

Mayor Bart Castleberry  
Clerk/Treasurer Michael O. Garrett  
City Attorney Chuck Clawson



**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 Isby

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**Tuesday, September 22<sup>nd</sup>, 2020 City Council Agenda**

Conway Municipal Building - City Council Chambers - 1111 Main Street, Conway, AR 72032

*\*Due to restrictions imposed because of the COVID-19 pandemic, the City Council meeting will broadcast on Conway Corporation Channel 5, the City of Conway Facebook page & YouTube Channel. If you would like to ask a question/comment regarding the committee meeting topic or any listed agenda item, please use the following link: <https://conwayarkansas.gov/council/comments/> to submit the request prior to 5pm the day of the Council meeting.*

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**5:30pm Committee:**

**6:30pm:**

**Call to Order:**

**Roll Call:**

**Minutes Approval:**

**Monthly Financial Report Approval:**

**No Committee Meeting**

City Council Meeting

Bart Castleberry, Mayor

Michael O. Garrett, Clerk/Treasurer

September 8<sup>th</sup>, 2020

Month ending August 31<sup>st</sup>, 2020

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**A. Community Development Committee (Airport, Community Development, Permits, Inspections, Code Enforcement, Planning & Development, & Transportation)**

1. Ordinance appropriating & accepting CARE ACT grant proceeds awarded to the Conway Regional Airport.
2. Ordinance approving and appropriating funds for professional services and utility improvements for Conway Regional Airport.
3. Ordinance approving the rules and regulations and minimum standards for the Conway Regional Airport.
4. Resolutions requesting Faulkner County Tax Collector place a lien against various property for expenses incurred by the City.
5. Consideration to accept the nominations for the Conway Tree Board.
6. Resolution accepting the request for qualification for professional on-call services for the Transportation Department.
7. Ordinance waiving the competitive bid requirements or the purchase and repair of traffic signal products for the Transportation Department.

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

1. Consideration to enter into an agreement for a bicycle and pedestrian position for the Parks & Recreation Department.

***Adjournment***



City of Conway, Arkansas  
Monthly Financial Reports  
August 31, 2020

City of Conway  
 Monthly Financial Report - General Fund  
 For the month ended August 31, 2020



<b>Revenues</b>	<b>Budget</b>	<b>Month Activity</b>	<b>Year to Date</b>	<b>Encumbered</b>	<b>(Over)/Under Budget</b>	<b>% Expend/Collect</b>
Ad Valorem Tax	4,000,000	79,227	1,942,141		2,057,859	49%
Payments in Lieu of Tax	15,000	-	67,049		(52,049)	447%
State Tax Turnback	930,000	90,963	437,697		492,303	47%
Insurance Tax Turnback - LOPFI	1,300,000	326,274	641,968		658,032	49%
Sales Tax	20,500,000	1,943,063	14,217,017		6,282,983	69%
Beverage Tax	480,000	39,828	201,292		278,708	42%
Franchise Fees	3,540,000	529,063	2,259,892		1,280,108	64%
Office Space Leases	59,400	-	34,650		24,750	58%
Permits	506,000	46,464	319,241		186,759	63%
Public Safety	1,876,189	121,620	1,313,734		562,455	70%
Parks	689,500	79,836	262,331		427,169	38%
Interest Income	185,000	9,427	144,517		40,483	78%
Proceeds from Sale of Assets	-	-	3,233		(3,233)	-
Insurance Proceeds	13,465	5,162	38,347		(24,882)	285%
Donations	18,018	500	6,449		11,570	36%
Miscellaneous Revenues	113,000	74,090	147,787		(34,787)	131%
Transfers from Other Funds	723,000	-	246,750		476,250	34%
<b>Total Revenues</b>	<b>34,948,572</b>	<b>3,345,517</b>	<b>22,284,095</b>	<b>-</b>	<b>12,664,478</b>	<b>64%</b>
<b>Expenditures</b>						
Admin (Mayor, HR)	2,536,631	75,513	1,869,638	15,936	651,056	74%
Finance	450,441	29,509	321,892	-	128,549	71%
City Clerk/Treasurer	146,257	10,914	92,759	-	53,498	63%
City Council	103,031	5,617	45,687	-	57,344	44%
Planning	678,477	32,632	344,754	932	332,791	51%
Physical Plant	546,176	31,870	304,920	3,109	238,148	56%
Information Technology	1,088,577	168,557	717,256	14,956	356,365	66%
Permits and Inspections	633,713	45,431	360,252	30	273,430	57%
Nondepartmental	1,004,841	15,517	742,332	15,580	246,929	74%
Police	12,563,377	850,630	7,430,211	67,216	5,065,950	59%
CEOC	1,392,364	85,843	670,735	263	721,367	48%
Animal Welfare	500,244	32,139	282,062	2,201	215,981	56%
Municipal District Court	918,970	59,516	593,771	180	325,018	65%
City Attorney	490,688	35,368	290,275	-	200,413	59%
Fire	10,478,206	757,272	6,419,122	128,916	3,930,168	61%
Parks	3,218,524	199,923	1,670,685	11,957	1,535,881	52%
<b>Total Expenditures</b>	<b>36,750,516</b>	<b>2,436,249</b>	<b>22,156,350</b>	<b>261,277</b>	<b>14,332,888</b>	<b>60%</b>
<b>Net Revenue/(Expense)</b>	<b>(1,801,943)</b>		<b>127,744</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
General Fund  
2020



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-20-07	1/28/20	Software purchase for Planning and Permitting depts	146,863
O-20-09	1/28/20	Replace battery backup system at Emergency Operations Center	115,597
O-20-28	6/9/20	Replace HVAC at District Court	17,458
O-20-29	6/9/20	Purchase firefighter turnout uniforms	29,364
O-20-43	8/11/20	Change orders and final cost of City Hall remodel	550,000
			<u>\$ 859,282</u>

City of Conway  
 Balance Sheet - General Fund  
 As of August 31, 2020



Cash - Operating	4,738,356
Cash - Reserve	1,162,429
Petty Cash	715
Taxes Receivable	3,838,290
Accounts Receivable	4,403,843
Due from Other Funds	60,851
Due from Street	27,010
Due from Component Unit	203,667
Due from Municipal Court	81,294
Fuel Inventory	22,937
General Inventory	585
<b><i>Assets</i></b>	<b><u>14,539,978</u></b>
Accounts Payable	(47,802)
Insurance and Benefits Payable	(178,406)
Event Deposits	2,150
Held for Others - Crimestopper Reward	5,000
Held for Others - Performance Bonds	5,195
Due to Other Funds	14,252
Deferred Revenue	4,129,097
Unearned Revenue - City Hall Lease	1,020,000
<b><i>Liabilities</i></b>	<b><u>4,949,487</u></b>
<b><i>Fund Balance</i></b>	<b><u>9,590,491</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>14,539,978</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Street Fund  
 For the month ended August 31, 2020



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
<b>Revenues</b>						
Ad Valorem Tax	1,400,000	29,678	707,253		692,747	51%
Payments in Lieu of Tax	6,000	-	-		6,000	0%
State Tax Turnback	2,700,000	225,405	1,492,484		1,207,516	55%
AHTD 1/2 Cent Sales Tax Turnback	1,400,000	126,735	820,115		579,885	59%
Severance Tax	140,000	-	21,735		118,265	16%
State Tax Turnback - Wholesale	-	31,106	206,298		(206,298)	-
Sales Tax	280,000	27,226	199,206		80,794	71%
Engineering Fees	17,000	4,700	11,000		6,000	65%
Insurance Proceeds	1,440	1,440	1,440		-	100%
Interest Income	120,000	6,237	52,904		67,096	44%
Miscellaneous Revenues	-	(6,710)	8,541		(8,541)	-
<b>Total Revenues</b>	<b>6,064,440</b>	<b>445,817</b>	<b>3,520,975</b>	<b>-</b>	<b>2,543,465</b>	<b>58%</b>
<b>Expenditures</b>						
Personnel Costs	2,975,692	180,633	1,563,461	-	1,412,231	53%
Other Operating Costs	3,245,234	169,664	1,265,803	45,253	1,934,179	39%
Total Operating Costs	6,220,926	350,297	2,829,263	45,253	3,346,410	45%
Capital Outlay	759,635	-	354,352	119,800	285,483	47%
<b>Total Expenditures</b>	<b>6,980,560</b>	<b>350,297</b>	<b>3,183,616</b>	<b>165,053</b>	<b>3,631,892</b>	<b>46%</b>
<b>Net Revenue/(Expense)</b>	<b>(916,120)</b>		<b>337,359</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
Street Fund  
2020

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
			\$ -

City of Conway  
Balance Sheet - Street Fund  
As of August 31, 2020



Cash - Operating	5,462,684
Taxes Receivable	53,782
Accounts Receivable	1,553,537
Due from Other Funds	(9,153)
<b><i>Assets</i></b>	<b><u>7,060,850</u></b>
Accounts Payable	313
Insurance and Benefits Payable	3,373
Due to Other Funds	2,189
Due to General	26,509
Deferred Revenue	1,458,308
<b><i>Liabilities</i></b>	<b><u>1,490,691</u></b>
<b><i>Fund Balance</i></b>	<b>5,570,159</b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>7,060,850</u></b>

