to Lessee's mailing address on file at the City of Conway.

XXVI. Prior Agreements.

This Agreement cancels and supersedes all prior agreements between the parties hereto covering the premises, facilities, rights, privileges, and services referred to herein.

XXVII. Holding Over.

A. If Lessee remains in possession of the Leased Premises after the expiration of this Agreement, without a new lease reduced to writing and duly executed, even if Lessee shall have paid and Lessor shall have accepted rent in respect of such holding over, Lessee shall be deemed to be occupying the Leased Premises only as a tenant from month to month, subject to all the covenants, conditions and agreements in this Lease Agreement and cancelable by either party upon thirty (30) days written notice to the other.

B. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Arkansas. To the extent allowed by law, the venue for any action arising from this Agreement shall be the state court of the County of Faulkner, Arkansas.

C. If either party shall bring any legal or equitable action against the other, the losing party shall pay the reasonable attorney fees and costs incurred by the prevailing party in such action, including any appeal. For purposes of this section, "costs" shall include expert witness fees and court costs.

XXVIII. Taxes and Other Governmental Charges.

Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time may be lawfully assessed or levied against or with respect to the Leased Premises or Lessee's improvements, machinery, equipment or other property installed or used upon the Airport, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith and with due diligence, Lessee may contest any such taxes or governmental charges against the Agency assessing such taxes in accordance with the laws of the State of Arkansas.

XXIX. Invalidity of Clauses.

The invalidity of any portion, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part or portion thereof.

XXX. Approval by Lessor.

Wherever the approval of Lessor is called for herein, it is understood and agreed that such approval shall be in writing, in advance, and shall not be unreasonably withheld.

XXXI. Headings.

The Section titles shown in this Agreement are included only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

XXXII. Title.

Title to all improvements and fixtures constructed directly on the Leased Premises by Lessee shall be in the Lessor's name.

_____ **Nothing Follows** _____

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers and their official or corporate seals to be affixed hereto and attested as of the day and year first above set forth.

LESSOR: CITY OF CONWAY, ARKANSAS

By (Signature): _____

Print Name: _____

Print Title: _____

Address: _____

ATTEST: By (Signature): _____

Print Name and Title: _____

LESSEE: By (Signature): _____

Print Name: _____

Print Title: _____

Address: _____

ATTEST: By (Signature): _____

Name and Title: _____



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

AN ORDINANCE AMENDING BY REFERENCE THE CITY OF CONWAY ZONING ORDINANCE O-94-54, Article 1101 DEVELOPMENT REVIEW, ARTICLE 1101.7 DEVELOPMENT STANDARDS, P. SPECIAL STANDARDS, 6. AIRPORTS: DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

Whereas, certain design standards unique to airport development are necessary for coordinated design of airport structures.

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

Section 1. The City of Conway Zoning Ordinance O-94-54 is hereby amended by reference which was approved following notice as required by law, such ordinance consisting of the text and graphics, of which not less than three (3) copies have been and now are filed in the office of the Clerk of the City of Conway, Arkansas.

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

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

PASSED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Original Ordinance: City of Conway Zoning Ordinance O-94-54, Adopted in September, 1994
Amending Ordinance Ordinance No. O-13-__

CITY OF CONWAY AIRPORT DEVELOPMENT DESIGN REGULATIONS
CITY OF CONWAY ZONING ORDINANCE O-94-54, Article 1101 DEVELOPMENT REVIEW, ARTICLE 1101.7 DEVELOPMENT STANDARDS, P. SPECIAL STANDARDS, 6. AIRPORTS

Airport Structure Design Standards

- 1. Purpose.** As a unique land use within the City of Conway, special design standards are necessary for the orderly, safe, efficient, and aesthetically pleasing cohesive development of the property. The airport structure design standards maintain a level of consistency throughout the airport while providing flexibility for development. The minimum standards for aeronautical operations for the Cantrell Field are separate from these development standards and shall remain in full force and effect.
- 2. General Provisions.** No building, structure, or hangar shall be constructed on the Cantrell Field property unless approved by the City of Conway in conformity with the following areas:
 - Current Airport Layout Plan (ALP)
 - All applicable building restriction lines and height restrictions, to include line-of-sight restrictions as warranted.
 - Interference with any airport or Federal Aviation Administration radio or guidance equipment due to location or type of structural material.
 - Access to the proposed building in regards to safety and security, including any required easements, roads or taxiways.
 - An approved aviation ground lease with the City of Conway or an approved sublease within an existing authorized lessee of the City of Conway. Such lease is to include all areas deemed necessary to the normal use of the building. Minimum separation beyond the outermost perimeters of the structure shall be in accordance with the Airport Layout Plan.
- 3. Applicable Codes and Regulations.** Any construction within the Cantrell Field shall be subject to all current City, State, and Federal fire codes, building codes, zoning ordinances, overlay districts, FAA regulations, etc.
- 4. Development Review Pre-Application Requirements.** Prior to the issuance of a building permit and any construction, any proposed structure must be approved through City of Conway Development Review. If the proposed construction is to be leased, the lessee or their designee shall have an approved lease agreement with the City of Conway. Requirements per FAA Notice of Proposed Construction Requirements (FAA Form 7460-1) shall be met. FAA form website address: <http://www.faa.gov/forms/index.cfm/go/document.information/documentID/186273>
- 5. Development Review.** All construction on the airport property is subject to City of Conway Development Review regulations; Conway Zoning Ordinance O-94-54, Section 1101. These special Conway Regional Airport Standards shall be utilized for design guidelines and requirements. Procedures for submittals shall follow Section 1101.3 Procedures For Development Review. Refer to Section 1101.8 Specific Submission Requirements for application submittal requirements. Section 1101.7 Development Standards, P. Special Standards, 6. Airport Structures shall reference the following airport specific design standards.
- 6. FAA Review.** The Lessee is responsible for submitting a Notice of Proposed Construction, FAA Form 7460-1, to the Federal Aviation Administration for review and approval. The City of Conway will offer assistance to the Lessee in completing the form, if requested. The Lessee shall submit FAA form 7460-1 to the FAA following approval by the City of Conway of the hangar and/or building site location.

No construction shall commence until Lessor has provided City of Conway an approved FAA Form 7460-1. If Lessee begins construction before the FAA Form 7460-1 has been approved, Lessee would be in violation of the terms of the lease agreement.

7. **Aircraft Maintenance Hangars.** Aircraft maintenance hangars are those facilities providing avionics, instrument, propeller, or other aircraft component or airframe and engine maintenance or repair services.
- Location—Aircraft maintenance hangars may be situated only in those areas of the Airport specified for aviation use in the Airport Layout Plan (ALP).
 - Minimum Space Requirements—Building improvements shall include a minimum of 10,000 square feet of space. Building improvements shall include space for offices, and restroom facilities.
 - All hangars shall be provided with electrical service, lighting, smoke detectors, and fire extinguishers.
 - Paved aircraft apron space shall accommodate the maximum number and type of aircraft that can be stored within the hangar(s) at any one time. Paved apron areas shall be designed and constructed in accordance with FAA specifications.
8. **General Structure Design Standards**
- A. Site.** Proposed building site shall conform to the Airport Layout Plan (ALP). Site layouts should be designed to provide aesthetically pleasing street scenes; controlled accesses with maneuver area for emergency vehicles; convenient visitor parking; well-screened outdoor storage, loading areas, equipment and service areas; and an emphasis on the primary entrance or office portion of the building.
- B. Image Zone.** Similar to typical I-3 (Intensive Industrial) design standards Conway Zoning Ordinance Section 1101.7.O. an “Image Zone” or area most visible to public rights-of-way shall be most closely reviewed. The image zone area shall meet standards required for commercial, office, and multi-family development, especially in regard to landscaping.
- C. Landscaping.** Landscaping should be used to screen unsightly areas from public view. It is important to provide the majority of the landscaping where it provides the maximum public benefit. Landscaping throughout the project should be considered essential, and especially critical within the Image Zone. Due to the nature of airport height restrictions, trees shall be understory species or similar.
- D. Bird Attraction.** Buildings, structures, and landscaping materials shall integrate materials, features, or species of plant materials to prevent the perching, roosting, or otherwise attracting birds.
- E. Materials. Approved Types of Construction and Materials.** The objective of the City of Conway is to ensure that all new construction is of high quality and utilizes materials and finishes which will maintain their appearance with low maintenance.
- Private hangars shall be new construction using new construction materials.
 - Hangars and hangar-type buildings shall be constructed with steel or aluminum with non-glare roofing; the building color to consistent with existing aircraft hangars and be approved by City of Conway. All exterior metal surfaces shall have a durable finish applied at the point of manufacture. All exposed masonry shall be waterproofed.
 - All building drawings and specifications shall be approved by the City of Conway prior to construction. Drawings must be signed and stamped by a certified engineer and/or architect licensed in the State of Arkansas.
 - Building materials that produce glare or other effects that are hazardous to aircraft operation shall not be permitted. Windows and large areas are to be composed of non-reflective glass.
 - All glass used in the building system must be scratch and chip resistant as well as energy efficient to meet or exceed energy codes.
- F. Appearance.** Exterior colors and textures shall harmonize with other buildings and structures and shall be submitted to City of Conway for approval in the initial approval process. The City of Conway reserves the right to disapprove exterior materials or finishes that it feels will detract from the overall visual impression of the Airport.
- Since building and hangar roofs will be highly visible from aircraft using the Airport, roofs shall be attractively designed and constructed. Equipment located on roofs shall be screened. Signs, lettering, designs, or other graphics shall not be placed, painted, or otherwise located on roofs.
- G. Sound Attenuation.** Since all areas are subject to noise levels associated with the Airport, indoor sound levels shall not exceed limits stated in applicable City of Conway Building Codes for the type of occupancy.
- Noise levels produced by installed equipment and operations in or near areas where the public is present shall be managed and contained to reasonable levels compatible with occupied operational facilities.
- H. Fencing.** No fencing shall be allowed other than FAA required airport security fencing.

- I. **Access/Parking.** The number of parking spaces required for the specific use of the structure shall be submitted with construction plans. This shall include a physical description indicating where vehicles will be parked. Areas provided for parking shall be paved as required by the City of Conway. No cars or other vehicles will be permitted to be parked on unpaved areas.
- J. **Driveways and Loading Areas.** Driveways and other curb cuts will not exceed two per lease area. Landscaping and signage shall not obstruct lines of sight for traffic entering and exiting the highway.
- K. **Building/Mechanical Equipment.** All mechanical equipment, including all roof-mounted equipment and satellite dishes, shall be enclosed or screened so as to be an integral part of the architectural design and not in public view. The screen shall be opaque in nature and be a minimum of six feet tall. The screen material may be masonry or metal cladding, with the colors and finishing reflecting those used in the primary building. The screen material may be topped with barbed or razor wire, if necessary, for security purposes.

If the mechanical equipment is located on the roof of the structure, it shall be screened from view by using an opaque parapet wall. The parapet wall is an extension of the exterior walls. The parapet wall shall reflect the color and materials of the primary building. Non-glare or non-reflective material shall be utilized for any mechanical equipment that is roof mounted. Additionally, all roof appurtenances projecting above the roof, such as exhaust fans, heating and air conditioning units, condensers, elevator equipment, plumbing vents, and stacks shall be screened from view.

- L. **Sanitation/Dumpster Enclosures Refuse Collection Area.** All outdoor refuse collection areas shall be visually screened from public view, adjacent properties, and the airfield by an opaque screen utilizing the same or similar materials as the main building it serves. The location of refuse collection areas and materials used for screening shall be designated on the site plan submitted to the City of Conway. Private hangars shall utilize residential style roll carts.
- M. **Signage.** The signage for the Cantrell Field shall create identity and functionally to communicate information and directions. All signs shall fit aesthetically into the landscape with a simple, coordinated signage and graphic system. The goal is to contribute to the overall design unity of the project. Signage shall meet all City of Conway sign ordinance regulations. Private hangar signage shall conform as specified below.

Private Hangar Signage. Signage is prohibited on the roof and all sides of private aircraft hangars with the exception of one 4 foot x 4 foot area located on the landside and airside building facades. Signage within this area may contain any color graphic or logo identifying the private hangar, but must be approved by the Airport Advisory Committee and the City of Conway.

- N. **Building, Structure, and Parking Design Variance Procedure.** Any variance to specific design standards for all Airport structures and parking areas shall be reviewed by the Airport Manager with a recommendation of the Airport Advisory Committee. This recommendation shall be directed to the Planning Department for consideration during site plan development review. The Planning Director shall issue or deny the variance request per development review variance procedures of the Conway Zoning Ordinance.

8. Private Aircraft Hangar Specific Standards. In addition to general structure design standards, Hangars shall be subject to the following hangar specific standards.

- A. **Definition.** Aircraft storage hangars are defined as those facilities that are designed primarily for storage of one or more aircraft. If commercial maintenance operations are conducted in these buildings, additional requirements may be imposed.
- B. **Hangar Size.** The minimum square footage established for hangars constructed at the Cantrell Field is dependent upon the class of hangar being proposed, i.e., Private Hangar or Multiple Aircraft Storage Hangar. If the available lot lacks sufficient width or depth to meet the established standard, the City of Conway may, in its sole discretion, amend or reduce the standards established in this document.

Minimum Hangar Size:

- Multi-aircraft Storage Hangars: 10,000 square feet. Hangar may include space for offices, restrooms, public spaces and maintenance facilities.
- Other Facilities: Size shall be approved by the City of Conway.

- C. **Minimum Lot Size.** No building or hangar of any type shall be erected or constructed on any lot which has less than adequate space for the structure, parking as required and required setback limits. Lot size shall include required parking and building separation space.

- D. **Setbacks.** Building setbacks shall be 15 feet minimum from each side line, 0 feet from the apron side lease line, and 50 feet from the street side lease line.
- E. **Building Code Requirements.** Hangars constructed at the Cantrell Field shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed hangar will be reviewed by the City of Conway to determine compatibility with applicable building codes and the Airport Layout Plan. A building permit approval process must be completed for each building or structure.
- F. **As Built Plans.** Prior to issuance of a Certificate of Occupancy, one set of final "As Built" drawings in an acceptable electronic form shall be submitted to the City of Conway.
- G. **Structural Requirements.** All hangars shall be engineered to meet the International Building Code or the Building Code currently adopted by the City of Conway, Arkansas. The applicable Code shall apply as to allowable materials and structural strength for the structure class or type, as determined by use, seismic zone, wind, and snow loads. The fire ratings of structures used for the storage of aircraft shall comply with the International Fire Code (IFC), and NFPA standards, any federal, state, or municipal fire codes, and are subject to approval by the City of Conway, Arkansas.
- H. **Floor Construction.** All floors shall be constructed of a minimum of six (6) inches of Portland cement concrete placed on a compacted gravel sub-base. Concrete shall include such steel reinforcement as approved by a licensed civil engineer. Prior to construction of any floor, the contractor shall perform sub-surface analysis to determine the quality of the soil conditions on the site. All soil analyses shall be verified for suitability for construction by a licensed professional engineer.
- I. **Doors.** Private hangar aircraft doors shall be metal or composite material (fiberglass) and may be motorized rolling, bi-fold, or hydraulic type. Motorized rolling doors may not be used in hangar configurations where the open door of one hangar interferes with access to an adjacent hangar.
- All private hangars shall have a minimum of 2 personnel doors installed in all hangars. At least one door shall be on the landside and airside facade. All pedestrian doors must be pre-finished metal construction in metal jambs. No wood doors or jambs will be permitted on exterior access areas. The minimum width of any pedestrian doors shall be no less than thirty-six (36) inches and must have a one (1) hour fire rating.
- J. **Antennas / Satellite Dishes.** All antennas, satellite dishes and similar equipment shall be indicated on plan submittals. If any such equipment is desired to be installed after initial approval of Lessee's facility, Lessee shall receive approval in writing from the City of Conway prior to installation. No equipment shall be allowed that will interfere with existing or future airport operations. Conway Corporation shall provide cable television and internet service.
- K. **Aircraft Apron.** The Lessee shall provide an apron transition from the aircraft door of the hangar to the existing apron/taxi lane/taxiway edge. Aircraft aprons shall be constructed to provide space for the largest aircraft the hangar will accommodate. The apron shall match adjacent airfield materials and have a minimum thickness as approved by the airport manager. All aprons shall provide positive drainage to prevent ponding or standing water. Apron and floor-pad thicknesses shall be indicated on submitted plans.
- L. **Drainage.** A drainage plan shall be submitted indicating drainage flow and contours/elevations. Drainage from the construction project shall not have a negative impact on adjacent properties and shall flow into the Airport's natural or developed drainage. The elevation of the lot shall not be changed to materially affect the surface elevation or grade of the surrounding lots.
- Drainage from roofs shall not create erosion or affect adjacent properties. Perimeter roof drainage shall be controlled with gutters and downspouts. A soil erosion control plan shall be submitted to the City of Conway.
- All floor drain systems shall incorporate an oil/water separator.
- M. **Framing.** All hangar framing, to include roof trusses, shall be steel. All hangar structures shall be totally enclosed. No open sided structures shall be permitted on the Cantrell Field.
- N. **Exterior Materials.** All exterior surfaces shall be of new material, pre-finished steel. No painted wood, unfinished materials, or excessive glass-walls will be permitted. No used materials will be allowed except as approved by the City of Conway. It shall be the goal of the City of Conway to promote a uniform and professional appearance of aircraft hangars throughout the airport.
- O. **Steel Panel Attachment and Length.** The exterior steel panels shall be fastened to the metal building framing with galvanized, EPDM washered ring shank nails or screws or equivalent. The side and end sheets shall be one piece from the base trim to the roof. Rib panels shall conform to Architectural Series standards.
- P. **Roofing.** All roofs shall be metal, steel or aluminum, and match the exterior of the building. Flat roofs are prohibited. A uniform roof pitch of 2:12 shall be used.

- A. **Windows.** Building glazing shall not cause glare or reflections that will interfere with airport operations or ground movement. Windows or large areas of glass shall be oriented and/or treated to avoid reflections that could distract pilots during landing or departure.
- B. **Gutters and Downspouts.** Gutters shall be 5" Outside Diameter (O.D.), properly sized, and shall be installed on both sides of the building and provide 3" x 4" downspouts and elbows as required for proper drainage. Proper drainage shall include, but not be limited to the prohibition of water draining on any area of pavement. Gutters and Downspouts shall be factory finished.
- C. **Lighting.** The exterior of the building must be lighted for security purposes. Wall-mounted fixtures may be utilized; however, they shall be shielded to prevent spillage of excessive light onto the adjacent property. The maximum allowable lighting intensity for exterior areas is 10 foot-candles (FC), with 5 FC required at the property line.

Plans for lighting shall be submitted to the City of Conway for approval. Lighting in parking areas shall be a uniform style throughout the development, as approved by the City of Conway. Where pedestrian walkways are not adequately illuminated by street lighting or parking lot lighting, uniform walkway lights shall be used consistent with the style and design of the street lighting system. Any exterior pedestrian area adjacent to buildings or incorporated as part of the individual site plan shall use lighting compatible with the lighting styles of the walkway and parking area. Architectural lighting shall be restricted to concealed up-lighting or down-lighting. Such lighting shall be restrained in design and levels of illumination so as not to be a hazard to Airport operations.

The entrances to the primary structure shall be lighted with a fixture directly overhead of the door(s). Lighting shall be provided from the primary entrance of the building to the parking lot by one of two methods: a pole mounted fixture no more than 12 feet in height to the top of the fixture, or bollards no more than 42 inches in height.

Parking lot lighting shall be building mounted or bollards as referenced above.

Lighting shall not interfere with aircraft operations or be less than the minimum standards of the City of Conway Building Code.

A minimum of one (1) 150-watt LED light shall be required on the airside of each hangar for night illumination. Each light shall have light sources hidden from direct view to keep the glare from impairing pilots who may be taxing or taking off. A photoelectric sensor shall control each light.

- D. **Metal Trim.** Trim for corners, gables, base and fascia shall be die-formed steel from the same quality material as the siding panels.
- E. **Exterior Hangar Colors.** Building exterior walls and trim shall be "Ash Gray" or equivalent as shown on Ruffin Building Systems exterior color palette. Doors and trim shall be also utilize "Ash Gray" or equivalent. Roofing shall be "_____ " as shown on Ruffin Building Systems exterior color palette. The proposed colors must be approved by the by the Airport Advisory Committee or its successor and the City of Conway to insure a uniform appearance among the structures on Cantrell Field.
- F. **Sanitation.** Private hangars shall utilize residential style roll cart trash receptacles. Roll carts shall be stored inside the hangar except for the day of trash service.

Colors?



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

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

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

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

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

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

SECTION 1. The City of Conway Airport Height and Land Use Overlay District is hereby amended by reference which was approved following notice as required by law, such ordinance consisting of the text and graphics, of which not less than three (3) copies have been and now are filed in the office of the Clerk of the City of Conway, Arkansas.

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

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

PASSED this 12th day of November, 2013.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas

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

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

CITY OF CONWAY AIRPORT HEIGHT AND LAND USE ZONING OVERLAY DISTRICT

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

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

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

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

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

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

SECTION I: SHORT TITLE

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

SECTION II: DEFINITIONS

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

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

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

SECTION III: AIRPORT ZONES

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

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

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

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

SECTION IV: AIRPORT ZONE HEIGHT LIMITATIONS

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

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

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

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

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

SECTION V: LAND USE RESTRICTION

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

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

prohibited.

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

SECTION VI: NONCONFORMING USES

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

SECTION VII: PERMITS

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

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

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

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

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

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

SECTION VIII: ENFORCEMENT

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

SECTION IX: City Council

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

SECTION X: APPEALS

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

SECTION XI: JUDICIAL REVIEW

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

SECTION XII: PENALTIES

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

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

SECTION XIII: CONFLICTING REGULATIONS

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

SECTION XIV: SEVERABILITY

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

SECTION XV: EFFECTIVE DATE

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

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

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

EXHIBIT A

CONWAY AIRPORT LAND USE ZONING OVERLAY DISTRICT LEGAL DESCRIPTION

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

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

EXHIBIT B - CONWAY MUNICIPAL AIRPORT HEIGHT ZONING MAP

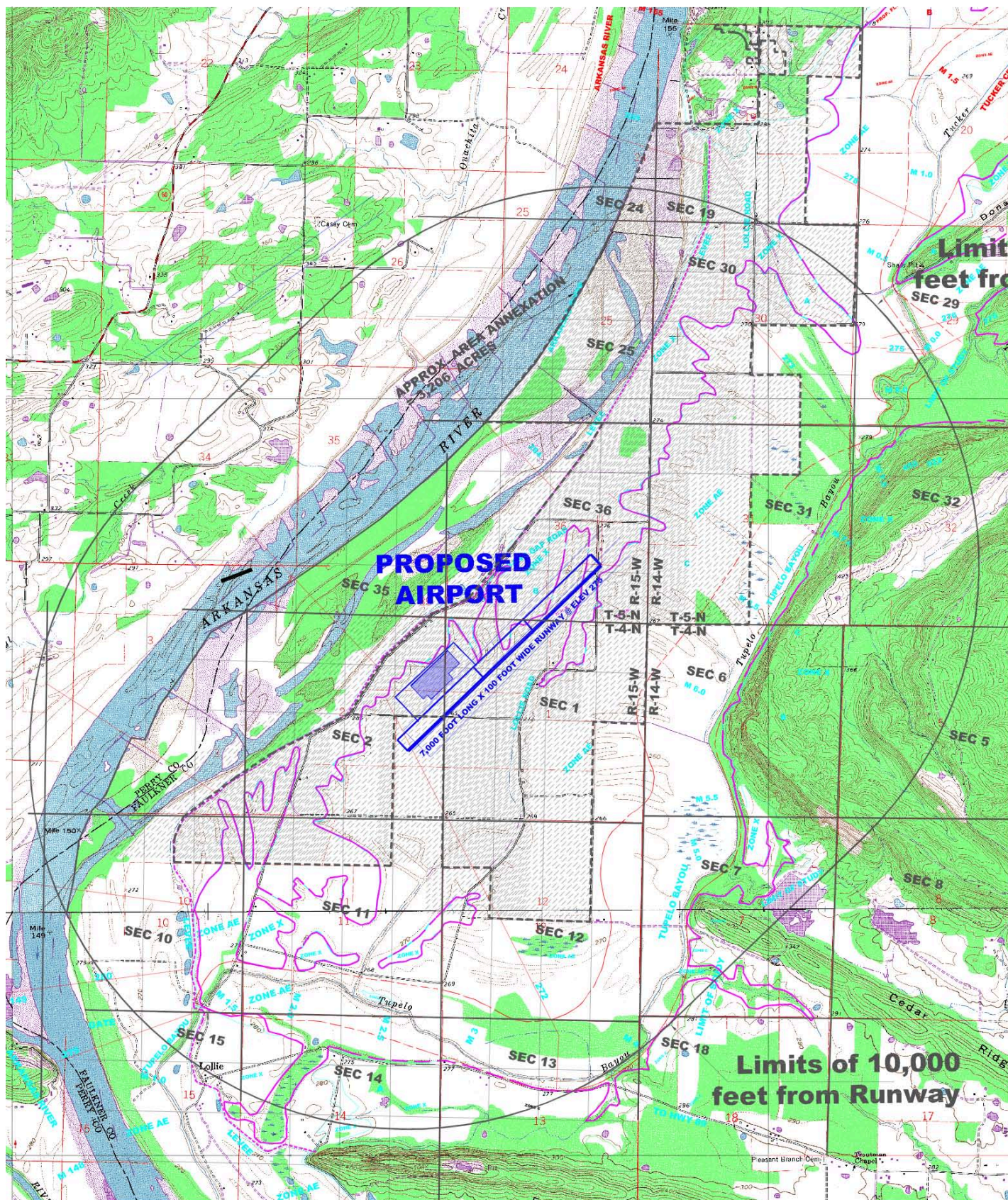


Exhibit C

Airport Overlay District Zoning And Development Design Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fuel Storage Tank General Regulations:

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Variance Procedures.

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

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

EXHIBIT C - Legal Description

CONWAY AIRPORT SPECIFIC LAND USE AND DEVELOPMENT DESIGN AREA LEGAL DESCRIPTION

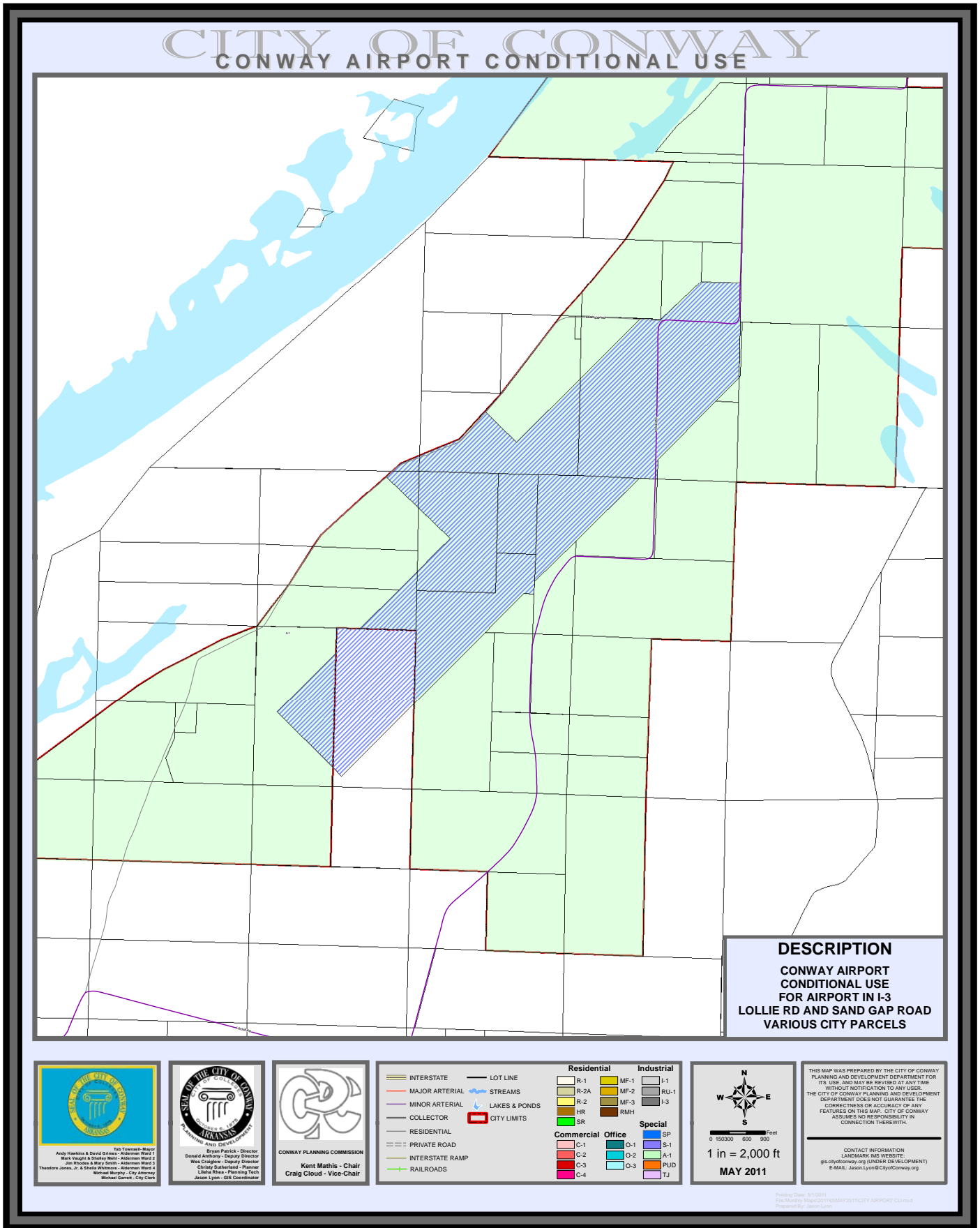
Beginning at a found ½" rebar at the SW corner of the SE ¼ SE ¼ of Section 36; thence along the west line of the E ½ of the SE ¼ N01-33-45E 2643.61 to a found 2" pipe at the SW corner of said SE ¼ NE ¼, said point being the point of beginning; thence leaving said west line N46-47-10E 928.85 feet; thence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

Also:

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

Also:

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



CONWAY MUNICIPAL AIRPORT DESIGN DEVELOPMENT AREA MAP



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

AN ORDINANCE ESTABLISHING THE CENTRAL BUSINESS IMPROVEMENT DISTRICT NO. 1 OF THE CITY OF CONWAY, ARKANSAS.