\*All figures are unaudited



City of Conway  
 Monthly Financial Report - Sanitation  
 For the month ended August 31, 2020



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
<b>Revenues</b>						
Sanitation Fees	9,150,000	1,785,113	6,620,197		2,529,803	72%
Proceeds - Recycled Materials	375,000	13,401	166,758		208,242	44%
Landfill Fees - General	200,000	18,445	163,731		36,269	82%
Interest Income	200,000	22,428	151,492		48,508	76%
Miscellaneous Revenues	-	5	47,185		(47,185)	-
<b>Total Revenues</b>	<b>9,925,000</b>	<b>1,839,392</b>	<b>7,149,363</b>	<b>-</b>	<b>2,775,637</b>	<b>72%</b>
<b>Expenditures</b>						
Personnel Costs	4,722,995	363,225	3,097,301	-	1,625,694	66%
Other Operating Costs	<u>2,974,653</u>	<u>148,479</u>	<u>1,269,558</u>	<u>128,893</u>	<u>1,576,202</u>	<u>43%</u>
Total Operating Costs	7,697,648	511,704	4,366,859	128,893	3,201,897	57%
Capital Outlay	<u>2,580,413</u>	<u>-</u>	<u>915,954</u>	<u>201,937</u>	<u>1,462,522</u>	<u>35%</u>
<b>Total Expenditures</b>	<b>10,278,061</b>	<b>511,704</b>	<b>5,282,813</b>	<b>330,830</b>	<b>4,664,418</b>	<b>51%</b>
<b>Net Revenue/(Expense)</b>	<b>(353,061)</b>		<b><u>1,866,550</u></b>			

\*All figures are unaudited

Notes:

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

City of Conway  
Sanitation Fund  
2020

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
			\$ -

City of Conway  
 Balance Sheet - Sanitation  
 As of August 31, 2020



Cash - Operating	10,384,584
Petty Cash	200
Post Closure Cash Account	6,030,507
Accounts Receivable	14,474
Due from Other Funds	5,345
Due from Component Unit	931,603
General Inventory	2,122
Land & Buildings	2,160,794
Infrastructure	904,043
Machinery and Equipment	3,687,981
Vehicles	281,826
Deferred Outflows of Resources	1,801,284
<b><i>Assets</i></b>	<b><u>26,204,764</u></b>
Accounts Payable	5,344
Insurance and Benefits Payable	(33,483)
Compensated Absences	168,607
Net Pension Obligation	10,743,741
Deferred Inflows of Resources	2,128,495
Deferred Inflows of Resources OPEB	136,661
Net OPEB Liability	574,953
Due to Other Funds	62,565
Landfill Close/Post Close	8,709,685
<b><i>Liabilities</i></b>	<b><u>22,496,568</u></b>
<b><i>Net Position</i></b>	<b><u>3,708,196</u></b>
<b><i>Total Liabilities and Net Position</i></b>	<b><u>26,204,764</u></b>

**\*All figures are unaudited**

Note: Capital assets shown at book value (cost less accumulated depreciation).

City of Conway  
 Monthly Financial Report - Airport  
 For the month ended August 31, 2020



<b>Revenues</b>	<b><u>Budget</u></b>	<b><u>Month</u> <u>Activity</u></b>	<b><u>Year to</u> <u>Date</u></b>	<b><u>Encumbered</u></b>	<b><u>(Over)/Under</u> <u>Budget</u></b>	<b><u>%</u> <u>Expend/Collect</u></b>
Sales Tax	15,000	1,040	11,045		3,955	74%
Airport Fuel Sales	780,000	54,169	400,518		379,482	51%
T-Hangar Rent	137,160	6,719	82,425		54,735	60%
Community Hangar Rent	33,600	2,800	22,400		11,200	67%
Ground Leases	125,000	20,258	55,106		69,895	44%
Miscellaneous Revenues	10,000	1,417	9,799		201	98%
<b>Total Revenues</b>	<b>1,100,760</b>	<b>86,403</b>	<b>581,293</b>	<b>-</b>	<b>519,467</b>	<b>53%</b>
<b>Expenditures</b>						
Personnel Costs	293,449	18,974	157,614	-	135,835	54%
Fuel for Resale	650,000	23,290	265,251	-	384,749	41%
Other Operating Costs	144,499	4,736	69,769	14,618	60,112	48%
Total Operating Costs	1,087,948	47,000	492,633	14,618	580,697	45%
Capital Outlay	-	-	10,393	-	(10,393)	0%
<b>Total Expenditures</b>	<b>1,087,948</b>	<b>47,000</b>	<b>503,027</b>	<b>14,618</b>	<b>570,304</b>	<b>46%</b>
<b>Net Revenue/(Expense)</b>	12,812		<b>78,266</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
Airport Fund  
2020

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
			\$ -

City of Conway  
 Balance Sheet - Airport  
 As of August 31, 2020



Cash - Operating	373,792
Taxes Receivable	3,638
Accounts Receivable - Fuel Vendor	(8,293)
Land	1,254,473
Buildings	3,946,264
Machinery & Equipment	560,613
Vehicles	5,484
Infrastructure	23,059,528
<b>Assets</b>	<b><u>29,195,499</u></b>
Accounts Payable	-
Insurance and Benefits Payable	(57)
Compensated Absences	5,127
Due to General	9,126
Deferred Inflows of Resources	32,417
Deferred Inflows of Resources OPEB	7,705
<b>Liabilities</b>	<b><u>54,318</u></b>
<b>Net Position</b>	<b>29,141,182</b>
<b>Total Liabilities &amp; Net Position</b>	<b><u>29,195,499</u></b>

\*All figures are unaudited

Note: Capital assets shown at book value (cost less accumulated depreciation).

City of Conway  
Monthly Financial Report - Major Project Funds  
As of August 31, 2020



Parks and Rec A&P Tax

Balance, 7/31/20	2,193,491
Receipts	273,011
Payments	(86,756)
Balance, 8/31/20	\$ 2,379,747

Pay as you go Sales Tax

Balance, 7/31/20	1,826,280
Receipts	1,090,952
Payments	(404,840)
Balance, 8/31/20	\$ 2,512,392

Street Impact Fees

Balance, 7/31/20	1,632,950
Receipts	155,636
Payments	(20,110)
Balance, 8/31/20	\$ 1,768,476

Parks Impact Fees

Balance, 7/31/20	680,508
Receipts	36,668
Payments	(17,293)
Balance, 8/31/20	\$ 699,882

Street Sales Tax

Balance, 7/31/20	8,215,926
Receipts	1,508,860
Payments	(24,050)
Balance, 8/31/20	\$ 9,700,736



**City of Conway, Arkansas  
Ordinance No. O-20-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING CARES ACT GRANT PROCEEDS AWARDED TO THE CONWAY AIRPORT DEPARTMENT, AND FOR OTHER PURPOSES:**

**Whereas**, City of Conway Airport Department has been awarded a CARES ACT grant. Grant No. 3-05-0089-009-2020 in the amount of \$69,000; and

**Whereas**, the City of Conway Airport may use these funds for any purpose for which airport revenues may be lawfully used.

**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 \$69,000 in the Airport Fund Revenue Account (550.109.4200) and transfer \$69,000 into the Other Misc. expense account (550.109.5799).

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

**PASSED** this 22<sup>nd</sup> day of September, 2020.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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





**City of Conway, Arkansas**  
**Ordinance No. O-20-\_\_\_\_\_**

**AN ORDINANCE APPROVING AND APPROPRIATING FUNDS FOR PROFESSIONAL SERVICES AND UTILITY IMPROVEMENTS FOR CANTRELL FIELD AIRPORT; AND FOR OTHER PURPOSES:**

**Whereas**, the City of Conway would like to enter into an agreement with Garver for utility coordination services with an estimated cost of \$12,300. The Improvements will consist primarily of the extension of existing water and electrical utilities by Conway Corporation to accommodate the future T-Hangar building; and

**Whereas**, the City of Conway would like to enter into an agreement with Conway Corporation to establish electric, electric communication, water and Sewer extensions to serve Conway Municipal Airport – T-Hangar #6 for an estimated cost of \$82,850; and

**Whereas**, the City of Conway intends to apply for an Arkansas Department of Aeronautics state matching grant (90%/10%) to cover cost associated with this project; and

**Whereas**, funds for this project were not included in the 2020 Airport budget and the City request an appropriation of \$95,150.

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

**Section 1.** The City of Conway shall approve the Work Order from Garver in the amount of \$12,300 and enter into an agreement with Conway Corporation to establish utilities for T-Hangar #6.

**Section 2.** The City of Conway shall apply for a reimbursing, matching grant from Arkansas Department of Aeronautics at the conclusion of this project.

**Section 3.** The City of Conway shall appropriate \$95,150 from the Conway Airport Fund Balance Appropriation Account 550.109.4900 into the Airport CIP Account 550.109.5990.