WHEREAS, pursuant to Arkansas Code Annotated § 14-184-103, the City Council of the City of Conway finds that the deterioration of the central business districts of the City of Conway ("the City") by reason of obsolescence, overcrowding, faulty arrangement or design, deleterious land use, or a combination of these or other factors is a threat to the property tax and other revenue sources of the City; and

WHEREAS, the elimination of urban blight and decay and the modernization and general improvement of central business districts by governmental action are considered necessary to promote the public health, safety, and welfare of the communities; and

WHEREAS, the restoration of central business districts is the appropriate subject for remedial legislation; and

WHEREAS, parties claiming to be more than two-thirds in value, as shown by the last Faulkner County assessment, of the owners of the property located within the territory hereinafter described have filed a Petition praying that a central business improvement district be established for the purposes hereinafter set out; and

WHEREAS, Lenders Title Company of Conway, Arkansas has certified that the owners of 75.34% of the assessed value of property within the District have signed the Petition; and

WHEREAS, after due notice as required by law, the City Council of the City of Conway, Arkansas, has heard all parties desiring to be heard, and has ascertained that the Petition was signed by more than two-thirds in value, as shown by the last Faulkner County assessment, of the owners of real property situated within the said territory;

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

Section 1. There is hereby established a central business improvement district, under the authority of Act 162 of 1973 (Arkansas Code Annotated Sections 14-184-101 *et seq.*, the boundaries of which are as follows:

Beginning at the Point of Beginning which is the corner of Mill Street and Parkway Street and moving easterly along Mill Street, to the corner of Mill Street and Harrison Street, whereupon thence moving southerly to the corner of Harrison Street and Garland Street, whereupon thence moving easterly to the corner of Garland Street and Harkrider Street, whereupon thence moving southerly along Harkrider Street to the intersection of Harkrider Street and Bruce Street. Thence moving northwesterly along a straight line to the intersection with the former roadbed of the old College Avenue, thence westerly along this old roadbed in a straight line to an intersection with College Avenue and continuing along this line to the corner of College Avenue and Locust Street, thence moving northerly along Locust Avenue to the intersection of Locust Street and North

Street, thence moving easterly along North Street to the corner of North Street and Parkway Avenue, thence northwesterly along Parkway Avenue to the Point of Beginning.

The district is hereby established for the purpose of constructing, establishing and operating such improvements, facilities, services and equipment as may be authorized by said Act 162 of 1973, all to be located, constructed, operated, and maintained in such manner and with such materials and under such circumstances and conditions as the Commissioners to be selected for the District shall deem for the best interests of the District, and that the costs thereof be assessed and charged upon the real property above described.

Section 2. The said central business improvement district shall be known as Central Business Improvement District No. 1 of the City of Conway, Arkansas and George Covington Sr., David Druey, Ray Kordsmeier, Greg Nabholz, and Steve Magie are hereby named Commissioners.

Pursuant to Arkansas Code Annotated § 14-184-111(a)(2)(A), at the initial meeting of commissioners, the governing body of the municipality shall divide randomly the commissioners into three (3) groups roughly equal in number.

- (A) The first group of commissioners shall serve a term of two (2) years.
- (B) The second group of commissioners shall serve a term of four (4) years.
- (C) The third group of commissioners shall serve a term of six (6) years.
- (D) Following the initial group of commissioners, all commissioners shall serve a term of six (6) years.

Section 3. It is hereby found and declared that the general improvement of such central business district is urgent. Therefore, an emergency is declared to exist, and this Ordinance, being necessary for the preservation of the public peace, health and safety, shall take effect, and be in force from the date of its approval.

PASSED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

CERTIFICATE

STATE OF ARKANSAS)
COUNTY OF FAULKNER) ss
CITY OF CONWAY)

I, _____, City Clerk within and for the City aforesaid, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____ of the Ordinances of the City of Conway, Arkansas, entitled: "AN ORDINANCE ESTABLISHING THE CENTRAL BUSINESS IMPROVEMENT DISTRICT NO. 1 OF THE CITY OF CONWAY, ARKANSAS"; passed by the City Council of said City on _____, 2013, said Ordinance now appearing of record in my office in Ordinance Record No. _____, at Page _____.

I further certify that said ordinance has not been repealed or amended since its adoption.

IN WITNESS WHEREOF, I have hereunto set my hand and Seal of Office on this _____ day of _____, 2013.

CITY CLERK
City of Conway, Arkansas

(S E A L)

NOTICE OF PUBLIC HEARING

BEFORE THE MAYOR & CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS; DISCUSSION OF ESTABLISHING THE CENTRAL BUSINESS IMPROVEMENT DISTRICT NO. 1 OF THE CITY OF CONWAY, ARKANSAS.

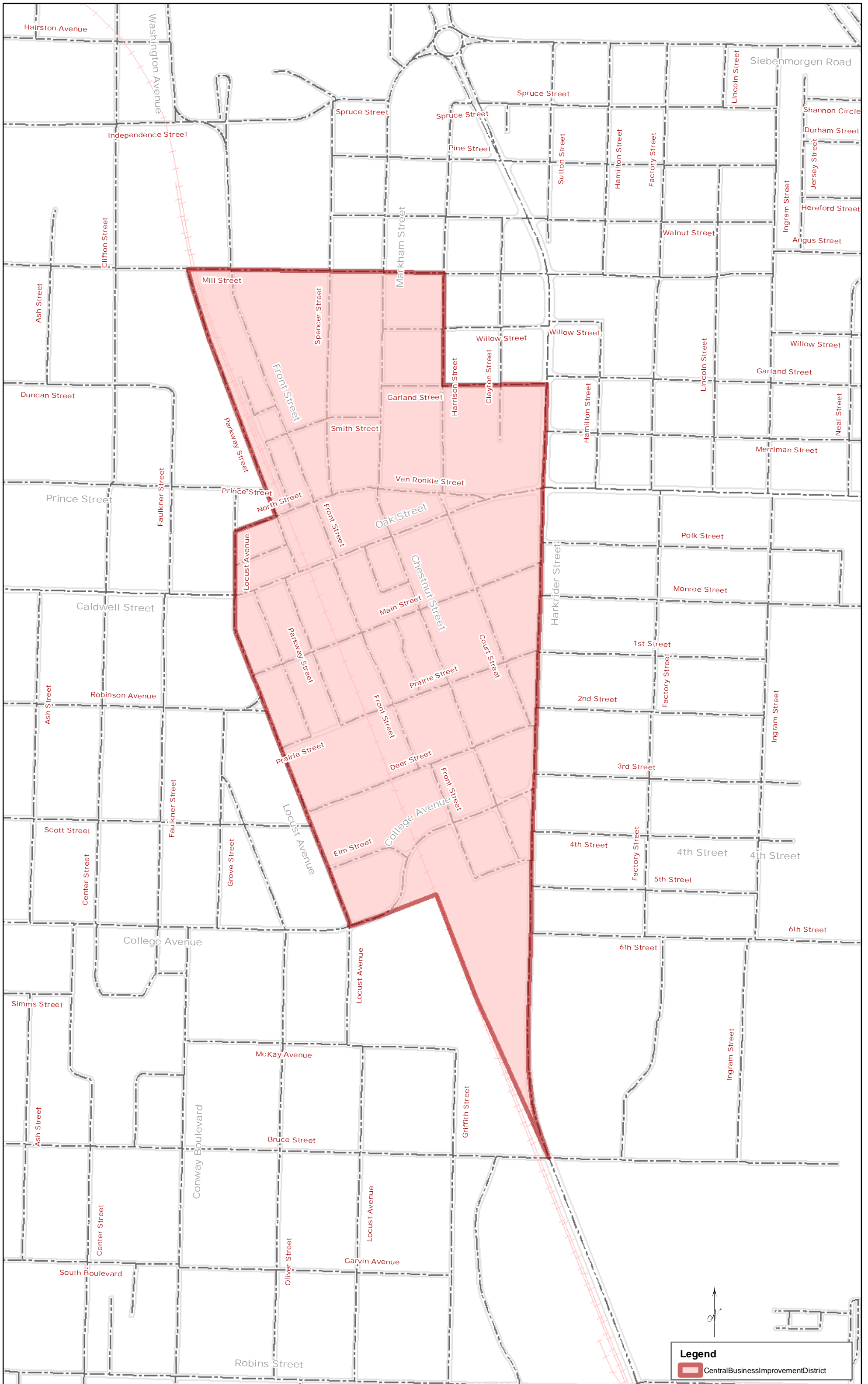
All owners of real property within the following described territory:

Beginning at the Point of Beginning which is the corner of Mill Street and Parkway Street and moving easterly along Mill Street, to the corner of Mill Street and Harrison Street, whereupon thence moving southerly to the corner of Harrison Street and Garland Street, whereupon thence moving easterly to the corner of Garland Street and Harkrider Street, whereupon thence moving southerly along Harkrider Street to the intersection of Harkrider Street and Bruce Street. Thence moving northwesterly along a straight line to the intersection with the former roadbed of the old College Avenue, thence westerly along this old roadbed in a straight line to an intersection with College Avenue and continuing along this line to the corner of College Avenue and Locust Street, thence moving northerly along Locust Avenue to the intersection of Locust Street and North Street, thence moving easterly along North Street to the corner of North Street and Parkway Avenue, thence northwesterly along Parkway Avenue to the Point of Beginning.

in the City of Conway, are hereby notified that a petition has been filed with the City Clerk of the City of Conway purporting to be signed by a two-thirds (2/3) in assessed value of the owners of real property within the territory, which petition prays that a Central Business Improvement District be formed embracing territory for *the purpose of constructing, establishing and operating such improvements, facilities, services and equipment as may be authorized by said Act 162 of 1973, all to be located, constructed, operated, and maintained in such manner and with such materials and under such circumstances and conditions as the Commissioners to be selected for the District shall deem for the best interests of the District*, and the cost thereof be assessed and charged upon the real property above described. All owners of real property within the territory are advised that said petition will be heard at the next meeting of the City Council. The City Council will determine whether those signing the petition constitute two-thirds (2/3) in value of the owner of real property; also at this meeting all owners of real property within the territory who desire will be heard upon the question.

The public hearing will be held during the next City Council meeting Tuesday, November 12th, 2013 @ 6:30pm at Judge Russell L. "Jack" Roberts District Court Building (810 Parkway Street, Conway, AR 72032).

Michael O. Garrett
City Clerk-Treasurer



Hairston Avenue

Washington Avenue

Independence Street

Clifton Street

Ash Street

Duncan Street

Prince Street

Caldwell Street

Ash Street

Robinson Avenue

Scott Street

Center Street

Simms Street

Ash Street

Center Street

South Boulevard

Robins Street

Conway Boulevard

McKay Avenue

Bruce Street

Oliver Street

Garvin Avenue

Locust Avenue

Locust Avenue

Prairie Street

Deer Street

Elm Street

College Avenue

Main Street

Chestnut Street

Oak Street

Van Ronkle Street

Smith Street

Garland Street

Willow Street

Willow Street

Pine Street

Spruce Street

Spruce Street

Spruce Street

Lincoln Street

Siebenmorgen Road

Shannon Circle

Durham Street

Jersey Street

Hereford Street

Angus Street

Willow Street

Garland Street

Merriman Street

Neal Street

Polk Street

Monroe Street

1st Street

2nd Street

3rd Street

4th Street

4th Street

4th Street

5th Street

6th Street

6th Street

Ingram Street



Legend
CentralBusinessImprovementDistrict

CITY OF CONWAY, ARKANSAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND
SINGLE AUDIT REPORTS
YEAR ENDED DECEMBER 31, 2012

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the City Council of the
City of Conway, Arkansas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the schedule of expenditures of federal awards of the City of Conway, Arkansas (the "City") as of and for the year ended December 31, 2012.

Internal Control Over Financial Reporting

In planning and performing our audit of the schedule of expenditures of federal awards, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the schedule of expenditures of federal awards, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's schedule of expenditures of federal awards is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Craft, Veach & Company

Craft, Veach & Company, PLC
North Little Rock, Arkansas
October 31, 2013



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the City Council of the
City of Conway, Arkansas

Report on Compliance for Each Major Federal Program

We have audited the City of Conway, Arkansas's (the "City") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended December 31, 2012. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Program

In our opinion, the City of Conway, Arkansas, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2012.

Report on Internal Control Over Compliance

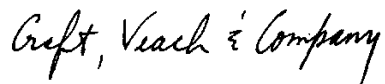
Management of the City of Conway, Arkansas is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the

effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.



Craft, Veach & Company, PLC
North Little Rock, Arkansas
October 31, 2013

Cluster / Program	Federal Agency / Pass-Through Entity	CFDA Number	Amount Expended
Community Development Block Grant	U.S. Department of Housing and Urban Development	14.128	\$ 546,465
Edward Byrne Memorial Justice Assistance Grant (JAG) Program	U.S. Department of Justice - Bureau of Justice Assistance	16.738	26,967
Airport Improvement Program	U.S. Department of Transportation - Federal Aviation Administration	20.106	2,850,968
Highway Planning and Construction (Federal-Aid Highway Program)	U.S. Department of Transportation - Federal Highway Commission / Arkansas State Highway and Transportation Department	20.205	812,170
Highway Safety Cluster / State and Community Highway Safety	U.S. Department of Transportation - National Highway Traffic Safety Administration / Arkansas State Police Highway Safety Subgrant Agreement	20.600	16,447
Highway Safety Cluster / Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grants	U.S. Department of Transportation - National Highway Traffic Safety Administration / Arkansas State Police Highway Safety Subgrant Agreement	20.601	17,131
Highway Safety Cluster / Occupant Protection Incentive Grants	U.S. Department of Transportation - National Highway Traffic Safety Administration / Arkansas State Police Highway Safety Subgrant Agreement	20.602	1,202
Homeland Security Cluster / Assistance to Firefighters Grant (AFG) FY 11, Operations and Safety Program	U.S. Department of Homeland Security - FEMA	97.044	182,183
Homeland Security Cluster / Homeland Security Grant Program FY 12, Law Enforcement Terrorism Prevention Activities (LETPA)	U.S. Department of Homeland Security - FEMA / Arkansas Department of Emergency Management / Faulkner County, Arkansas	97.067	50,118
Staffing for Adequate Fire and Emergency Response Grant FY08 (SAFER)	U.S. Department of Homeland Security - FEMA	97.083	59,546
Total Amount Expended			<u>\$ 4,563,197</u>

Note to the Schedule:

- The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, basic financial statements presented in conformity with any other basis of accounting.

SUMMARY OF AUDITOR'S RESULTS

1. No material weaknesses in internal control over financial reporting were identified during the audit.
2. No instance of noncompliance considered material to the schedule of expenditures of federal awards was disclosed by the audit.
3. The independent auditor's report on compliance with the types of compliance requirements that could have a direct and material effect on each major federal awards program expressed an unqualified opinion.
4. The audit disclosed no findings required to be reported by OMB Circular A-133 as it relates to major federal awards programs.
5. The City's major federal programs were:

<u>Program</u>	<u>CFDA Number</u>
Community Development Block Grant	14.218
Airport Improvement Program	20.106
6. A threshold of \$300,000 was used to distinguish between Type A and Type B programs as those terms are defined in OMB Circular A-133.
7. The Organization did not qualify as a low risk auditee as that term is defined in OMB Circular A-133.

Findings required to be reported by *Government Auditing Standards*

Reference

Number

Finding

No matters are reportable.

Findings required to be reported by OMB Circular A-133

Reference

Number

Finding

Questioned

Costs

No matters are reportable.

Findings required to be reported by *Government Auditing Standards*

Reference Number	Finding	Status
2011-01	Federal Program/Award: Community Development Block Grant Program (CFDA 14.218)	<i>Resolved</i>
	<p>Criteria: Per the federal contract, the U.S. Department of Housing and Urban Development (HUD) will only make payments to recipients for reimbursement of allowable costs associated with payroll, contractual obligations, or disbursed funds for a loan or subgrant.</p>	
	<p>Condition: The City was unable to provide supporting documentation and/or explanation of the amounts requested and received as reimbursements for administrative costs.</p>	
	<p>Effect: The City did not perform a reconciliation of the requested expenses to the actual expenses to ensure all eligible administrative costs were properly charged to the grantor. As a result of our audit procedures, we identified a total of \$22,186 in allowable administrative costs incurred during 2011 that had not been requested for reimbursement.</p>	
	<p>Recommendation: The City should implement and follow an adequate system of internal control procedures over the Community Development Block Grant Program (CDBG). For each reimbursement request, the program director and finance department should perform reconciliations of the request to supporting information. A request number and date should be noted on each set of original supporting documentation to ensure accurate administrative cost requests. This information should be filed and maintained in an organized manner in compliance with the grant agreement and internal procedures. This process should also be monitored on a regular basis by the CFO.</p>	
	<p>Management's Response: Management recognizes this deficiency and will establish a set of policies and procedures to prevent such an event from happening in the future.</p>	
	<p>Corrective Action Plan: The City's finance department and CDBG staff will implement the steps recommended above. In addition to those steps, the CFO will provide monthly expense budget reports to the CDBG Director so that recorded transactions can be reconciled to activity on file in the CDBG office.</p>	

Findings required to be reported by OMB Circular A-133

Reference Number	Finding
---------------------	---------

None.



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

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A 15 FOOT UTILITY EASEMENT LYING IN LOT 3-B OF A REPLAT OF LOT 3 CHRISTINA SUBDIVISION LOCATED WEST OF 2401 CHRISTINA LANE.

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by Tyler Group on behalf of Salem Place Nursing & Rehabilitation Center, Inc., to abandon a 15 foot utility easement located in the Christina Subdivision within the corporate limits of the City of Conway, Arkansas; and

Whereas, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the November 26th, 2013.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

PASSED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY

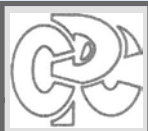
LOT 3-B CHRISTINA SUBDIVISION -- EASEMENT CLOSING



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



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



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

<ul style="list-style-type: none"> — INTERSTATE — MAJOR ARTERIAL — MINOR ARTERIAL — COLLECTOR — RESIDENTIAL — PRIVATE ROAD — INTERSTATE RAMP — RAILROADS 	<ul style="list-style-type: none"> — LOT LINE — STREAMS — LAKES & PONDS — CITY LIMITS 	<p>Residential</p> <ul style="list-style-type: none"> R-1 R-2A R-2 HR SR 	<p>Industrial</p> <ul style="list-style-type: none"> MF-1 MF-2 MF-3 RMH 	<p>Commercial</p> <ul style="list-style-type: none"> C-1 C-2 C-3 C-4 	<p>Office</p> <ul style="list-style-type: none"> O-1 O-2 O-3 	<p>Special</p> <ul style="list-style-type: none"> I-1 I-3 SP S-1 A-1 PUB
--	---	--	--	---	--	---

1 in = 200 ft

NOVEMBER 2013

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



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

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A 16.5 FOOT UTILITY EASEMENT LYING IN LOT 38 OF GOLDEN MEADOWS SUBDIVISION LOCATED AT 5015 WEST TYLER STREET.

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by Tyler Group on behalf of Ernesto Joel Castro, to abandon a 16.5 foot utility easement located in the Golden Meadows Subdivision within the corporate limits of the City of Conway, Arkansas; and

Whereas, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the November 26th, 2013 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

PASSED this 12th day of November, 2013.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY

LOT 38 GOLDEN MEADOWS SUB -- EASEMENT CLOSING



16.5 FOOT
TELEPHONE EASEMENT
CLOSING

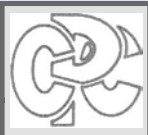
DESCRIPTION
GOLDEN MEADOWS SUB
LOT 38
EASEMENT CLOSING



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

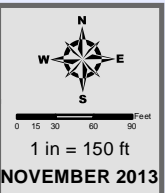


Bryan Patrick - Director
Wes Crispiner - Deputy Director
Christy Sutherland - Planner
Linda Black - Planning Tech
Jason Lyon - GIS Coordinator



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

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



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



MEMO

TO: Mayor Tab Townsell
CC: City Council Members
FROM: Barbara McElroy
DATE: November 1st, 2013
SUBJECT: Certified Liens – Code Enforcement

Message:

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

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

- | | |
|-----------------------|----------|
| 1. 2002 Prince Street | \$185.32 |
| 2. 1270 Pyramid | \$211.80 |
| 3. 130 Locust | \$218.59 |
| 4. 2745 Glohaven | \$324.14 |

Please advise if you have any questions.

Thank you for your consideration.



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

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 2002 Prince Street within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$185.32 (\$141.20 + Penalty-\$14.12 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **November 12th, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



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

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: October 1, 2013

Re: 2002 Prince

- September 11th, 2013– Warning Violation written regarding grass in the front & back yard by Bill Haynes
- Property Owner is listed as Steven & Suzanne Johns.
- Property was rechecked on 9/19/2013 with no action taken.
- No certified letters were sent since this was the second notice this year.
- Final Cleanup finished on 9/26/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

City of Conway
Code Enforcement

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



Barbara McElroy

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

October 1, 2013

Parcel # 710-04574-000

Steven & Suzanne Johns
2002 Prince Street
Conway, AR 72034

RE: Nuisance Abatement at 2002 Prince, Conway AR
Cost of Clean-Up, Amount Due: \$141.20

Dear Mr. & Mrs. Johns,

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

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

At its **November 12th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy

INVOICE

City of Conway Code Enforcement

DATE: NOVEMBER 7, 2013

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

TO Steven & Suzanne Johns
2002 Prince Street
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
2002 Prince

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Bill Haynes	710-04574-000		November 12th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing	17.90	17.90
1	1 Employee -Mowing	16.22	16.22
1	1 Employee -Mowing	15.23	15.23
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Bill Haynes)	18.74	18.74
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88

TOTAL BY
11/12/2013 \$141.20

- Total amount due after 11/12/2013 includes collection penalty & filing fees

TOTAL AFTER
11/12/2013 \$185.32

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: 09-11-13

Violator Name: Steven Johns

Address of Violation: 2002 Prince

Violation Type: Tall Grass

Warning #: CE7840

Description of Violation and Actions Taken: I wrote a citation for tall grass and had it mailed to the listed owner of 2002 Prince St. I knew this address to be a vacant foreclosure we mowed earlier in the year. Rechecks were conducted on 09-19 and 09-24-13 with no change in condition. Physical plant employees conducted the mowing on 09-26-13. Before and after pics are included.

Code Enforcement Officer: Bill Haynes

Officer Signature:  #403

Date: 09-30-13

Time: 1310hrs



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

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **1270 Pyramid** 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 **\$211.80** (\$165.28 + Penalty-\$16.52 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **November 12th, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



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

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: October 11, 2013

Re: 1270 Pyramid

- August 27th, 2013– Warning Violation written regarding grass by Tim Wells.
- Property Owner is listed as Christopher & Stacey Hefner.
- Property was rechecked on 9/4, 9/18, 9/24/2013 with no progress made.
- Certified and regular letters were mailed 9/5/2013 to address on file and letters came back with no forwarding address.
- Property was rechecked on 9/24/2013 with no progress.
- Final Cleanup finished 9/26/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

City of Conway
Code Enforcement

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



Barbara McElroy

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

September 30, 2013

Parcel # 711-12526-184

Christopher & Stacey Hefner
1270 Pyramid Drive
Conway, AR 72034

RE: Nuisance Abatement at 1270 Pyramid Drive, Conway AR
Cost of Clean-Up, Amount Due: \$165.28

Dear Mr. & Mrs. Hefner,

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

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

At its **November 12th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy

INVOICE

City of Conway Code Enforcement

DATE: NOVEMBER 7, 2013

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

TO Christopher & Stacey Hefner
1270 Pyramid Drive
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
1270 Pyramid Drive, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	711-12526-184		November 12th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing	26.50	26.50
1	1 Employee -Mowing	17.90	17.90
1	1 Employee -Mowing	16.22	16.22
1	1 Employee -Mowing	15.23	15.23
1	Maintenance Fee (Mower)	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
TOTAL BY 11/12/2013			\$165.28
TOTAL AFTER 11/12/2013			\$211.80

- Total amount due after 11/12/2013 includes collection penalty & filing fees

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

**Conway Code Enforcement
Incident Report**

Date of Violation: 08/27/13

Violator Name: Christopher Hefner

Address of Violation: 1270 Pyramid Drive

Violation Type: Grass over 8 inches

Warning #: CE7754

Description of Violation and Actions Taken: On 08/27/13, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 1270 Pyramid Drive for grass over eight inches long. On 09/04/13 a recheck was conducted and there was no progress made. Certified letter was sent on 09/05/13. A second recheck was conducted on 09/18/13 and there was no progress. A third recheck was conducted on 09/24/13 and there was no progress. Cleanup was scheduled. Cleanup was completed on 09/26/13.

Code Enforcement Officer: Tim Wells

Officer Signature: J. Wells

Date: 10/31/13

Time: 7:56



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

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **130 Locust** 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 **\$218.59** (\$171.41 + Penalty-\$17.14 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **November 12th, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



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

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: October 11, 2013

Re: 130 Locust Street

- September 5th, 2013– Warning Violation written regarding grass and pile of limbs in driveway by Tim Wells.
- Property Owner is listed as Carl & Katherine George.
- Property was rechecked on 9/13/2013 with no progress made.
- Certified and regular letters were mailed 9/13/2013 to address on file and both letters came back with no forwarding address.
- Property was rechecked on 10-2-2013 with no progress.
- Final Cleanup finished 10/8/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

INVOICE

City of Conway Code Enforcement

DATE: NOVEMBER 7, 2013

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

TO Carl & Katherine George
130 Locust Street
Conway, AR 72034

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

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	710-02518-001		November 12th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing	17.90	17.90
1	1 Employee -Mowing	16.22	16.22
1	1 Employee -Mowing	15.23	15.23
1	Maintenance Fee	15.00	15.00
1	Landfill Fee	32.63	32.63
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
TOTAL BY 11/12/2013			\$171.41
TOTAL AFTER 11/12/2013			\$218.59

- Total amount due after 11/12/2013 includes collection penalty & filing fees

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

City of Conway
Code Enforcement

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



Barbara McElroy

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

October 11, 2013

Parcel # 710-02518-001

Carl & Katherine George
130 Locust Street
Conway, AR 72034

RE: Nuisance Abatement at 130 Locust Street, Conway AR
Cost of Clean-Up, Amount Due: \$171.45

Dear Mr. & Mrs. George,

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

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

At its **November 12th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy

**Conway Code Enforcement
Incident Report**

Date of Violation: 09/05/13

Violator Name: Carl and Kathleen George

Address of Violation: 130 Locust

Violation Type: Grass over 8 inches and rubbish/trash

Warning #: CE7798

Description of Violation and Actions Taken: On 09/05/13, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 130 Locust for grass over eight inches long and rubbish/trash. On 09/13/13 a recheck was conducted and there was no progress made. Certified letter was sent on 09/13/13. A second recheck was conducted on 10/03/13 and there was no progress. Cleanup was scheduled. Cleanup was completed on 10/08/13.