**Section 4.** All ordinances in conflict herewith are repealed to the extent of the conflict.

**PASSED** this 22<sup>nd</sup> day of September, 2020.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-20-\_\_**

**AN ORDINANCE APPROVING THE RULES AND REGULATIONS AND MINIMUM STANDARDS FOR CONWAY REGIONAL AIRPORT**

**Whereas**, the Federal Aviation Administration recommends that General Aviation airports document their Rules and Regulations and Minimum Standards; and,

**Whereas**, the adoption of Rules and Regulations and Minimum Standards will help clarify allowable activities at Conway Regional Airport; and,

**Whereas**, the Conway Airport Advisory Committee and airport staff have developed recommended Rules and Regulations and Minimum Standards; and,

**Whereas**, adoption of Rules and Regulations and Minimum Standards will help facilitate standardized airport operations.

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

**Section 1.** Rules and Regulations for Conway Regional Airport are adopted.

**Section 2.** Minimum Standards for Conway Regional Airport are adopted.

**Section 3.** All ordinances in conflict with this ordinance are hereby repealed to the extent of their conflict.

**PASSED this 22<sup>nd</sup> of September, 2020.**

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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

# CONWAY REGIONAL AIRPORT RULES AND REGULATIONS



ADOPTED BY CONWAY CITY COUNCIL

4<sup>th</sup> day of August 2020

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Bart Castleberry, Mayor

# ***RULES AND REGULATIONS***

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FINAL REVIEW

## **DEFINITIONS**

The following words and phrases, whenever used in these rules and regulations, shall be construed as defined in this article unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in 49 U.S.C. §40101 *et seq.* (previously known as the Federal Aviation Act of 1958, hereinafter cited as "FAA Act") and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

***Abandoned property or vehicles*** shall hold the equivalent definition as defined by the Arkansas State Law. No person shall abandon any property on Airport property or in any building on the Airport without prior permission from the Airport Director.

***Abandoned aircraft*** shall be defined under the same terms as are stated under the current regulations published by the Federal Aviation Administration.

***Aeronautical activity*** means any activity or service which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations. "Aeronautical activities" include, but are not limited to, charter operations (under either Federal Aviation Regulation (FAR) Part 121 or 135), charter brokerage, aircraft hangar leasing, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, aircraft sales, leasing and servicing, aircraft management, aircraft washing, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft, repair and maintenance of aircraft, sale of general aviation aircraft parts, and any other activities which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

***Aircraft parking and storage areas*** means those hangar and apron locations of the Airport designated by the Airport Director for the parking and storage of aircraft, and such areas of the Airport designated for aircraft maintenance, and self-fueling.

***Airport*** means in this document the physical boundaries of the Conway Regional Airport Cantrell Field.

***Airport Director*** in this document shall pertain to the person designated and given authority as the Director of the Conway Airport or any designee.

***Airport Fence*** meaning that fence, gate, building, structure or some other form of barrier used to distinguish the Airport's property boundary limits or to serve as a physical barrier restricting the general public from having direct access to the Airport Operating Area.

**Air Operations Area (AOA)** means the portion of the Airport, paved and unpaved, specifically reserved for the use of the actual operators of licensed aircraft, the aircraft crews, passengers of the aircraft, employees of the airport, Airport management and of the Airport operators, and such other persons as may be authorized to enter thereon by reason of their official duties in connection with the maintenance, inspection and operation of the aircraft and Airport. Generally the Air Operating Area ("AOA") is that portion of the Airport which lies inside the Airport Fence giving direct access to any aircraft and its movement area.

**City of Conway** shall be defined in this document as any employee, agent, or elected official of the City of Conway, Arkansas.

**Common Areas** means that portion of Airport property not bound by exclusive-use agreements including, but not limited to, all Common Areas, improvements, equipment and services which may now exist or may hereafter be provided by the Airport Management for the accommodation and convenience of Airport customers and tenants, including landing and take-off facilities, means of ingress and egress to Leased Premises, other Airport installations and all other reasonable services which may be provided without charge from time to time by the Airport Management. All such Common Areas shall be at all times under the exclusive control and management of Airport Management and may be rearranged, modified, changed or terminated at Airport Management's sole discretion.

**Force Majeure** is an Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, pandemic, or any other cause not within the control of City of Conway or the Airport Director.

**Fuel handling** means the transportation, delivery, fueling, and draining of fuel or fuel waste products, and the fueling of aircraft.

**Ground Vehicle Training Program** shall mean the current AOA movement training offered by the Airport Director to provide awareness and teach how a person shall access the Airport safely and correctly. Completion of this training is required for any person desiring unescorted access to AOA Common Facilities.

**Hazardous Materials** include, but are not limited to, asbestos in any form, urea formaldehyde foam insulation, any other chemical, material, air pollutant, toxic pollutant, waste or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and /or Clean Water Act or any other federal, state, county, regional, local or other governmental authority's laws, rules, orders, standard, policies or regulations.



**Major aircraft alterations and repair** means major alterations and/or repairs of the parts or of the types listed in FAR Part 43x.A.a and 43 .A.b.

**Minimum Standards** means the minimum standards set by the Airport Management for permitted commercial aeronautical activities at the Airport.

**Movement Area** means that portion of the Common Area of the AOA which is used for take- off, landing, taxiing and maneuvering of aircraft.

**Non-Movement Area** means that portion of the Common Area of the AOA which is used for providing a path for taxiing and maneuvering of aircraft to a taxiway.

**Permitted Use of Premises** is clearly defined in Exclusive-use Agreements. Any other use outside the stated permitted use is strictly prohibited without the prior written consent of Airport Management.

**Premises (Leased Premises, Demised Premises)** means that portion of Airport property that is not Common Area, and is subject to a binding exclusive-use agreement with Airport Management.

**Preventative aircraft maintenance** means maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in the most current FAR Part 43 A.C.

**Public entry point** means any gate (vehicle or pedestrian) that is managed and operated by the City of Conway Airport that gives access to any Common Area of the Airport.

**Runway incursion** as defined by the FAA, will mean any occurrence in the Airport runway environment involving an aircraft, vehicle, person, or object on the ground that creates a collision hazard or results in a loss of required separation with an aircraft taking off, intending to take off, landing, or intending to land.

**Service Provider** is any person, operator or business on the Airport that offers a public service to other aeronautical users for a fee and has met the requirements of the *Minimum Standards*.

**Shared Easement** means the non-exclusive use of a portion of the Common Area of the Airport for the purpose of providing pedestrian and motor vehicular (excluding aircraft) ingress and egress by specified person(s).

**Special Event** is defined as any event or activity at the Airport or at a business or location at the Airport that is outside the normal operation of that facility.

**Surface incident** as defined by the FAA, will mean those incidents where a vehicle, pedestrian or an aircraft, operated by a pilot, maintenance technician, or other person, enters a runway safety area or taxiway without a clearance but another aircraft was not present.

**Taxilane** means any Common Area of the AOA, or any other area, used for access between taxiways and aircraft parking and storage areas. A taxilane shall be designated as part of the non-movement area.

**Taxiway** means a defined path established for the taxiing of aircraft from an aircraft parking and storage area or a taxilane to a runway. A taxiway shall be designated as part of the movement area.

FINAL REVIEW

## **SECTION 1. GENERAL USE OF AIRPORT**

### ***Section 1-1. Purpose of Rules and Regulations***

Rules and regulations provided in this document, and any other amendments, adopted by the City of Conway for the operation of the airport, or other documents referenced here, are intended for the safe, orderly and efficient operation of the Airport, and apply to all persons using the Airport for any reason.

### ***Section 1-2. Conflicting Laws, Ordinances, Regulations and Contracts***

In any case where a provision of the *Rules and Regulations* is found to be in conflict with any other provision of these regulations or in conflict with a provision of any zoning, building, fire, safety, health or other ordinance, code, rule, or regulation of the City of Conway, the State of Arkansas, the FAA or other federal government entity, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

### ***Section 1-3. Penalty for Violations***

The Airport Director may deny use of the Airport or issue a warning for any person violating or refusing to comply with any of the *Rules and Regulations* or any supporting document referenced in the *Rules and Regulations* through the *Notice of Violation* (NOV) procedure. Some violations may also be considered misdemeanors and be subject to monetary fines in accordance with city ordinance or other applicable federal, state, or local laws.

### ***Section 1-4. Minimum Standards***

Prior to commencing any commercial aeronautical activity at the Airport, all persons shall comply with all applicable requirements concerning such activities as are set forth in the *Airport Minimum Standards* and these *Rules and Regulations*.

### ***Section 1-5. Accessing the Airport***

Only persons and vehicles given prior authorization through terms of a lease, agreement or permit with the Airport may access the Airport, or by authority of the Airport Director, and only under all other conditions of this document. No person shall gain unauthorized access to the Airport by any means.