Code Enforcement Officer: Tim Wells

Officer Signature: T. Wells

Date: 10/31/13

Time: 7:42



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

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 2745 Glohaven 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 \$324.14 (\$267.40 + Penalty-\$26.74 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **November 12th, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



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

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: October 1, 2013

Re: 2745 Glohaven

- September 10th, 2013– Warning Violation written regarding grass in the front & back yard by Bill Haynes
- Property Owner is listed Markin & Sherry Bailey.
- Property was rechecked on 9/18/2013 with no action taken.
- No certified letters were sent since this was the second notice this year.
- Final Cleanup finished on 9/26/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

INVOICE

City of Conway Code Enforcement

DATE: NOVEMBER 7, 2013

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

TO Markin & Sherry Bailey
2745 Glohaven Drive
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
2745 Glohaven Drive

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Bill Haynes	711-12793-133		November 12th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing	30.88	30.88
1	1 Employee -Mowing	26.50	26.50
1	1 Employee -Mowing	17.90	17.90
1	1 Employee -Mowing	17.86	17.86
1	1 Employee -Mowing	16.22	16.22
1	1 Employee -Mowing	15.23	15.23
1	1 Employee -Mowing	10.48	10.48
1	1 Employee -Mowing	10.48	10.48
3	Maintenance Fee (2 mowers & tractor/bushog)	15.00	45.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Bill Haynes)	18.74	18.74
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88

TOTAL BY
11/12/2013 \$267.40

- Total amount due after 11/12/2013 includes collection penalty & filing fees

TOTAL AFTER
11/12/2013 \$324.14

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;

City of Conway
Code Enforcement

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



Barbara McElroy

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

October 1, 2013

Parcel # 711-12793-133

Markin & Sherry Bailey
2745 Glohaven Drive
Conway, AR 72034

RE: Nuisance Abatement at 2745 Glohaven Drive, Conway AR
Cost of Clean-Up, Amount Due: \$267.40

Dear Mr. & Mrs. Bailey,

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

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

At its **November 12th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy

**Conway Code Enforcement
Incident Report**

Date of Violation: 09-10-13

Violator Name: Markin Bailey

Address of Violation: 2745 Glohaven

Violation Type: Tall Grass

Warning #: CE7830

Description of Violation and Actions Taken: On Sept 10th 2013, I observed tall grass and weeds at 2745 Glohaven. I knew this house to be a vacant foreclosure we had mowed earlier in the year. Citations and letters were sent by mail. Rechecks were conducted on 09-18-13 and on 09-24-13 with no change in condition. Physical plant employees conducted mowing on 09-26-13. Before and after pics are included.

Code Enforcement Officer: Bill Haynes

Officer Signature: Bill Haynes #4103

Date: 09-30-13

Time: 1300hrs



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

AN ORDINANCE ACCEPTING AND APPROPRIATING DONATION FUNDS FOR THE CONWAY TREE BOARD TO HELP PAY FOR EXPENSES ASSOCIATED WITH THE ANNUAL ARBOR DAY CELEBRATION; AND FOR OTHER PURPOSES;

Whereas, donations in the amount of \$401 were received from various sources in support of the annual Arbor Day celebration; and

Whereas, the holiday of Arbor Day, recognized by official proclamation, is one of critical importance to the education of the general public to the beneficial role our urban forest plays within our community.

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

Section 1. The City of Conway, Arkansas, shall accept donation funds in the amount of \$401 and appropriate said funds from the Donations Account (260-000-4705) to the Tree Board Account (260-000-5430).

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

Passed this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

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



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

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

November 7, 2013

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

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

Dear Mayor Townsell:

One of the renters displaced from Tract 72 (Maltbia Property), request payment for eligible rental subsidy in the amount of \$10,894.38 for the difference between their previous housing cost and the current housing cost as presented on the attached form.

This amount is computed by our right of way acquisition consultant, OR Colan & Associates, based on eligible compensation for person relocated by a highway construction project..

Please advise if you are in agreement with this request.

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

Thanks,

Ronnie Hall, P.E.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
Rental Subsidy Claim

TO: Arkansas State Highway and Transportation Department
Relocation Section

Job No. 080430 Tract No. 72X Date of Claim 10/25/13

Displaced Person Marcus Hawkins

1 Tenant Short Term Owner Long Term Owner
If Long or Short Term Owner show replacement housing payment offer.....\$ N/A

SUBJECT DWELLING UNIT:

Address 366 Sturgis Road, Conway AR 72032 Date Occupied 4-23-11

Type Dwelling Unit SFR Rental Fee including utility costs (Last 3 months average) \$ 407.00

REPLACEMENT HOUSING UNIT - Occupied at the time Subject Payment is Being Claimed

Address 1914 Dave Ward # Date Occupied 3/18/13

Type Dwelling Unit Apartment New Telephone No. N/A

Replacement Was Located With Without Assistance from Department Personnel

Replacement Dwelling Is Is Not Located in Public Subsidized Rental Housing.

Relocatee Is Is Not Receiving Rental Subsidy Payments from any other Public Agency. If so, Amount

Received per Month \$ N/A Agency's Name N/A

PAYMENT COMPUTATION:

Rental Fee and utility costs for Replacement No. 1, which is considered most nearly comparable to

1. Subject is \$ 407 x 42 months =\$ 17,094
2. Subject's existing economic Rental Fee and utility costs \$ _____ or if less, 30% of monthly gross income \$ _____ or if less, other government assistance for housing \$ _____ x 42 months =
\$ 17,094
3. Computed increased rental cost (subtract line 2 from line 1)..... \$ 17,094
4. Rental fee and utility costs of actual replacement \$ 666.39 x 42 months =\$ 27,988.38
5. Subject's existing economic Rental Fee and utility costs \$ _____ or if less, 30% of monthly gross income \$ N/A or if less, other government assistance for housing \$ N/A x 42 months =
\$ 27,988.38
6. Actual increased rental and utility cost (subject line 5 from line 4)..... \$ 10,894.38
7. Total rental subsidy payment due (line 3 or 6 whichever is less).....\$ 10,894.38

The undersigned certifies that I/We legally occupied the above subject dwelling unit for not less than 90 consecutive days prior to the date that negotiations were initiated by the Department for the subject property. I/We further certify that the subject dwelling unit was my/our principal and legal residence. I/We further certify that the replacement dwelling unit meets decent, safe and sanitary standards as outlined in the Department's relocation brochure. I/We further certify that to the best of our knowledge and belief we are eligible for the payment claimed herein.

I/WE further CERTIFY that I/WE are either a (check one) U. S. Citizen, U. S. National, or a legal alien in the U. S.

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

Signature Marcus Hawkins
SS# _____
Signature _____
SS# _____

TO BE COMPLETED BY THE
ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

- Total Rental Subsidy Payment Due on Front of Claim Form Agrees with "Rental Subsidy Computation Sheet".....[]
- Displacement Was Necessary Due to Highway Taking.....[]
- Subject Dwelling Unit Has Been Acquired by Highway Department.....[]
- Displacee Occupied Subject for Required 90 Day Period.....[]
- Claim Filed Within Required Time Limit.....[]
- Replacement Meets Decent, Safe and Sanitary Requirements (Inspection Report in Tract File).....[]
- Computations Have Been Checked and Are Correct.....[]
- Displacee Was In Occupancy of Subject at Initiation of Negotiations.....[]
- If "Long or Short Term" Owner Involved "Total Payment Due" Does Not Exceed Replacement Housing Payment Offer.....[]

Comments:

I Certify that the above determination is a just and correct payment.

I further certify that I have no direct or indirect present or contemplated personal interest in this transaction and that I will not derive any benefit from the payment of the above claim.

I understand that the above determination is to be used in connection with a Federal Aid Highway Project.

This Claim is approved _____ disapproved _____ for payment as follows:

Signature _____

Date _____

Date claim received in
Relocation Office

Payment recorded
in Ledger _____

Date Paid _____

Amount of
Approved Payment \$ _____

Authorized Signature

Date

Arkansas State Highway and Transportation Department

RESIDENTIAL RELOCATION

Decent, Safe, Sanitary Inspection
 Owner-Occupant
 Tenant
 Roomer
 Comparable Replacement Housing
 Mobile Home Site Only
 Mobile Home Only

Job No. 080430
FAP No. _____
Tract No. 72X

1. Name Hawkins Marcus Spouse none
Last First Initial First Initial
2. Address 366 Sturgis Road, Conway, AR 3. Zip Code _____
4. Telephone Number 501-428-2435 5. Race: White Black Oriental Other
6. Years: Site 1 7. Family Compositions: No. of Persons 1 Adults 1 Minors 2

IF COMPARABLE HOUSING COMPLETE 8 AND 9

8. Name or No. Washington Square Apartments Address/Location 1914 Dave Ward Drive, Conway, AR
9. Listed Price \$ 500.00/Mo. Realtor n/a
10. Number of Rooms 5 including 3 bedrooms 11. Location: Rural Suburban City
a. Furnished _____ b. Unfurnished X
12. Type of Neighborhood apartments Size of Homesite _____
13. Type of Construction (frame, etc.) Combination of Brick and Frame Size 1,365 s.f. Age 39 Years 1974
14. State of Repair: Good Fair Poor 15. Use of Dwelling (single family, etc.) single family apartment
16. Rooms and square footage are functionally equivalent and adequate to accommodate displaced..... Yes No
Conforms with all State, Local Housing Occupancy Codes and similar applicable ordinance or regulations..... Yes No
17. Adequate and safe wiring system Yes No 18. Adequate heating system..... Yes No
19. Adequate supply of potable safe water Yes No
20. Kitchen Area Contains: Yes No 21. Bathroom: Yes No
a. Sink in good working condition..... a. Well lighted.....
b. Sink connected to hot & cold water..... b. Ventilated.....
c. Sewage drainage system..... c. Bathtub or stall shower.....
d. Utility service connections..... d. Lavatory.....
e. Space for installing appliances..... e. Hot and cold water.....
f. Flush water closet.....
g. Connected to sewage disposal.....
h. Affords privacy.....
22. Provision for artificial lighting, each room.....
23. Safe unobstructed means of egress to ground level.....
If displaced is handicapped, dwelling is free of any barriers that would prevent ingress or egress to ground level.....

24. Improvements: Asphalt Street Concrete Street
 Curbs Sidewalks
 Alley Driveway

25. Utilities: Gas Electricity
 Water Sanitary Sewer
 Storm Sewer Well Septic Tank

26. Proximity of property to: (Distance) a. Transportation n/a b. Town or shopping center yes c. Schools yes d. Churches yes
27. Value of Dwelling n/a Rent Paid \$ 500.00/Mo Including Utilities Yes No

No. Baths 1 1/2

INSPECTION COMMENT: Apartment was clean and adequate.

This house was inspected and to the best of my knowledge DOES DOES NOT meet the requirements for decent, safe and sanitary housing.

This IS IS NOT to the best of my knowledge "fair housing".

By Jan Wardell Title Relocation Coordinator Date 10/9/13

TRENT-HAWK-PATTON

P.O. Box 214
Conway, AR 72033
(501) 327-2929
Fax (501) 327-2775

Tenants Marcus Hawkins, do hereby rent from landlord:
Address 10114 Duffwood Drive

Contract commencing on the 20th day of March, 2013 and monthly thereafter until this contract is terminated as hereinafter provided for and tenants in consideration of said renting agree:

ONE - To pay as rental for said apartment the sum of \$500.00 per month, payable in advance. Rent was pro-rated to the first, and is due on the first day of each month, and is to be paid during the first five days of business each month without late charges. Late charges are \$5.00 PER DAY, beginning on the first. Tenants agree to vacate said property and give the owner immediate possession if the rent ever becomes 10 days past due.

TWO - To use said apartment as living quarters for the residence of said Tenants being 1 adults and 2 children and for no other purpose whatsoever. All automobiles must be parked in the marked designated parking spaces. Automobile and all vehicle speed limits, will not exceed five miles per hour on the apartment premises.

THREE - A deposit of \$400.00 upon occupancy to be held in escrow by Owner. The deposit is non-refundable without a 30 day notice and a minimum tenancy of 6 months. Tenant assumes responsibility for the condition of this apartment unless a written list of deficiencies in the condition of walls, floors, and etc. is submitted upon moving in. (This is important. It can determine the amount of deposit refunded.) The deposit applies upon termination of contract toward cleaning of premises (if applicable) and/or payment of any damages to apartment and furnishing and is not used as rent. Unused portion will be refunded providing 30 days notice has been received by Owner with the rent paid through the notice time.

FOUR - Not to sublet said apartment or any part thereof NOR KEEP ANY ANIMAL OR PET for use said apartment for any unlawful or immoral purposes, nor play any musical instrument or radio or television set before 8:00 A.M. or after 10:00 P.M. loudly enough to be heard by other tenants, nor violate any regulations of the Board of Health, City Ordinances or state laws of Arkansas.

FIVE - Tenants will be responsible for the conduct of their guests on the premises. Any untoward action such as loud shouting, singing, fighting, throwing of any object as to endanger other occupants or guests will upon appropriate determination be grounds for Owner to declare contract null and void and termination of tenancy will be effected within seven (7) days of formal notice.

SIX - Tenants specifically agree that all items hung on the wall will be done by using small nails only, no sticky-backed hangers. Painting, wallpapering, lock changes are not allowed. Tenants are also responsible for and agree to pay for any damage done by wind or rain caused by leaving doors or windows open.

SEVEN - That said Owner shall not be liable for any damage occasioned by failure to keep premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes in, above or upon or about said building or premises, not for any damage arising from acts or negligence of co-tenants or other occupants of same building, or of any owners or occupants of adjacent or contiguous property.

EIGHT - Owner may enter said apartment at any time to inspect, repair, and maintain same, or to show the property to any prospective buyer or loan or insurance agent and in case either party has given notice of termination of the tenancy to show the premises to any prospective tenant at the current tenants convenience.

NINE - Tenants to pay all court costs and reasonable attorney's fees incurred by Owner in enforcing by legal action or otherwise any of Owner's rights under this rental contract or under any law of this state. It is also agreed that if any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained, then it shall be lawful for the Owner to re-enter the said premises and to remove all personal property of the Tenant therefrom. It is understood that if the Tenant is in default of any of the rules or covenants of this rental contract, the Owner has the right to use a lock-out key to prevent the Tenant's access to said apartment or premises until such default is remedied.

TEN - Normal tenancy may be terminated at any time by mutual consent of the parties or by either party giving written notice to the other not less than thirty (30) days before date of termination. Tenants must notify Owner when they have vacated apartment and turn in all keys or rent will continue. If a tenant gives 30 days notice to vacate you must move. Any provision of this rental contract may be changed by Owner with a thirty (30) day notice. Should Tenant vacate his apartment without notifying the manager, the manager may re-rent Tenant's apartment immediately. Such re-rental will not be construed as a surrender of the former tenancy by operation of law and Owner may retain all rental money advanced, deposit money, and hold the original tenant liable on any deficiency that may develop.

ELEVEN - This contract must be signed by all tenants of this apartment.

Executed and entered into this 20th day of March, 2013
By [Signature] Marcus Hawkins

OWNER

TENANTS

ADJWAY CORPORATION

P.O. BOX 99
 CONWAY, ARKANSAS 72083
 PHONE (501) 455-6000

ACCOUNT NUMBER 2457407 INVOICE NUMBER 3026081
 SERVICE LOCATION 1914 DAVE WARD DR
 INVOICE DATE 07/17/2013 SERVICE TO 07/17/2013 USAGE DAYS 29

SERIAL NUMBER	READINGS		DESCRIPTION	QUANTITY	AMOUNT
	PREVIOUS	CURRENT			
019623025	6655	670	ELECTRIC CUSTOMER CHARGE KWH USAGE COST OF POWER ADJUSTMENT ELECTRIC FRANCHISE TAXES	1700	6.00 119.11 25.20 3.51 10.11
019623025	6655	670	WATER CUSTOMER CHARGE WATER CONSUMPTION FED SAFE DRINKING WATER ACT TAXES	5	4.32 12.45 .30 1.46
19620025			WASTEWATER SEWER		23.12
19620025			SANITATION SANITATION PICK-UP TAXES	1	12.90 1.13
19620025			CABLE TV STARTER CABLE DIGITAL RESIDENTIAL PACKAGE HDTV HDTV/DVR PROMOTION CABLE FRANCHISE DCA-DVR CONVERTER TAXES		48.50 14.50 7.95 -17.95 2.28 10.00 5.01

159.36
 11.53
 143.83
 14.03
 121.80



TRENT-HAWK-PATTON
 P.O. Box 214
 Conway, Arkansas 72033-0214
 (501) 327-2929

18093
 Date 3-26-13

Received of HAWKINS

The Sum Of _____ Dollars \$ 900.00

For 1914 RWA Rent 500.00 dep 400.00

THANK YOU!

Cash Check M.O. Credit Card By JM



TRENT-HAWK-PATTON
 P.O. Box 214
 Conway, Arkansas 72033-0214
 (501) 327-2929

18200
 Date 5-2-13

Received of HAWKINS

The Sum Of _____ Dollars \$ 400.00

For 1914 RWA

THANK YOU!

Cash Check M.O. Credit Card By JM



TRENT-HAWK-PATTON
 P.O. Box 214
 Conway, Arkansas 72033-0214
 (501) 327-2929

18581
 Date 6-27-13

Received of Hawkins

The Sum Of _____ Dollars \$ 500.00

For 1914 DWD

THANK YOU!

Cash Check M.O. Credit Card By (MT)

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Marcus O Hawkins

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1914 Dave Ward

City, state, and ZIP code
Comstock AR 72034

Requester's name and address (optional)

USF account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Marcus Hawkins Date ▶ 8-25-13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 1514 AND 1516 BRUCE STREET, AND 303 AND 309 CONWAY BOULEVARD FROM R-2A TO S-1:

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

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

Being Lots 22, 23, and 24, Block 56 College Park Subdivision of Boulevard Addition to the City of Conway, Arkansas, Faulkner County

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

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

PASSED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

November 5, 2013

Council Members
Conway, AR 72032

Dear Council Members:

Central Baptist College request for a rezoning from R-2A to S-1 for property located at 1514 and 1516 Bruce Street, and 303 and 309 Conway Boulevard with the legal description

Being Lots 22, 23, and 24, Block 56 College Park Subdivision of Boulevard Addition to the City of Conway, Arkansas, Faulkner County

was reviewed by the Planning Commission at their regular meeting on October 21, 2013. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval.

Sincerely,

Jon Arms, Chair
Planning Commission



CONWAY PLANNING COMMISSION

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

November 5, 2013

Council Members
Conway, AR 72032

Dear Council Members:

Chick-fil-A request for a Conditional Use Permit to allow a drive through window in a PUD being developed according to C-2 zoning district standards for property located at 2510 Prince Street with the legal description

Lot 3, Block One (Outparcel Tract) of the Wal-Mart - Baker Subdivision

was reviewed by the Planning Commission at their regular meeting on October 21, 2013. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval subject to the following conditions that align with the PUD conditions already in place for the property.

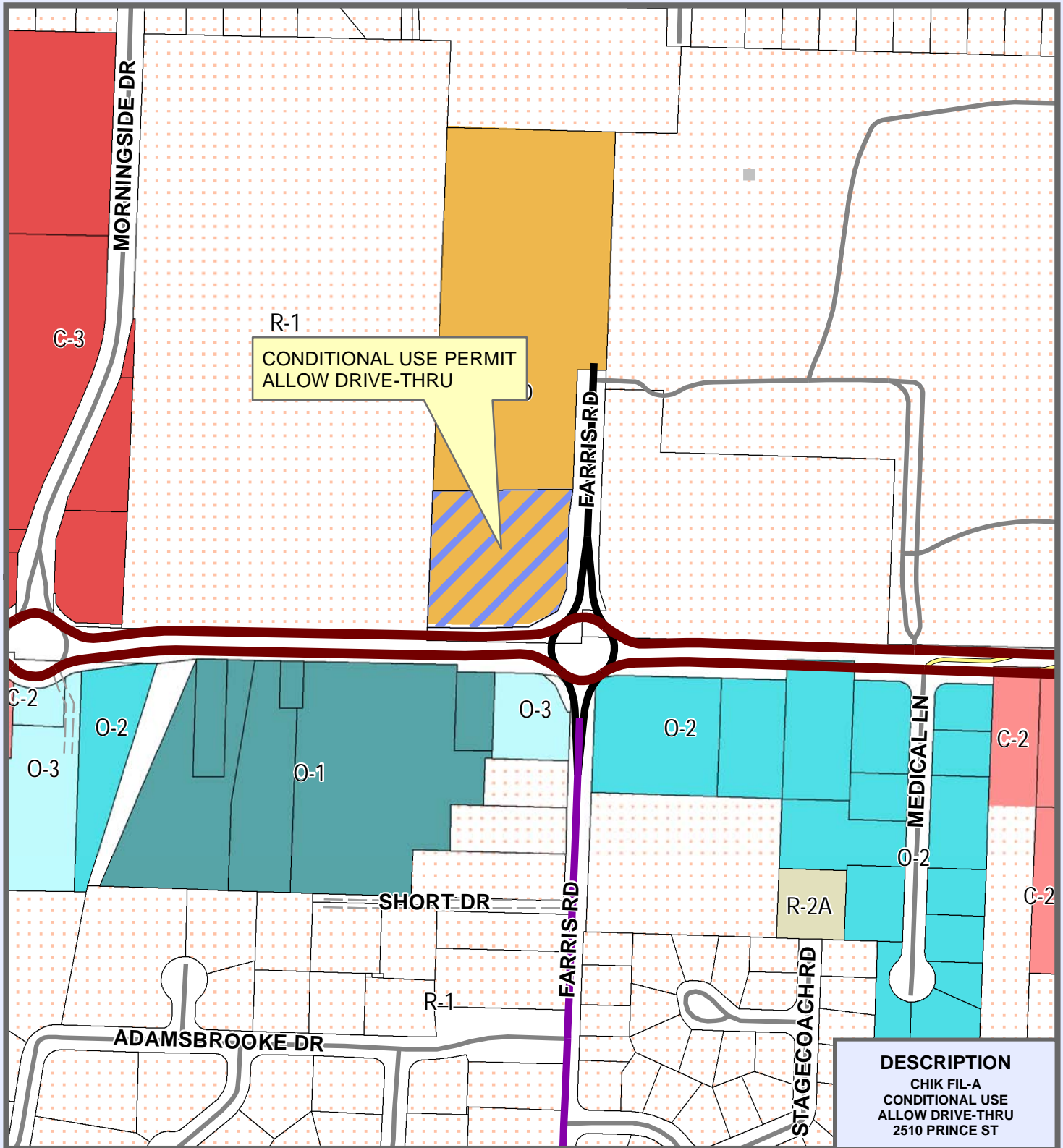
1. Exterior facades shall be red brick similar to area structures.
2. Ingress/Egress – Curb cuts are allowed as proposed. Outlot curb cuts are limited to access from the North/Walmart Parking Lot and the West/Walmart Private Drive.
3. External Sound System – There will be no exterior sound system on the restaurant or in the parking lot other than the drive through/menu board sound system.
4. Hours of Operation – Business hours are limited to 6:00am to midnight, 7 day/week.
5. Construction Hours – Hours of external construction are limited to 7:00am to 7:00pm Monday through Saturday and 1:00pm to 7:00pm on Sunday.
6. Design/Landscaping – Store design will be generally as depicted in submitted site plans and renderings.
7. Signage – All signage will meet current Conway Sign Ordinance regulations.

Sincerely,

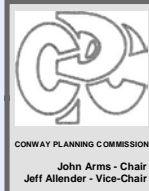
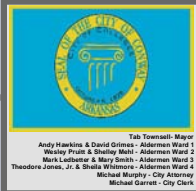
Jon Arms, Chair
Planning Commission

CITY OF CONWAY

CHIK FIL-A CONDITIONAL USE -- DRIVE THRU

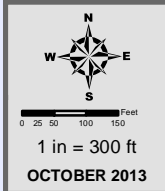


DESCRIPTION
CHIK FIL-A
CONDITIONAL USE
ALLOW DRIVE-THRU
2510 DRIVE THRU ST



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

Special
SP
S-1
A-1
PUD
TJ



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

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

Printing Date: 10/01/2013
 File Name: Map20131001CHIK FIL-A LDUZ.mxd
 Prepared By: Jason Lyon



CITY OF CONWAY
Planning and Development

1201 Oak Street
Conway, AR 72032

T 501.450.6105
F 501.450.6144

www.conwayplanning.org

November 5, 2013

Letitia McMaster
Back Achers Ranch
3799 Shock Loop
Conway, AR 72034

Ms. McMaster,

A conditional use permit for Backacres Ranch was approved by the Conway City Council on April 9, 2013. One of the conditions requires a 6 month City Council review of the development. This review is to ensure that conditional use permit compliance has been met.

The City Council initiated its 6 month review at the October 22, 2013 City Council meeting. The Council decided to hold the item in committee to allow time for additional review of the requested landscaping variance. The Council will meet again to finalize this matter at the District Court Building at 810 Parkway at 6:30pm on November 12, 2013. You or a representative should be there to answer any questions and address any concerns of the City Council.

An alternate landscaping sketch was presented to the City Council showing 5 trees and parking lot screening shrubs. Development review standards require a canopy tree to be planted along the property street frontage at 1 tree per 30 feet. Trees are to be 2 inch caliper canopy trees at the time of planting. In addition, a parking lot screening hedge row must also be planted. The hedge row is to be 30 inches tall at the time of planting and must be a species that will fill in any voids to create a continuous screening hedge row upon maturity.

A utility map was provided by Conway Corporation. It shows the College Avenue frontage to be free of any utilities with the exception of an 8 inch line approximately mid way along the property. Trees and shrubs should be planted to avoid covering any underground utilities in this area. There appears to be adequate room for the planting of trees and shrubs as required. The trees should be planted behind to the south of the fence. The screening shrub row may be planted against the parking lot curb south of the fence.

A landscaping sketch, street view rendering, Conway Corp map, submitted site plan, and list of recommended species are enclosed with this letter.

Sincerely,

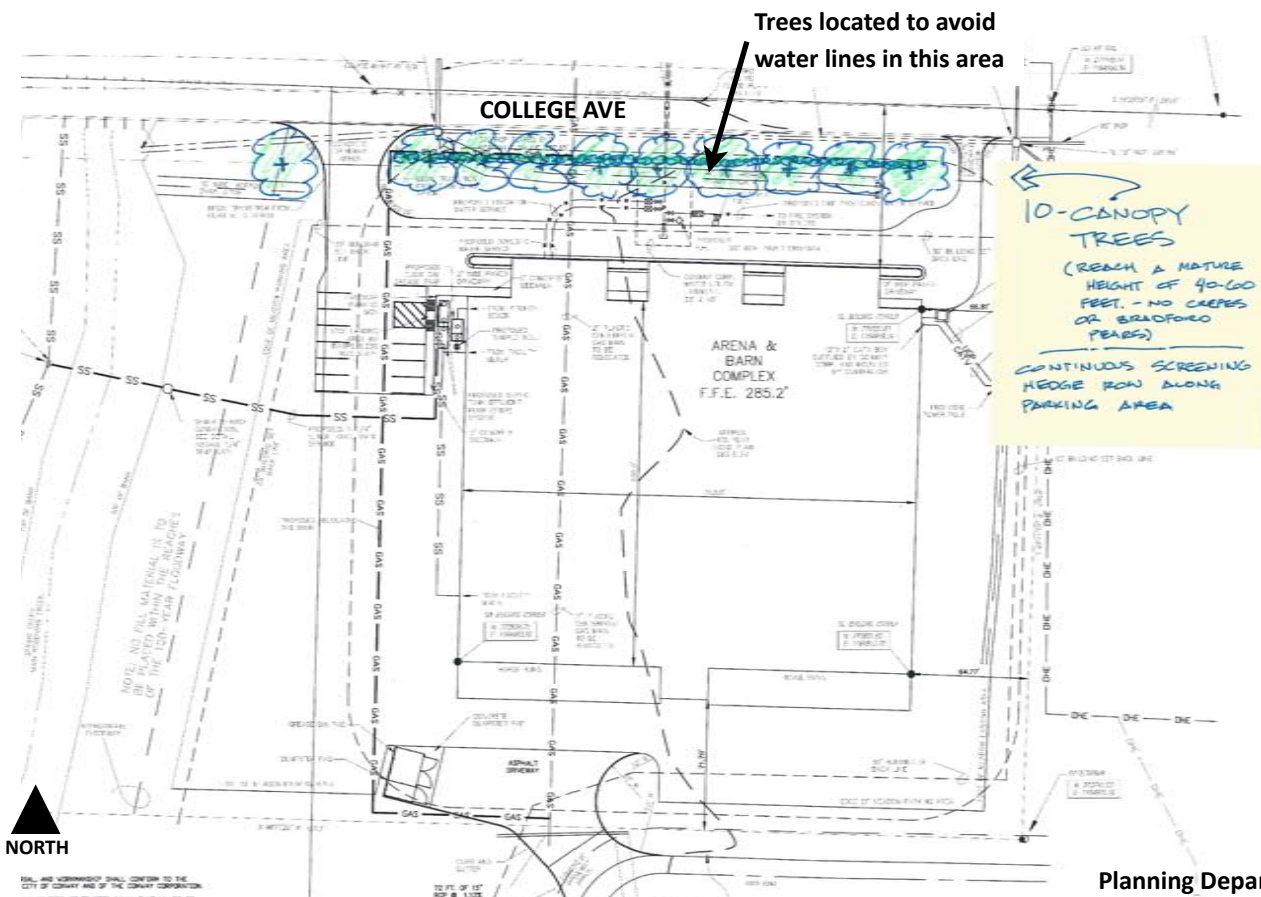
Bryan Patrick
Director of Planning and Development