### ***Section 1-6. Responsible Party***

Any person being given access to the Airport, whether by means of a lease, agreement or permit with the Airport, shall be responsible for any person or vehicle that has gained access, authorized or unauthorized, through conditions, means or physical access that the lease, agreement or permit gives. The aforementioned are responsible for access gained through the privileges granted in any lease, agreement or permit.

### **Section 1-7. Closing of the Airport**

In the event the Airport Director believes the conditions of the Airport are unsafe for landing or takeoffs, or to allow for construction or repair, it shall be within the Airport Director's authority to close the entire Airport or portions thereof at any given time.

### **Section 1-8. Smoking Areas**

Smoking is prohibited:

- (a) Within fifty (50) feet of an aircraft, fuel truck and/or fuel storage area.
- (b) Within two hundred (200) feet of the bulk fuel storage facility.

### **Section 1-9. Self-services**

- (a) Persons are permitted to fuel, wash, repair, or otherwise service their own based aircraft, provided there is no attempt to perform such services for others for compensation without satisfying the requirements of the *Minimum Standards* and these regulations and all applicable laws.
- (b) An aircraft owner may hire an individual to provide, under the direction and supervision of the aircraft owner, services only on the owner's based aircraft as long as that person has satisfied the requirements of the *Minimum Standards*, these rules regulations and all applicable laws. Such services may also be provided by an employee of the aircraft owner.

### **Section 1-10. Aircraft Washing and Polishing**

Washing of aircraft must be done without the use of soaps, solvents or degreasers unless those previously listed are biodegradable. Runoff shall be contained as to not enter any storm drain, collected and properly disposed of in a manner, in accordance with all federal, state, county and local laws and airport regulations. The airport provides a wash bay located in the East end of the OpenShade hangars.. The community hangar and corporate hangars are equipped with a drain designed to capture runoff. Parking in the wash bay is not premitted except for washing of aircraft or vehicles.

### **Section 1-11. Waste Containers, Trash and Disposal**

All Airport tenants, users, or visitors shall be responsible for the disposal of their own waste and trash in the appropriate waste containers. No petroleum products, industrial waste matter or other hazardous materials shall be dumped or otherwise disposed of except in accordance with local, county, state and federal law. Any hazardous material, industrial waste, or petroleum products shall be the responsibility of the originator under all applicable laws.

### **Section 1-12. Access Codes/Devices**

Access codes and devices, used for accessing any public entry point, shall only be utilized by persons authorized to access those gates. Persons, who have been provided either a code or device for the purpose of obtaining access to the Airport through a public entry point, shall not

duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Director. Violation of this regulation may result in the loss of access privileges. It is not a violation of this section to provide the access code to the employees or agent of the person to whom the access code has been given.

***Section 1-13. Model Aircraft, Kites, Balloons, etc.***

No person shall fly or release a model aircraft, rocket, kite, balloon, parachute, drone or similar device, on the Airport unless prior permission is granted through the Airport Director.

***Section 1-14. Signs and Advertisements***

No person shall post or display signs of any kind in or on a fence or gate owned and maintained by the Airport. No person shall post or display signs of any kind on the exterior of an Airport owned or managed building or hangar without prior written permission from the Airport Director. All outdoor signs, posted or displayed, must meet the requirements set forth by City of Conway ordinances. No person shall distribute advertisements, circulars, printed or written matter to any person, business or property on the Airport.

***Section 1-15. Animals***

No person shall enter the Airport with a dog or other animal unless the animal is restrained by a leash no longer than six feet in length or properly confined as determined by the Airport Director. No person with a dog or other animal shall permit the animal to wander unrestrained on any portion of the Airport. All pet waste must be collected and disposed of appropriately.

***Section 1-16. Feeding of Wild Animals***

No person may intentionally feed a wild or stray animal or bird at the Airport either inside the fence or in the vicinity.

***Section 1-17. Maintenance and Cleanliness of Premises***

All persons using the Airport shall maintain their premises, inside and outside the AOA, in a condition of repair, cleanliness and general maintenance. All persons having possession, control or use of any portions of the Airport shall at all times maintain such premises in clean, serviceable, safe and operable condition and repair. No person shall store or stock materials or equipment in such a manner as to be unsightly or constitute a hazard to personnel or property, as determined by the Airport Director. The definition of cleanliness shall be determined at the discretion of the Airport Director.

***Section 1-18. Storage, Transfer and Cleanup Charges***

The City of Conway or Airport Director may remove and impose storage, removal and transfer charges upon any property abandoned or unlawfully located at the Airport. The Airport Director may clean up any material unlawfully spilled, placed or otherwise deposited at the Airport and may charge the responsible person(s) for the cost of the cleanup, any required environmental remediation, and any expenses incurred by, or fines or damages imposed on, the City of Conway or Airport as a result of the cleanup. Abandoned or unlawful property located on the Airport refers

to property stored in any manner contrary to these rules and regulations or other applicable law, whether inside the AOA fence or outside.

***Section 1-19 Property Damage, Injurious or Detrimental Activities***

No person shall destroy, deface, injure or disturb in any way Airport property, or conduct activities at the Airport that is injurious, detrimental or damaging to Airport property or to activities and business of the Airport. Any person causing or liable for any damage shall be required to pay the City of Conway the full cost of repairs. Any person failing to comply with this section shall be in violation of these regulations and may be refused the use of any Airport facility until the City of Conway has been fully reimbursed for damage done.

***Section 1-20 Alteration of Airport Property***

No person shall make any alterations to any signs, buildings, aircraft parking and storage areas, leased areas or other Airport property, nor erect any signs, buildings or other structures, that would normally require a building permit, without prior written permission of the Airport Director and without first obtaining the proper permits. Interior work which would not require a building permit such as painting or the installation of carpet does not need to be approved by the Airport Director. Such persons shall comply with all building codes and permit procedures of the City of Conway, and shall deliver to the Airport Director as-built plans upon completion.

***Section 1-21. Responsibility for Property under Care, Custody and Control***

Property, including without limitation aircraft, airframes, and parts of aircraft, under the care, custody and control of a person shall not be abandoned, neglected or relocated without consent from another person to take care, custody and control of said property.

***Section 1-22 Aircraft Accidents and Other Emergencies on the Airport***

Persons shall remain clear of and away from all Airport emergencies unless authorized by law, or otherwise requested, or with the consent of the Airport Director.

***Section 1-23. Airport Fence and Gate Management - Responsibility of Owners and Operators***

It shall be the responsibility of any tenant to report any malfunction or failure of gates to properly operate to the Airport Director or airport staff.

- (a) All gates leading to or from the Airport Operating Area (AOA) must be posted at all times as follows with the following information with letters at least 3 inches high and on a contrasting background as to make the information visible:

## Conway Regional Airport

This is Gate #

**POSTED: It is unlawful to trespass  
beyond this point without valid  
authority.**

In the event of emergency or if his gate  
is found unsecured call  
501-358-6200.

- (b) All pedestrian and vehicles access gates shall be controlled at all times using automated controlled-access devices, gate operators, closers with automatic locks or other such reliable devices, or any other means of affirmative control acceptable to the Airport Director, that serves to continually safeguard the Airport from unauthorized access on to the Airport Operating Area.
- (c) The Airport Director or any other authority responsible for the operation and safety of the Airport is hereby authorized to take appropriate action to ensure the Airport is safeguarded at all times, including the temporary override of gates, closers and locks of damaged or otherwise inoperable gates and/or doors, or the placement of blockades or other types of barriers of fencing material as needed should the gate or fence be found unsecured or the Airport safety is at risk of being breach or, the privilege of access onto the Airport Operating Area (AOA) is, in the sole discretion of the Airport Director, being abused. Such safeguards, when taken, shall be clearly posted and not removed by the tenant, off-Airport property owner, business operator or any other person until expressly authorized by the Airport Director.

### **Section 1-24. No Sales on Credit**

There shall be no sales of aviation fuel or other goods or services on credit. All such sales shall be conducted on the basis of either cash or credit card.

## **SECTION 2. AIRCRAFT RULES**

### ***Section 2-1. Applicability of this Section***

The following *Rules and Regulations* apply to all aircraft, whether being operated or moved by a pilot, mechanic, or line service employee while at the Airport.

### ***Section 2-2. General Operating Rules for Aircraft***

All aircraft should be operated under and comply with all applicable Federal Aviation Regulations.

### ***Section 2-3. Aircraft Parking***

- (a) No person shall park, leave parked, or allow to remain stationary any aircraft at the Airport except within the designated aircraft parking and storage area assigned to them and outside of any common area. No part of any aircraft should be parked on or hang over the extent of their designated aircraft parking and storage area.
- (b) If any aircraft is parked in violation of this section or, in the determination of the Airport Director, presents an operational or safety concern in any area of the Airport or interferes with the ability of the Airport to maintain the premises or any part of the Airport, the Airport Director may have the aircraft, at the owner's/operator's expense, moved. The City of Conway, its employees and agents, shall not be liable for any damages which may result from the relocation of the aircraft.

### ***Section 2-4. Removal of Disabled Aircraft***

The owner and/or pilot of any disabled aircraft on the Airport shall have the responsibility to remove the aircraft from any Common Area at their own expense and in a reasonable timeframe unless required or directed by the Airport Director, the FAA, or the NTSB to delay such action pending an investigation of an accident. In the event of failure to promptly remove such disabled aircraft, the Airport Director may cause the aircraft to be removed and bill the owners thereof for all charges incurred in the removal of same. The City of Conway or the Airport shall not be responsible for damage to the disabled aircraft when removed by the City or Airport, or persons acting on their behalf.

If the aircraft is subject to an investigation, no portion of the cargo or baggage may be removed until the aircraft is released by the FAA or NTSB.

### ***Section 2-5. Aircraft Engine Operation***

Aircraft engines shall only be operated at idle except as may be necessary for safe taxiing operations, take off, landing, preflight testing, and maintenance testing. At no time shall any aircraft engine be operated while the aircraft is in a hangar or covered tie-down space. This includes the action of taxiing an aircraft into or out of a hangar.

### ***Section 2-6. Exhaust and Propeller Blast***

No aircraft engine shall be started or aircraft taxied where the exhaust or propeller blast may cause injury to persons, do damage to property, or spread debris on the Airport.

### ***Section 2-7. Aircraft Noise Abatement Procedures***

When departing from the Airport, all aircraft should follow National Business Aviation Association standards unless otherwise directed by ATC.



### ***Section 2-8. Common Traffic Advisory Frequency***

All aircraft (being operated by a pilot or mechanic), vehicle or pedestrian operating within the movement area of the Airport shall if radio equipped utilize the common air traffic advisory frequency (CTAF), 123.05 MHz, and are required to broadcast their intentions as advised in the Aeronautical Information Manual (AIM).

### ***Section 2-9. Aircraft or Airport Accident Reports***

All aircraft or Airport property damage must be reported. Any persons involved in an aircraft accident in which Airport property is damaged or which occurs on the movement area and for which a report is required by a regulatory agency, shall contact the Airport Director as soon as practical but no later than forty-eight (48) hours of the accident and if requested, make a full written report of the accident to the Airport Director. The report shall include, at a minimum, the names and addresses of the persons involved, a description of the accident and its cause, as well as the property, if any, that was damaged.

### ***Section 2-10. Reporting of Incursions and Surface Incidents Caused by a Pilot Deviation***

If a pilot or mechanic operating an aircraft for maintenance purposes causes an incursion, as defined by the FAA and these rules and regulations that pilot or mechanic shall contact the Airport Director to make a full report listing the reason and cause of the incursion and any other information requested.

### ***Section 2-11. Helicopter Operations***

Helicopters, whether based or transient, shall not operate closer to any building, hangar, or aircraft, within the Final Approach and Takeoff Area (FATO) as described for that helicopter in the current version of FAA Advisory Circular 150/5390-2, plus an additional 25 feet. Helicopters shall not, as much as possible, fly over or hover over persons, vehicles, other aircraft (parked or not), or buildings within the Airport.

## **SECTION 3. VEHICLES AND PEDESTRIANS**

### ***Section 3-1. Applicability of this Section***

This section applies to any person or vehicle accessing the Common Area of the AOA.

### ***Section 3-2. Vehicle Operations***

The privilege of operating a vehicle in any Common Area of the AOA is at the sole discretion of the Airport Director and can be revoked at any time.

### ***Section 3-3. Reporting of Incursions or Surface Incidents Caused by a Vehicle or Pedestrian***

Any pedestrian or person operating a vehicle who causes an incursion or surface incident, as defined by the FAA and these rules and regulations, shall contact the Airport Director within forty-eight (48) hours and if requested, shall make a full report listing the reason and cause of the incursion or incident and any other information requested.

### ***Section 3-4. Parking Restrictions***

- (a) No person shall park or leave any vehicle, whether occupied or not, except within a designated vehicle parking area. There are no designated parking areas in any unpaved, grass or turf areas within the common area.
- (b) Aircraft owners shall only park their vehicle in the aircraft storage and parking space designated for their aircraft unless other parking is provided.
- (c) Vehicles parked in an aircraft parking and storage area shall be parked in a manner so as to be completely contained in the aircraft parking or storage space and not obstruct adjacent aircraft parking and storage areas or taxiways, unless for the purposes of immediate and temporary loading, unloading, or staging of an aircraft.
- (d) Exceptions may be made for certain special events.

### ***Section 3-5. Authority to Remove Vehicles***

The Airport Director may cause any vehicle to be removed from any area of the Airport which is determined to be disabled, abandoned, parked in violation of these regulations, or which presents an operational problem to any area of the Airport. The removal shall be at the operator's expense and the Airport shall remain without liability for damage which may result in the course of such movement.

### ***Section 3-6. Bicycles or Other Non-Motorized Cycles***

The operator of any bicycle or other non-motorized cycle shall follow all requirements set forth for vehicle operations on the Airport.

### ***Section 3-7. Scooters and Miscellaneous Vehicles***

No person shall use at the Airport any go-cart, scooter, skateboard, rollerblade, all-terrain vehicle, or any other off-street legal moped, motorcycle or other vehicle not licensed or otherwise permitted by state law for operation on a public street or highway unless authorized by the Airport Director. This section does not apply to vehicles used solely for tugging, marshalling, refueling of aircraft, or used for transportation to and from the hangar areas to the FBO (i.e. motorized Golf carts)

### ***Section 3-8. Motor Homes, Boats and Recreational Vehicles***

Motor homes, boats, utility trailers, and recreational vehicles shall not be stored inside or outside the fence or designated parking area on the Airport without the consent of the Airport Director.

*Authorized* motor homes, boats, utility trailers, and recreational vehicles shall be completely confined within the hangar or the storage space so as not to impede the aircraft.

### **.Section 3-9. Vehicle Repair**

No person shall clean or make any repairs to vehicles anywhere on the Airport except those minor repairs necessary to remove such vehicles from the Airport. This provision does not apply to ground support equipment or vehicles used in the sole operation of a Service Provider's operation, and are owned or leased by the Service Provider.

Service Providers shall not conduct any form of repairs on any vehicle, whether for payment or not, that is not associated with that Service Provider's normal daily operation or is not consistent with the permitted use of the property.

### **Section 3-10. Pedestrians in the Common Area of the AOA**

Pedestrians shall at no time be authorized to be present in any part of the Common [Movement](#) Area of the AOA unless they are under proper escort.

## **SECTION 4. HANGARS OWNED AND/OR OPERATED BY THE AIRPORT**

### **Section 4-1. Applicability of this Section**

This section shall be applicable to any hangar, T-hangar, OpenShade hangar, or tie-down owned and/or operated by the Airport.

### **Section 4-2. Corporate or Conventional Hangars other than T-Hangars**

(a) Aircraft storage hangars shall only be used for the following purposes:

1. Storage and parking of aircraft and associated aircraft equipment and supplies as permitted in the tenant's lease agreement. Aircraft parked in or at hangars shall be parked in a manner so as to be wholly within the leased premises and not obstruct adjacent aircraft parking and storage areas or taxilanes, except for purposes of immediate and temporary staging and fueling of such aircraft.
2. Parking of vehicles while the operator's aircraft is in operation.

(b) Use of aircraft storage hangars shall be subject to the following restrictions:

1. Preventative maintenance is allowed in hangars, but no major aircraft alterations or repairs shall be performed in hangars except by the owner of the aircraft.
2. Oily rags, oil wastes, rags and other rubbish and trash may only be stored in containers with self-closing, tight-fitting lids as approved by the Airport Director or City of Conway fire department.
3. Oxygen or any combustible compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed for the cylinder(s) or tank(s). Compressed gas cylinders or tanks must have pressure relief devices installed and maintained. Cylinders or tanks not in use shall have a transportation safety cap installed.
4. All flammable or combustible fluids shall be properly stored in approved containers and fire proof cabinets.

- (c) Aircraft hangars shall be subject to annual and periodic inspections as required at the discretion of the Airport Director and the City of Conway fire department or any regulatory authority to ensure compliance with all laws, ordinances and these regulations.