Existing Street View

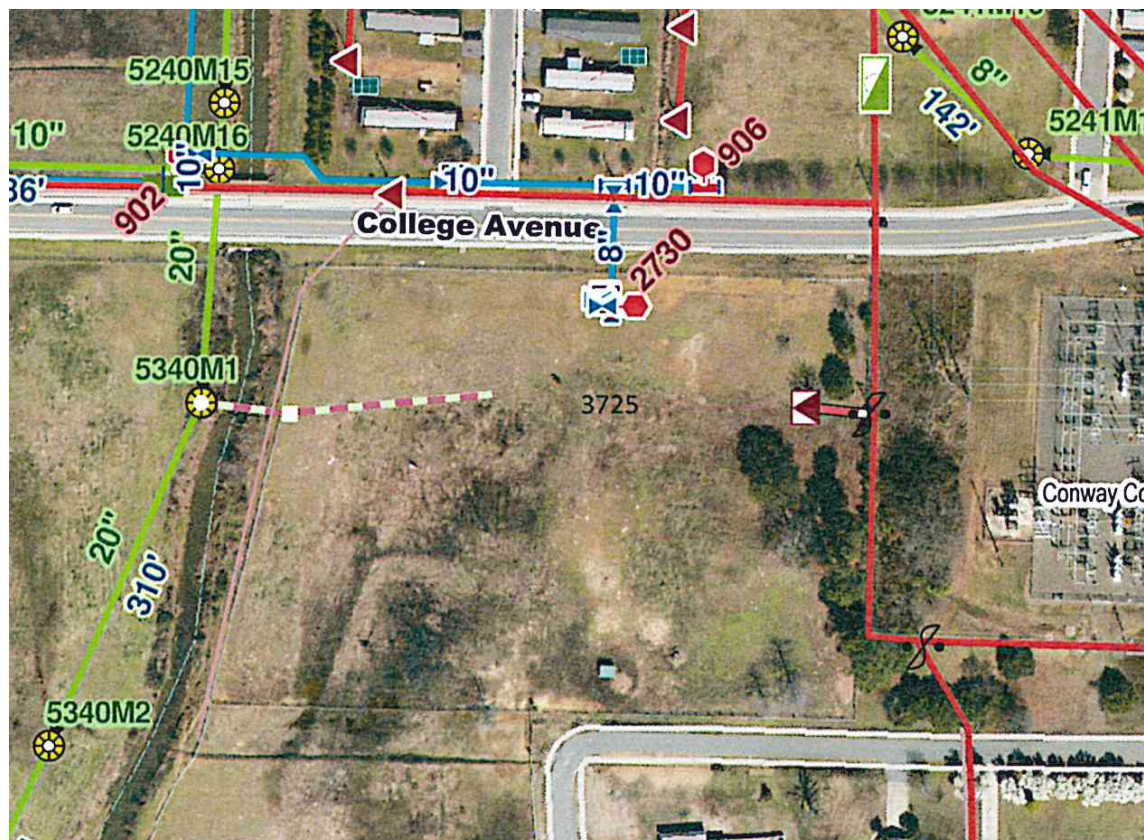


Revised Trees and Hedge Row with ~10 Years Growth Street View



Trees located to avoid water lines in this area

Planning Department
Landscaping Sketch



Conway Corporation
Utility Map
Blue = Water
Red = Electric
Green = Sewer



CITY OF CONWAY
Planning and Development

1201 Oak Street
Conway, AR 72032

T 501.450.6105
F 501.450.6144

www.conwayplanning.org

October 25, 2013

MEMO

From: Bryan Patrick

To: Mayor and City Council

CONWAY SIGN ORDINANCE ELECTRONIC MESSAGE BOARD REGULATIONS

Currently all electronic message board signage is prohibited with the exception of fuel price only signs in the interstate sign zone (within 1000 feet of the centerline of I-40). All existing electronic message board signs are pre-existing non-conforming (grandfathered). These signs may be maintained but cannot be upgraded. Conway has prohibited electronic message boards since April 2003 (prior to 2006 major sign ordinance revisions).

A request has been made for the Council to reconsider the current prohibition on the replacement of grandfathered electronic signage.

The existing Simmons First sign in question is located at 1025 Markham Street. The bank would like to replace the electronic message board (EMB) with a new LED panel. This would be a significant upgrade. This situation is similar to the request made in 2009 by Sav-On Drugs at the northeast corner of Oak and Harkrider. Sav-on was allowed to upgrade their existing EMB due to a technicality in the sign ordinance. The drug store contested that a replacement was allowed as a sign "face change". At this time, Council instructed the Planning Department to amend the sign ordinance to disallow any future EMB replacements.

The existing Simmons sign does not meet current sign regulations in height, size, or sign type. Further, the sign is in the Old Conway Design Overlay District. Freestanding signs in the Old Conway overlay are limited to 16 square feet without obtaining Historic District Commission approval for a larger sign. Although the bank and sign are well maintained and functional structures, the sign and bank are suburban in nature and do not fit into the long term vision for the redevelopment of Markham Street. The Markham Street area is within the Northeast Old Conway Specific Plan area and the Markham Street master plan. The City was recently awarded a Metroplan Jump Start grant to conduct an in depth detailed study of the Markham Street corridor.

The City has recently purchased the scrap yard and is planning to begin making substantial investments in the area through streetscape improvements.

In order to replace the EMB on the Simmons sign, Council must amend the sign ordinance. The sections below directly regulate a grandfathered EMB.

Section 4.01.3 - Determination of Legal Nonconformity

Non functioning, nonconforming electronic message boards shall not be replaced with another electronic message board either used or new.

Section 6.06- Variances for Signs

No variances shall be allowed from the size area requirements of this ordinance. No variances concerning electronic message boards shall be allowed. A variance for any other requirement of this ordinance, i.e., height, location, etc. may be applied for.

Section 8.0- Definitions

Face of Sign - The area of a sign on which the copy is placed. This does not include the mounting structure. Face of Sign does not include an electronic message board or panel.

Grandfathered signs are allowed to continue as legal signs. Face panel changes are allowed along with typical maintenance. However, a non-conforming sign is viewed as a terminal use. It has a "lifespan". At the end of this lifespan, due to deterioration, major business remodeling, undesirableness, etc. the sign is to be replaced with a conforming sign meeting current regulations. It is arguable that the replacement of an outdated electronic panel with a new one goes against this concept. Replacing an old electronic message board with limited display capabilities with a newer higher definition panel capable of full video display should be considered a major upgrade.

There are many reasons to not lift the current prohibition on EMBs. These include, safety, brightness, methods of display, aesthetics, historic appropriateness, proliferation due to reduced costs, technological, and code enforcement.

Conway is seen as a model by many Arkansas cities for having prohibited electronic signs early. North Little Rock, Fayetteville, Bentonville, and Rogers have all adopted stricter standards in recent years to address issues caused by electronic message boards. These standards have reduced allowed message areas, message display techniques, brightness, allowed zoning districts, etc. North Little Rock in particular looked to Conway as a benchmark model city in recent Council deliberations to place a moratorium on EMBs and develop better electronic signage regulations.

Likewise, recent "benchmark" cities; Franklin, TN; Greenville, SC; and Fort Collins, CO. either ban EMBs altogether or have strict limiting regulations. A good example of LED signage proliferation can be seen along Old Military Road in Bryant (very bright at night).



Simmons Sign Details:

Based on Council discussion from the October 22, 2013 meeting, various scenarios concerning amending the current EMB prohibition have been added to this memo.

Simmons EMB area = approximately 10 square feet

FURTHER DISCUSSION OF ELECTRONIC MESSAGE BOARDS

Safety

There is no one conclusive study that has been conducted stating that EMBs do not contribute to accidents. Billboard companies have conducted a couple of studies that unsurprisingly, find that electronic billboards do not cause accidents.

A 2007 study conducted for the Maryland State Highway Administration greatly discredited the Billboard industry studies and found their research methodologies highly flawed.

A 2006 Virginia Tech and National Highway and Safety Administration studies found that any distraction that takes a driver's eyes off the road for more than 2 seconds greatly increases the risk of a crash.

With today's inattentive texting drivers, EMBs are another distraction.

Several digital signage web sites state the effectiveness of digital signs to capture a passerby's attention through animation and short time spans between message changes.

Brightness

The point of a sign is to get notice. If no one looks at a sign it has not achieved its purpose. This is why years ago, strobe lights were attached to signs. Conway's sign ordinance was created in 1996 as a response to portable manual message signs on wheels. These typically included light bulbs forming a blinking arrow on top.

Bulb matrix signs such as the Simmons sign are much less bright than current LED technology. This brightness is easily seen when viewing a conventional billboard and an LED billboard, especially when they are close to each other. Many LED signs are so bright at night that they create distorted vision. A badly placed LED sign in North Little Rock bombarded a neighborhood with inappropriate light levels triggering a moratorium on new electronic signage and further study. North Little Rock, along with other cities across the nation have greatly enhanced their electronic signage regulations in response to many issues including brightness. We do not currently regulate brightness.

The digital signage industry recommends .3 foot candles above ambient light conditions. This measurement is hard to determine. Sign light levels vary greatly depending on the distance to the sign, other surrounding light sources, height of signage, traffic conditions, etc.

Methods of Display

Today's technology can allow text and simple graphic animation to full motion video. This animation and video distracts drivers and creates visual "noise". Many cities that allow EMBs limit the type of display (monochrome on black background), pixel count, and the time that a message may be displayed. Regulated message timing varies from a few seconds to several hours.

Aesthetics

Digital signage; either you like it or you don't. Even though the technology is "state of the art" it is still not high definition. Digital signs typically look "grainy" due to the number of LED pixels. The higher the pixel count, the better the definition. EMBs glare at night. Changing graphics create a background visual "noise". Scrolling messages are largely ineffective. As a car drives by, two or three words may be read; not a complete message. EMBs with quick animation and scrolling act as modern strobe lights calling for attention from passersby.

Historic Appropriateness

Digital signage is not historic. Blinking animated signs have been allowed in the past, but almost all cities with a sign ordinance ban these type of signs. These bans on animation go back to the 1970s or earlier. Digital sign animation is basically re-introducing the very thing banned years ago.

Proliferation

Like all technology, costs eventually come down. EMBs have been expensive. In 2008, the cost of a 14 foot by 48 foot digital billboard was \$350,000. This same size billboard, with improved technology, now costs \$180,000. Of course, the smaller the sign, the lower the costs. As digital signage prices decrease, the requests to allow them will increase. If allowed, a proliferation of digital signage can be expected.

Technology

Current EMB signage is pixelated and not aesthetically pleasing. Today's technology will be eclipsed by the next big thing. Due to product and installation costs, whatever is allowed today will likely be around until it becomes totally obsolete and/or is irreparable. LEDs are touted to have a long life span. A visually disruptive sign installed today may be in place 25 or more years from now.

Code Enforcement

If digital signage is allowed, regulations should be created for proper display. These would include brightness and timing of displays. These would require night time inspections. We currently have one code enforcement officer. We would also like to better enforce landscaping maintenance. We cannot due to a lack of manpower. Enforcing digital signage regulations would add yet another task to code enforcement duties.

Prohibition Is Business Unfriendly

This argument was used in NLR in their 2009 EMB regulation amendment negotiations. Conway was cited in these negotiations as a city that has banned EMBs since 2003. There appears to be no shortage of new business openings in Conway since 2003. New businesses have opened and continue to open despite the prohibition of EMBs and Conway's development impact fees which are unique in Central Arkansas. It would appear that the lack of EMBs is not a business killer.

Political Signage

Political signs are difficult to regulate. The Planning Department has had the request to allow temporary EMBs to be used for political messages. These have been disallowed due to our current ban on EMBs.

Billboards

Currently the number of billboards is capped in Conway. There have been requests by sign companies to upgrade their current traditional billboards to LED billboards. The sign ordinance explicitly states that digital billboards are not allowed. As the costs of large EMBs decreases, more pressure can be expected to allow existing billboards to be upgraded to LED. Careful thought must be made before changing sign regulations to allow EMBs. Billboard companies have an army of attorneys that will challenge local sign ordinances in order to place digital billboards. If sign regulations allow certain types of EMB signage yet excludes billboards, a legal challenge is very likely. The current prohibition should help nullify the argument to allow digital billboards.

BENCHMARK CITIES

Basic Conway Sign Regulations for Reference - Banner information included for additional comparisons

- Freestanding signs are typically limited to a monument sign 8 feet tall and 64 s.f. in area per side.
- Electronic message boards are prohibited with the exception of static fuel price signs in the interstate zone. This allowance was made due to the allowed additional sign heights, sizes, and the high speed nature of the interstate area.
- The interstate zone is the area along I-40, 1000 feet from the centerline.
- Signs up to 300 s.f. in area may be mounted on a monopole up to 75 feet high in the interstate zone.
- Banners up to 24 square feet are allowed; 1 banner per business, year round.

Franklin TN

- EMBs are prohibited. Also upon a change of occupancy, all signs must come into conformity.
- Banner signs are limited to 24 sq. ft. 6 feet in height. 2 Banners per lot.

Fort Collins, CO

- Prohibited from certain downtown areas
- Static monochrome messages on a monochrome background are allowed at no more than 50% of a sign face area. Maximum EMB area would be 27.5 sf.
- Free standing signs for a commercial use are limited to a monument sign ranging in size from 32 s.f. and 5' high to 55 s.f. and 10' high.
- Very specific regulations concerning allowed brightness and brightness measurement. Sign manufacturer must certify brightness.
- Static message may only change once per minute and may not continue from message to message.
- All non conforming EMBs must come into compliance by Jan. 1, 2015.
- Upon a change of occupancy, all signs must come into conformity.
- Banners - Only allowed for 20 days out of the calendar year. Must be less than 40 sf.

Greenville SC

- EMBs are permitted but must be no more than 30% of the sign face area.
- Message must remain static for 6 seconds.
- An Urban Design Panel may deny a sign's type and design for historic areas.
- Signs are limited to a monument or pole sign 5 feet in height and 16 sf in area, however, through meeting preferred design criteria, a commercial sign may be allowed up to 52 sf in area and 20 feet in height.
- Maximum EMB area would be 26 sf.
- Upon a change of occupancy, all signs must come into conformity.

- Banners may be no more than 7 square feet. 3/acre. Must have engineered drawings showing how banner will be supported in high winds.

North Little Rock

- EMB permit is only good for 10 years
- EMBs are only allowed in certain overlay districts
- EMBs must be in a non historic area, not in close proximity to residential property, in an area with few traffic accidents, and EMB signage must be consistent with the area’s development goals
- 15 second intervals, no animation, monument sign, ranges from 6 feet tall, max of 32s.f.
- Along I-40 an EMB may be no more than 75% of the sign up to 18 feet high and 84 s.f. in area.

Bentonville, AR

- EMBs may be no more than 50% of the sign area
- 3 second message display, no animation
- Banners only allowed 4 times per year, two weeks prior to an event and down 3 days after. Max size 32 s.f.