### **Section 4-3. Aircraft T-hangars**

- (a) Aircraft T-hangars shall only be used for the following purposes:
  - 1. Storage and parking of aircraft and associated aircraft equipment and supplies as specified in the tenant's lease agreement. Aircraft parked in hangars shall be parked in a manner so as to be wholly within their leased premises and not obstruct adjacent aircraft parking and storage areas or taxilanes, except for purposes of immediate and temporary staging and fueling of such aircraft.
  - 2. Parking of vehicles while the operator's aircraft is in operation.
- (b) Use of aircraft T-hangars shall be subject to the following restrictions:
  - 1. Preventative maintenance is allowed, but no major aircraft alterations and repairs shall be performed in hangars except by the owner of the aircraft or a licensed AP/IA mechanic unless approved by the Airport Director.
  - 2. Maintenance shall not be performed with such tools or equipment as would disrupt or interrupt service of utilities by using those tools or equipment due to the power required.
  - 3. Oily rags, oil wastes, rags and other rubbish and trash may only be stored in containers with self-closing, tight-fitting lids as approved by the Airport Director or the City of Conway fire department.
  - 4. Oxygen or any combustible compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed for the cylinder(s) or tank(s). Compressed gas cylinders or tanks must have pressure relief devices installed and maintained. Cylinders or tanks not in use shall have a transportation safety cap installed.
  - 5. Batteries shall only be charged while the owner, Service Provider or tenant is in attendance. Aircraft batteries shall not be connected to a charger when installed in an aircraft located inside or partially inside a hangar. Battery tenders are allowed to be connected to the battery while installed in an aircraft.
  - 6. All flammable and/or combustible material shall be properly stored in an approved NFPA container. The storage of such material shall be limited to a total of ten (10) gallons.
- (c) No commercial maintenance activities shall be conducted by Lessee in the T-hangar. This restriction does not preclude the Lessee from using certified maintenance personnel to perform maintenance work in the T-hangar. Any such work must be performed within the confines of the lease site and not interfere with the operation of adjacent leaseholders. Any certified maintenance personnel conducting work for compensation on the aircraft of the Lessee shall comply with the *Minimum Standards*.

- (d) Any construction that involves moving walls or changing the structure of the building must be approved in writing by the Airport Director.
- (e) Aircraft T-hangars shall be subject to annual and periodic inspections at the discretion of the Airport Director and City of Conway fire department or any regulatory authority to ensure compliance with all laws, ordinances and these rules and regulations.

#### ***Section 4-4. Aircraft OpenShade Hangars and Tie-downs***

Aircraft OpenShade hangars and tie-downs shall only be used for the following purposes:

- (a) Storage and parking of the aircraft listed on the aircraft storage agreement for that OpenShade hangar or tie-down and parked in a manner so as to be wholly within their leased premises and not obstruct adjacent aircraft parking and storage areas or taxilanes, except for purposes of immediate and temporary staging and fueling of such aircraft.
- (b) Conducting preventative aircraft maintenance on the aircraft listed on the aircraft storage permit for that OpenShade hangar or tie down and in accordance with applicable regulations as long as all maintenance activities can be contained within the space leased or rented.
- (c) All flammable and/or combustible material shall be properly stored in appropriate containers. The storage of such material shall be limited to a total of 10 gallons.
- (d) Any construction that involves moving walls or changing the structure of the building must be approved in writing by the Airport Director.
- (e) Aircraft OpenShade Hangars shall be subject to annual and periodic inspections at the discretion of the Airport Director and City of Conway Fire Department or any regulatory authority to ensure compliance with all laws, ordinances and these regulations.

### **SECTION 5 FUELING, FLAMMABLE FLUIDS, AND SAFETY**

#### ***Section 5-1. Fuel Safety***

All transportation, storage and other handling of aircraft and vehicle fuel within the Airport shall comply with the Uniform Fire Code, as amended, the National Fire Protection Association (NFPA) codes and standards, particularly, but not limited to NFPA 407 and 409, as amended, FAA Advisory Circular 150/5230-4 or current version, as amended, all requirements of these rules and regulations, and all other applicable law.

#### ***Section 5-2. Unauthorized Fuel Possession and Storage***

Except as expressly permitted by these regulations, no person shall possess fuel of any kind at the Airport.

#### ***Section 5-3. Storage of Aircraft Fuel Trucks, Trailers and other Aircraft Refueling Devices***

- (a) Aircraft refueling vehicles, other moveable aircraft fuel containers and refueling devices shall be stored outside and not less than fifty (50) feet from a building or such other distance as shall be approved by Airport Director and the City of Conway fire department.

- (b) No aircraft refueling vehicle, aircraft fuel container, or other aircraft refueling device, empty or otherwise, shall be brought into, kept or stored within any building at the Airport unless the building is used exclusively for that purpose. This section does not apply to NFPA approved vehicle fuel cans with a capacity of not more than five (5) gallons, provided no more than one such can may be located within a single vehicle, and not more than two such cans in any hangar.
- (c) Only Airport fuel trucks shall dispense fuel into an aircraft unless prior permission is granted by the Airport Director.

**Section 5-4. Aircraft Fueling Locations**

All aircraft fueling shall be performed outdoors. No portion of any aircraft shall be in any hangar, T-hangar or OpenShade hangar during any fueling operation.

**Section 5-5. Maintenance of Fuel Servicing Vehicles**

Maintenance and servicing of aircraft fuel servicing vehicles shall be performed outdoors or in a building approved for that purpose by the City of Conway fire department. All aircraft refueling vehicles, aircraft fuel containers, or other aircraft refueling devices shall be kept to the standards listed in NFPA 407.

**Section 5-6. Removal of Gas, Oil, Grease, etc.**

All spills are required to be reported immediately to the Airport Director.

In the event of spillage of gasoline, oil, grease or any material which may be unsightly or detrimental to the Airport, the same shall be removed immediately. The responsibility for the immediate removal of such gasoline, oil, grease or other material shall be assumed by the Service Provider or owner of the equipment causing the spill or by the tenant or concessionaire responsible for the spill.

In the event of any spill that the Service Provider, owner, tenant or concessionaire fails to properly restore the area to its original safe and environmentally sound status, the City of Conway may clean up any material unlawfully spilled, placed or otherwise deposited at the Airport and may charge the responsible person(s) for the cost of the cleanup, any required environmental remediation, and any expenses incurred by, or fines or damages imposed on, the City of Conway resulting from the spill. Such an event may constitute grounds for denying access to the Airport.

**Section 5-7. Fire Extinguishers**

All tenants, lessees, licensees, and sub-lessees shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by the City of Conway fire department or recommended in NFPA 407. Each fire extinguisher shall carry a suitable tag showing the date of most recent inspection.

### **Section 5-8. Moveable Fuel Storage Tanks**

Unless otherwise approved by the Airport Director, moveable fuel storage tanks are prohibited at the Airport except for:

- (a) Fuel trucks constructed, operated and maintained in all respects as required by law.
- (b) Fuel tanks in an operable aircraft.
- (c) Tanks not exceeding a one-gallon capacity used solely for sampling and testing fuel, engines and fuel handling apparatus.
- (d) Tanks lawfully transporting fuel for immediate dispensing into a fuel storage tank permitted by the City of Conway. Such vehicles shall access the Airport at a point approved by the Airport Director and remain under escort by a representative of the company receiving the fuel.
- (e) Two (2) NFPA approved fuel tank with a maximum capacity of five (5) gallons stored in a hangar or T- hangar.

### **Section 5-9. Self-Fueling**

Except as may be prohibited by other provisions of these rules and regulations and any other applicable law, owners of an aircraft based at the Airport who desire to self-fuel their aircraft shall apply for a self-fueling permit from the Airport Director. The preceding sentence does not apply to the use of a self-service fuel facility provided by a Service Provider.

### **Section 5-10. Vehicle Fuel**

No person shall possess vehicle fuel on the Airport except:

- (a) Within the Airport bulk fuel storage area, also known as the Fuel Farm;
- (b) Within the permanently installed fuel tank of a vehicle for use only by that vehicle;
- (c) Within a moveable container designed for storage of vehicle fuel and having a capacity of not more than ten (10) gallons. No more than one moveable container containing vehicle fuel shall be located in a single vehicle. No more than one such container shall be located in any hangar.
- (d) Within bulk fuel storage facilities for use by airport service vehicles and equipment.

## **SECTION 6 SPECIAL EVENTS**

### **Section 6-1. Applicability of this Section**

This section applies to any person who has a ground lease.

### **Section 6-2. Special Events Permit**

Any person or entity sponsoring Special Events at the Airport shall be required to apply for and obtain a permit from the Airport Director, unless otherwise allowed by the City of Conway. All parts of these *Rules and Regulations* apply to Special Events unless prior written permission is granted.

### **Section 6-3. Requirements for a Special Events**

The City may require a Special Events Permit. A Special Events Permit is required if any of the following conditions apply:

- (a) The general public will be invited.
- (b) Parking is predicted to exceed the current parking allotted for Airport and other arrangements must be made, *i.e.*, borrowing parking.
- (c) The general public will have access to the AOA.
- (d) An admission, fee, payment, or donation is requested.
- (e) Any time there is a charge for food, drinks, services, or attendance.

### **Section 6-4. Notice of Airport Special Events to Affected Parties**

The Airport will give proper notice of any Airport or City of Conway sponsored Special Events that might impact the operation of air traffic or the operations of any part of the Airport.

### **Section 6-5. Responsibility at Special Events**

The actions and consequences of all guests invited by the lease holder, tenant, or other authorized party at a Special Event shall be the responsibility of the lease holder, tenant, or other authorized party as is stated in *Section 1-6 Responsible party*.

## **SECTION 7. NOTICE OF VIOLATION (NOV)**

### **Section 7-1. Applicability**

This policy shall be applicable to any person accessing the Airport for any reason.

### **Section 7-2. Purpose**

The purpose of a Notice of Violation (NOV) is to inform a person, business, or permit holder that there has been a violation of these *Rules and Regulations* or any supporting document and to prescribe a means of correction. A NOV is issued when a violation is observed or discovered.

### **Section 7-3. Procedure**

- (a) The NOV will be given in the form of a letter. The letter will be sent to the offending party detailing the violation, the means of correction and the compliance date. A copy will be kept on file for three (3) years. At the end of that period, the violation will be removed from the file.
- (b) A NOV may be issued for any violation of any part of these Rules and Regulations or any supporting document referenced in the Rules and Regulations. Failure to correct a noted violation shall result in an additional NOV.



- (c) If a serious violation occurs in which there was gross negligence for safety, that person, business, or permit holder may have certain privileges taken away immediately as may be appropriate to the seriousness of the offense.
- (d) Continued failure to correct a violation may result in the Airport Director's decision to exercise all available rights and legal remedies.
- (e) Copies of any NOV issued may be sent to the City of Conway Police Department.

FINAL REVIEW

# CONWAY REGIONAL AIRPORT

## MINIMUM STANDARDS



ADOPTED BY CONWAY CITY COUNCIL

4<sup>th</sup> day of August 2020

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Bart Castleberry, Mayor

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## **INTRODUCTION**

In order to encourage and ensure the provision of adequate services and facilities, the economic health of, and the orderly development of aviation and related aeronautical activities at the Conway Regional Airport, the City of Conway as proprietor, sponsor and operator of the airport establishes these minimum standards and requirements ("Minimum standards").

The following sections set forth the Minimum standards prerequisite to a person or entity operating upon and engaging in one or more activity upon the airport. The Minimum standards are not intended to be all-inclusive. Any person or entity engaging in activities at the airport will be required to comply with all applicable federal, state and local laws; ordinances; codes; and other similar regulatory measures to such activities and these Minimum standards.

## **STATEMENT OF POLICY**

The City of Conway intends to operate, manage, plan, finance and develop the airport for its long-term financial viability and safety in a manner consistent with generally accepted airport practices and applicable federal, state and local policies and regulations.

Accordingly, all entities wishing to perform aeronautical and /or commercial, and/or any other activities at the airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if applicable) to occupy available facilities at the airport.

The granting of rights and privileges to individuals and businesses will not be construed in any manner as affording any operator any exclusive right for use of the premises and/or facilities at the airport other than those premises which may be leased exclusively to any operator, and then only to the extent provided in a written lease and/or permit.

While the airport director has the authority to manage the airport (including the authority to interpret, administer, and enforce airport agreements and airport owner policies and the authority to permit temporary, short term occupancy of the airport), the ultimate authority to grant the occupancy and use of the airport real estate or permits allowing for the conduct of all activities, and to approve, amend or supplement all leases and permits is expressly reserved to the City of Conway City Council after the advice and consent of the Airport Advisory Committee and Airport Director.

## **SECTION 1: DEFINITIONS**

As used herein, the following terms shall have the meaning listed:

**AIRPORT LAYOUT PLAN:** (ALP) Official Airport Plan prepared by the Airport Consulting Engineer in consultation with Airport staff and the Airport Advisory Committee, approved by the Airport Director and FAA

**AIR OPERATIONS AREA:** (AOA) That portion of the Airport designated for use by aircraft and including all runways, taxiways, ramps, aprons and any other areas so delineated for use by aircraft, inside the perimeter fence.

**AERONAUTICAL ACTIVITY:** Shall mean any activity which involves, makes possible, or is required for the operation of aircraft or which contributes to, or is required for, the safety of such operations and shall include, but not by way of limitation, all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, sale of and maintenance of aircraft accessories, including radio, communication and navigation equipment and any other activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as an "aeronautical activity".

**AIRCRAFT:** Any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air.

**AIRPORT:** Shall mean Conway Regional Airport, Conway, Arkansas, owned and operated by the City of Conway.

**AIRPORT ADVISORY COMMITTEE:** Shall mean the seven member board appointed by the Mayor to provide guidance for Airport operations, practices and procedures pursuant to Ordinance No. O-05-50.

**AIRPORT DIRECTOR**: Shall mean the Director of the Airport as designated by the Mayor.

**CITY COUNCIL**: Shall mean the City of Conway, Arkansas, city council as duly constituted at any time.

**DRIVER**: Any person who is in physical control of a vehicle.

**ENTITY**: Any person, firm, partnership, corporation, company or association, including any trustee, receiver or similar representative thereof.

**FARS**: Shall mean Federal Aviation Regulations adopted by the Federal Aviation Administration.

**LESSEE**: Shall mean any person or entity entering into a lease with the City of Conway involving real property located on the Airport premises.

**MINIMUM STANDARDS**: The requirements, standards, rules and regulations established herein, as amended from time to time by the City Council upon recommendation of the Airport Advisory Committee, setting forth the minimum requirements to be met as a condition for the right to conduct any activity on the Airport.

**MOTOR VEHICLE**: Any self-propelled ground vehicle.

**MOVEMENT AREA**: Shall mean that portion of the Common Area of the AOA which is used for take- off, landing, taxiing and maneuvering of aircraft.

**NON- MOVEMENT AREA**: Shall mean that portion of the Common Area of the AOA which is used for providing a path for taxiing and maneuvering of aircraft to a taxiway.

**NON-AERONAUTICAL RELATED ACTIVITY/OPERATIONS**: Shall mean any activity, which by nature of the operation or service, is not directly associated with aeronautical activities. Such activities are allowed provided that they do not adversely affect the usefulness, operation, or safety of the Airport.

**PILOT**: Any person who is responsible for control of an aircraft and duly licensed by the FAA for that purpose.

## **SECTION 2: GENERAL USE AGREEMENT**

No entity, incorporated or otherwise, shall conduct any activity at the Conway Regional Airport, unless a valid agreement authorizing such activity has been entered into between the entity and the City of Conway. (This does not apply to transient aircraft operations.)

The agreement will present the terms and conditions under which the activity will be conducted at the airport, including but not limited to: term of the agreement, rent charges, fees and other charges, and the rights and obligations of the respective parties.

## **SECTION 3: GENERAL REQUIREMENTS**

The following general requirements shall apply to all activities at the Airport:

**Aircraft Painting**: Aircraft painting is prohibited in all buildings except those approved as paint shops. All such facilities will abide by all local, City, State and Federal regulations in place and as amended from time to time by the governing bodies. Any violations and subsequent fines/fees which may be levied shall be borne by the party involved in the violation.

**Authorized Persons - Air Operations Area (AOA)**: Any person who has authority to enter the AOA and who permits a guest to accompany him or her shall be responsible for ensuring that such guest remain accompanied by an authorized person at all times while in the AOA. Any person entering the AOA shall ensure that any gate through which entry is gained is properly closed after they enter and is to notify the Airport Management promptly if such gate does not close properly. If vehicle access is used to enter, the vehicle operator, after proceeding through the open gate will stop, and wait until the gate is closed before proceeding to his or her destination. No unrestrained pets, or animals, will be permitted in the AOA.

**Common Courtesy:** Aircraft entering the traffic pattern shall exercise caution and practice courtesy so as not to cause aircraft already in the pattern to deviate from their course.

**Conflict in Rules:** Should there be any conflict between these and the Federal Aviation Regulations (FARs) the latter shall prevail.

**Damage to Runway Lights:** Damage to any field light or fixture shall be reported to Airport Management immediately. Persons causing damage to runway and taxiway lights, as a result of negligent operation of an aircraft, vehicle or as result of a willful act will be liable for replacement cost of the light(s) and/or fixture(s).

**Federal Aviation Regulations (FAR'S):** The regulations of the Federal Aviation Administration for aircraft operated anywhere in the United States, and presently or hereafter effective, are hereby referred to, adopted and made a part hereof as though fully set forth and incorporated herein.

**Fire Regulations:** Every person using the Airport or its facilities for any purpose, shall exercise the greatest care and caution to prevent fires.

Smoking, vaping or open flame on the ramp or within 50 feet of a fuel truck is prohibited.

Any fuel stored in a hangar must be in containers designed for such storage not exceeding ten (10) gallons in capacity.

Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Director.

No flammable substance shall be used in cleaning motors or other parts of an aircraft inside a hangar or other building. No one shall smoke, ignite a match or lighter in any airport public owned building.

The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall not be used for cleaning floors.

Refuse, trash, or litter, such as, boxes, crates, cans, bottles, paper, tall grass/weeds shall not be permitted to accumulate in or about a hangar.

At least two 20 pound BC portable fire extinguishers will be available within 50 feet of the fuel pumps or fuel truck where the open hose discharge capacity of the fuel pump is not more than 200 gallons per minute; at least one wheeled 80 pound BC fire extinguisher where the open hose discharge capacity is more than 200 gallons per minute, but not more than 350 gallons per minute.

All aviation fuel nozzles will have "dead man" controls which will shut off the fuel flow when the nozzle hand control is released. No "lock open" type nozzle shall be permitted for fueling aircraft.

In all matters related to aircraft fueling safety the provisions of NFPA Manual 407 "Aircraft Fuel Servicing" published and available from the National Fire Protection Association, Incorporated, 470 Atlantic Avenue, Boston, Massachusetts 02210, shall prevail (as updated or amended from time to time).

Any fuel which becomes spilled through the fueling procedure, fuel farm loading and unloading procedure or fuel which is spilled from any portion of any aircraft or vehicle is the responsibility of the owner of the aircraft or vehicle or fueling agency involved. It is their responsibility to clean up the spill. The cleanup procedure will conform to those set forth by the Arkansas Department of Environmental Quality (DEQ) and all other City, State and Federal guidelines. Under no circumstances is fuel to be "washed down", but instead it shall be absorbed with an approved material and disposed of in the manner specified by City, State and Federal guidelines. All costs of such clean up shall be borne by the aircraft or vehicle owner/company/tenant involved.

**Foreign Objects:** No foreign objects, including bottles, cans, scrap or any object that may cause damage to an aircraft shall be left upon the floor of any building or upon any part of the surface area of the Airport.

**Fueling of Aircraft While in Operation:** Aircraft shall not be fueled while the engine is in operation. Fueling of any occupied aircraft with the engine running will not be allowed on the field, except under extenuating circumstances: i.e., a medical flight with a patient on board, on life support equipment that cannot be operated without leaving the aircraft running

or that time is so critical that medical personnel deem it a greater risk to wait for a shutdown. Some mechanical exceptions may be applicable to a waiver of this regulation, but by permission of the Airport Director only.

**Aircraft Fueling In or Near Buildings:** Aircraft fuel servicing shall be performed outdoors. Aircraft fuel servicing incidental to aircraft fuel system maintenance operations shall comply with the requirements of NFPA 410.

Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet to any terminal building, hangar, or service building. Aircraft being fueled shall not be positioned so that the vent or tank openings are within 50 feet of any combustion and ventilation air-intake to any boiler, heater, or incinerator room.

**Aircraft Fuel Trucks:** All fuel trucks will be equipped, operated and maintained in accordance with the National Fire Protection Association, Incorporated, and NFPA Manual 407 "Aircraft Fuel Servicing."

**Sale of Automobile Gas:** Public sale of automobile gas for use in aircraft will not be permitted on the Airport except as authorized by Airport Director and properly administered by same.

**Fuel Flowage Fees:** A fuel flowage fee will be charged for all fuel dispensing activities based on the established City Ordinance.

**Injury to Persons:** Persons entering upon Airport grounds do so at their own risk and with no liability incurring to the Airport for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all valid laws, these minimum standards, orders, rules and regulations promulgated and enforced by the Airport or by any authority having jurisdiction over the conduct and operation of the Airport including the FAA. It shall be incumbent upon the user/tenant to be familiar with these regulations.

**Intoxicants and Narcotics Prohibited:** No person under the influence of an intoxicant or narcotic shall operate or fly in any aircraft upon or over the Airport; provided however, such prohibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot.

**Knowledge of Rules Implied:** By adoption of these Minimum standards all persons will be deemed to have knowledge of the contents. Copies of the Minimum standards are available to all persons requesting a copy.

Copies will be available at all times in the airport office, and copies will be furnished to owners and operators of aircraft based on the Airport.

**Lease of Airport Property:** The City of Conway may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, aprons, taxiways and auto parking lots in accordance with the approved Airport Layout Plan.

Leased land from which any building, hangar, or structure is removed after due notice will be cleaned and put back to the condition as originally received by the Lessee.

Lease applications will be submitted through the Airport Director's Office for approval. Following review by the Airport Director and the Airport Advisory Committee, applications will be processed through the City Attorney for signature by the Mayor or his or her designed representative. The exceptions will be the standard leases, such as T-Hangar Leases, etc., which, following review and approval by the Airport Director, will be forwarded for the Mayor's signature. All applications for sub-lease or assignment must be submitted to the Airport Director for approval.

No structures may be erected beyond the building restriction line or in conflict with the approved Airport Layout Plan, unless revisions are made to the Plan and approved by the FAA.

**Lien for Charges:** A lien for charges may be used to enforce the payment of any charge made for repairs, routine invoicing, improvements, storage or care of any personal property, made or furnished by the City or its agents, in connection with the operation of the Airport. The City shall have a lien upon such personal property, which shall be enforceable as provided by law.

**Lien Possessory Right:** A lien possessory right may be used to enforce the non-payment of charges. The Airport Director may retain possession of personal property until all reasonable, customary and usual compensation shall have been paid in full.

**Loading/Unloading of Aircraft:** Aircraft will not be loaded or unloaded with the engine(s) running with the exception of medical operations.

**Authority to Suspend Operations:** The Airport Director or his/her designated representative during the absence of the Director may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.

**Parachute Jumping:** Parachute jumping into the airport is prohibited except when special arrangements have been made authorized by the Airport Director.

**Parking Aircraft:** Aircraft shall be parked in the areas designated by the Airport Director for that purpose.

Aircraft will not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Director as an emergency measure or in an unusual situation. Vehicles shall use care to avoid interference with aircraft in the aircraft parking areas.

Unattended aircraft will be properly shut down, chocked, or tied down.

**Pilots:** Only properly licensed persons holding current airman and medical certificates issued by the FAA shall be authorized to operate aircraft upon the Airport. This limitation shall not apply to properly licensed sport pilots, ground operations by properly trained and qualified persons, students in training while under the supervision of licensed instructors, or to public aircraft of the federal or state governments or a political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

**Ultralight or Motor-less Aircraft or Vehicles:** Use of the Airport by ultralight or motor-less aircraft or vehicles shall be subject to prior approval by the Airport Director and shall be in accordance with FAR PART 103 and any other rules set by the Airport Director. Operators must be familiar with traffic pattern procedures and maintain radio contact with the airport on the Unicom frequency.

**Running Aircraft Engines:** On aircraft not equipped with adequate brakes, the engine shall not be started unless the wheels have been set with blocks or aircraft chocks, or attached to ropes or other suitable means for securing them.

No airplane will be propped, started or left running without qualified personnel at the controls.

No engine shall be started or run inside any building or hangar.

**Safeguard of Persons and Property:** The Airport Director or his/her designated representative shall at all times have authority to take necessary legal actions to safeguard any person, aircraft, equipment or property at the Airport.

**Special Procedures:** The Airport Director may, in the interest of safety or for special events, designate special traffic procedures for certain operations, such as air shows, lighter than air operations, banner towing, ultralights, etc. Prior approval from the Airport Director shall be required.

**Surreptitious Activities:** Any person observing suspicious, unauthorized or criminal activities shall report such activities immediately to the Airport Administration or Police.

**Take-offs on Apron, etc.:** No take-offs or landings shall be made on the apron, parking ramp or taxiways except by special permission of the Airport Director. Helicopters may depart from the parking apron with permission from the Airport Director or airport staff.

**Taxiing Aircraft:** No person shall taxi an aircraft until he/she has ascertained that there will be no danger of collision with any person or object in the immediate area.

Aircraft shall be taxied only under the control of a pilot or taxi-certified technician at a safe speed and in a responsible manner.



**Tie-down of Aircraft:** All aircraft, not hangered, shall be tied down or otherwise secured at night and during inclement weather. Aircraft owners and their agents are responsible for the tie-down or security of their aircraft.

**Unauthorized Signs and Equipment:** No signs or non-aeronautical equipment or portable buildings/house trailers may be erected, moved in or installed on the Airport property except as may be specifically authorized by the Airport Director, in accordance with the City of Conway Sign Ordinance.

**Vehicle Operations - Air Operations Area - (AOA):** No person shall operate any vehicle in the AOA unless such person is licensed to operate such vehicle on the public highways of this State, or unless such vehicle is licensed for operation on such highways or is specially authorized for operation on Airport property only.

No person shall operate any vehicle on any part of the movement area without first receiving training, and obtaining permission from the Airport Director or his/her designated representative. Upon receiving permission advising of position and intentions by use of the Common Traffic Advisory Frequency 123.05 MHz is required.

Every person operating a vehicle in the AOA shall obey the lawful order, signal or direction, by voice, hand or otherwise, of the Airport Director or of any Airport staff member, Fire Fighting staff member or law enforcement officer.

No person shall operate any vehicle in the AOA unless authorized to do so by the Airport Director or his/her designated representative.

No person shall operate any vehicle on the airport premises in a negligent manner, or while the operator is under the influence of intoxicating beverages, narcotics or any substance which could adversely affect the full and rational exercise of a driver's mental or physical faculties, or when the vehicle is in an unsafe condition or equipped or loaded so as to endanger persons or property, or in a manner unsafe for existing conditions.

No person shall operate any vehicle on the runway, taxiway or movement area unless such vehicle is equipped with a two-way radio in operating condition unless authorized by the Airport Director.

All aircraft, motor vehicles and ground equipment while inside the AOA must be adequately lighted or marked with suitable reflectors during the hours of darkness or periods of reduced visibility during the daylight hours. Reduced visibility is defined as any ground visibility less than 500 