Fayetteville, AR

- EMBs are prohibited in all residential districts and along the I-540 Corridor (as are billboards)
- EMBs maximum allowed area 32 s.f.
- Must monochrome on a black background. Animation prohibited.
- Message must be displayed no less than 3 hours.
- Banners only allowed for 10 days, must be 40 feet from the right of way with a maximum area of 32 square feet.

Rogers, AR

- EMBs are only allowed in 2 commercial highway commercial zoning districts
- EMBs are not allowed downtown in their historic area
- No animation.
- Banners only allowed for 10 days, must be 40 feet from the right of way with a maximum area of 32 square feet.

Bartlett Tn

- EMBs are prohibited
- Banners allowed for special events up to 20 days.
- Manual message boards are prohibited with the exception of schools and theaters.
- Upon a change of occupancy, all signs must come into conformity.

Pre-Existing Non-Conforming (Grandfathered) Electronic Message Boards in Conway

1. Remax - Harkrider Street/Skyline Drive
2. Arkansas Federal Credit Union - Skyline Drive
3. Splash Car Wash - Old Morrilton Highway
4. Splash Car Wash - Dave Ward Drive/South German Road
5. Mr. Brake and Lube - Oak Street
6. Home Motors - Pat’s Lane (Non-functioning?)
7. Centennial Bank - Dave Ward Drive/Farris Road
8. First Security Bank - Dave Ward Drive/Donaghey
9. Nutters Chapel Plaza - Dave Ward Drive/Farris Road (Non-functioning?)
10. Fountain Plaza - Dave Ward Drive/Davis Street (Non-functioning?)
11. Sav-On Drugs - Oak Street/Harkrider Street
12. National Bank of Arkansas - Oak Street/Harkrider Street
13. Antioch Baptist Church - Amity Road (Non-functioning?)
14. Conway Family Bowl - East Oak Street (Non-functioning?)
15. Simmons First National Bank - Markham Street
16. Simmons First National Bank - College Avenue/Salem Road
17. Edward Jones Investments/Toad Suck Square - Oak Street/Front Street (Non-functioning?)

Other Electronic Message Boards

Allowed but not constructed - Cinemark Theater - Skyline Drive
 Allowed through sign variance - Dusty’s (static fuel price only)

UCA - State property not regulated by City

SCENARIOS

Allow an upgrade to grandfathered signs with electronic message boards

Allow only pre-existing non-conforming signs to be upgraded with new technology. This scenario would seem open to legal challenge. This would allow many signs that are non conforming in size and height to be upgraded with new electronic message boards. Arguments could be made by other grandfathered sign owners that they are also entitled to an upgrade. Grandfathered signs seeking upgrades could also include digital billboards.

Allow electronic message boards citywide

Many cities across the U.S. did not address electronic signage early such as Conway. Over the years, regulation has been passed to address the unique character of electronic signs. If EMBs are allowed citywide, specific minimal regulations should be adopted:

- Location - Which zoning districts are appropriate? Are historic areas appropriate? Safety along all streets, especially high speed corridors?
- Size - Limit the size of the EMB area to a percentage of the monument sign. Other cities typically limit sizes to 30-50%
- Conformity - Signs must be made conforming in type, size, and height.
- Brightness - Standards typically limit brightness to .3 foot-candles over area ambient lighting. Measurement criteria must be developed; type of light meter, distance of measurement, etc.
- Animation - Typically prohibited. Messages must remain static.
- Type of Display - Typically limited to a monochrome letters on a black background
- Display Time - Messages must remain static for a period of time. Message must not continue from one interval to the next.

As pointed out, this is likely an all or none scenario. If electronic signage is allowed throughout the city, digital billboards must also be allowed.

Allow static fuel price only EMBs citywide

Currently, static fuel price only EMBs are allowed in the interstate zone. If static fuel only EMBs are expanded citywide, specific minimal regulations should be adopted:

- Size - Limit the size of the EMB area. This could be measured as a percentage of the sign area or a maximum height of the number.
- Conformity - Signs must be made conforming in type, size, and height.
- Brightness - Standards typically limit brightness to .3 foot-candles over area ambient lighting. Measurement criteria must be developed; type of light meter, distance of measurement, etc.
- Animation - Fuel price must remain static. Prices may not flip between different grade/prices, etc.
- Type of Display - Typically limited to a monochrome letters on a black background

Allow schools to have EMBs

Currently Conway Public Schools utilize manual message boards. As a non-profit public organization, allowing public schools to have EMBs might have better legal standing. However, churches and other non-profit organizations could possibly challenge an allowance for public school only EMBs. Again, specific regulations as stated above should be adopted.

Leave current EMB regulations "as-is"

The current prohibition of EMBs has seemed to serve the City well since 2003. The City has adopted stricter sign regulations over the years to reduce sign clutter and create a more livable and enjoyable city. Conway has grown from a 2003 population of 47,000 to 60,000+ in 2013. Numerous national and local businesses have opened and located in the City despite stricter sign regulations and EMB prohibition (and impact fees). Conway has been placed on several national lists, for top job growth, one of the best places to live, and retire. A comparison of "benchmark" and peer city's sign regulations shows severe limitation or prohibition of electronic message board. Planning Staff recommends leaving current EMB sign regulations "as-is".



City of Conway
 1201 Oak Street
 Conway, AR 72032
www.cityofconway.org

Conway Community Art Project

This agreement made and entered into by and between the City of Conway and Nabholz Properties, Owner of Federal Plaza at Main and Front Streets.

Federal Plaza Building

The owner agrees to lease a 2 ft. by 2 ft. space on the north porch of the Federal Plaza Building at Main and Front Streets to the City of Conway for a period of ten years for the placement of a brick and concrete pedestal with a bronze sculpture entitled "Fly Away". Brick portion of the pedestal will be painted to match existing brick columns.

1. Maintenance

The City of Conway recognizes that the maintenance of the sculpture on a regular basis is essential to the integrity of the artwork. Therefore, for the length of time that the sculpture is on the site, the City of Conway shall be responsible for maintaining and repairing the sculpture. Upon removal of the sculpture, the leased area will be returned to its original state to the extent possible.

2. Entire Agreement

This agreement represents the entire agreement of the parties with respect to the matters set forth herein. No agreements, representation or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this agreement have been made or entered into by either party with respect to the subject matter hereof.

3. Choice of Law

This agreement will be construed in accordance with the laws of Arkansas and all litigation will be brought in the courts of that state.

 Dated:

 Owner:

Nabholz Properties

 Dated:

 Mayor Tab Townsell
 City of Conway



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

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY DISTRICT COURT DEPARTMENT;
AND FOR OTHER PURPOSES**

Whereas, the City of Conway has received a check in the amount of \$500 from the National Judicial College for reimbursement of travel for Judge Weaver to attend classes and a check in the amount of \$150 from Arkansas Supreme Court for reimbursement of travel to the District Court Clerks conference ; and

Whereas, the Conway District Court needs to be reimbursed for that travel.

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

Section 1. The City of Conway shall appropriate funds in the amount of \$ 650 from the General Fund– Fund Balance Appropriation Account (001.119.4900) to the Conway District Court Travel Expenses Account (001.128.5720).

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

PASSED this 12th day of November 2013.

Approved:

Mayor Tab Townsell

Attest:

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



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

**AN ORDINANCE APPROPRIATING FUNDS AND CONFIRMING AN APPROVED ADJUSTMENT
IN PAY FOR THE DEPUTY CITY ATTORNEY POSITION; AND FOR OTHER PURPOSES.**

Whereas, the Deputy City Attorney position was vacant from June 2011 until March 2013; and

Whereas, the salary in October 2010 was previously set at \$44,961; and

Whereas, in March 2013, the City Attorney's office and the city council determined that based on salary reviews of comparable cities and similar positions, an increase in the salary was needed in order to attract and retain a qualified candidate for the position; and

Whereas, the city council approved in March 2013 a new salary for the Deputy City Attorney, \$72,500, effective as of March 1, 2013; and

Whereas, the 2013 General Fund budget for the City was adopted absent of the funds needed to implement this approved new salary level.

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

Section 1: The City of Conway shall appropriate \$16,500 from the General Fund Balance account (001.119.4900) to the appropriate salary and benefit expense accounts to fund this adjustment.

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

PASSED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest

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



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

**AN ORDINANCE TO APPROVE A DONATION FROM THE CITY OF CONWAY TO
 FAULKNER COUNTY OFFICE OF EMERGENCY MANAGEMENT; AND FOR OTHER
 PURPOSES**

WHEREAS, the Conway Fire Department no longer has a use for the old Smokehouse trailer, nor for several self-contained breathing apparatus along with numerous bottles and various associated parts.

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

Section 1. The City of Conway shall hereby authorize the Conway Fire Department to donate the old Smokehouse trailer to Faulkner County Office of Emergency Management for their purposes; and further the City will remove this trailer from its fixed asset inventory.

Section 2. The City of Conway shall hereby authorize the Conway Fire Department to donate several self-contained breathing apparatus along with numerous bottles and various associated parts to the Wescon Volunteer Fire Department for their purposes.

Section 3. All ordinances in conflict herewith are repealed to that extent of the conflict.

PASSED this 12th day of November, 2013

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT PROCEEDS AWARDED TO THE CONWAY FIRE DEPARTMENT BOMB SQUAD; WAIVING BID REQUIREMENTS TO UTILIZE A SOLE SOURCE VENDOR TO PURCHASE A VEHICLES, X-RAY SYSTEM, AND BOMB SUITS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

Whereas, Conway Fire Department has been awarded Department of Homeland Security Federal Emergency Management Agency funding in the amount of \$140,637 by the Arkansas Department of Emergency Management (ADEM) and the Department of Homeland Security Grant Program (HSGP) submitted under the FY13 Homeland Security Grant Program (HGSP); and

Whereas, the Conway Fire Department Bomb Squad requests acceptance of this grant in order to purchase vehicles, an x-ray system, and two bomb suits; and

Whereas, the City of Conway Fire Department's Bomb Squad desires to utilize a particular vendor as the sole source available and knowledgeable of these products; and

Whereas, this grant is 100% reimbursable to the City of Conway; and

Whereas, these funds must be expended with invoices and proof of payment submitted to ADEM no later than October 31, 2014.

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

Section 1. The City of Conway shall budget grant funds of \$140,637 in the Federal Grant Fund Revenue Account (399.000.4750) and transfer said funds into the Grant Machinery and Equipment expense account (399.131.5910).

Section 2. The City of Conway hereby approves a waiver of the competitive bid requirements in order for the Fire Department Bomb Squad to utilize Med Eng to purchase the bomb suits not to exceed \$34,510 and Logos Imaging for the x-ray system not to exceed \$27,000.

Section 3. All ordinances in conflict herewith are repealed to the extent of the conflict.

Section 4. This ordinance is necessary for the protection of the public peace, health and safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 12th day of November, 2013

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



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

**AN ORDINANCE ACCEPTING ASSETS OBTAINED THROUGH COURT ORDER FOR THE CONWAY
POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

Whereas, the District Court of Faulkner County, Arkansas has granted a court order awarding various tools and tool bag to the Conway Police Department.

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

Section 1. The City of Conway shall accept these assets and award to the Conway Police Department for use within the department or for proper disposal through online auction.

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

PASSED this 12th day of November 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

IN THE NINTH DISTRICT COURT
OF FAULKNER COUNTY, ARKANSAS DISTRICT COURT
CONWAY DEPARTMENT
2013 SEP 25 PM 10 30

IN THE MATTER OF:

CERTAIN PROPERTY FOUND BY CONWAY POLICE DEPARTMENT

ORDER

Comes now the above referenced cause and from all matters before the Court, the Court finds and orders as follows:

1. That there is in the possession of the Conway Police Department certain property which was found as referenced in Incident Number 2010-04360: A blue and white tool box with miscellaneous tools, and a brown canvas bag with miscellaneous tools.

2. The Court finds that the Conway Police Department has taken reasonable steps to find the true owner and the true owner has not come forward to claim the property in over two years and further finds that the property was, in fact, lost.

3. That the subject property is the property of the finder, Conway Police Department, subject only to the superior claim of the rightful owner. See generally, 1 Am. Jur. 2d Abandoned, Lost, Etc., Property § 18.

4. That the Conway Police Department may exercise dominion over the subject property and use it for all legal and proper public purposes.


WHEREFORE, the Court hereby orders that all property listed herein be deemed found by the Conway Police Department as set out above.

IT IS SO ORDERED.


DISTRICT JUDGE

DATE: 9/25/13

APPROVED:


MICHAEL L. MURPHY
BAR NUMBER 86203
CONWAY CITY ATTORNEY
1234 MAIN STREET
CONWAY, ARKANSAS 72034
501.450.6193

received



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

**AN ORDINANCE APPROPRIATING & ACCEPTING REIMBURSEMENTS AND RESTITUTION FUNDS FROM
VARIOUS ENTITIES FOR THE CITY OF CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

Whereas; the City of Conway Police Department has received reimbursements and restitution funds from the following entities:

Various Companies	\$48,260	Extra duty services
Federal Funds	\$3,499	Special Task Force
Municipal League/Berkley Ins. Co.	\$41,653	Insurance Proceeds
District Court	\$530	Restitution funds
Various Citizens	\$540	Training funds
Secret Service	\$249.07	Reimbursement for equipment

Whereas; the Conway Police Department needs these funds to replenish their expenditure accounts; and

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

Section 1. The City of Conway shall accept reimbursement funds totaling \$48,260 and appropriate from 001.121.4185 and shall also accept reimbursement funds totaling \$3,499 and appropriate from 001.121.4186 to the Conway Police Department's overtime expense account, 001.121.5114.

Section 2. The City of Conway shall accept insurance proceed funds totaling \$41,653 and appropriate from 001.119.4360 to the Conway Police Department's capital vehicle expense account, 001.121.5920.

Section 3. The City of Conway shall accept restitution funds totaling \$530 and appropriate from 001.121.4184; shall accept training funds totaling \$540 and appropriate from 001.121.4184, and shall accept reimbursement funds totaling \$249 and appropriate from 001.121.4186 to the Conway Police Department's miscellaneous expense account, 001.121.5799.

Section 4. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

AN ORDINANCE APPROPRIATING GENERAL FUNDS TO THE CONWAY POLICE DEPARTMENT FOR SHOP SECURE AND FOR OTHER PURPOSES; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Whereas the Conway Police Department needs approximately \$50,000 in overtime funds for operation Shop Secure during the holiday season; and

Whereas, the Conway Police Department is requesting a general fund appropriation of \$50,000 to cover these expenses.

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

Section 1. The City of Conway shall appropriate \$50,000 from the general fund (001.119. 4900) to the Conway Police Departments overtime expense account (001.121.5114).

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 and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 12th day of November, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer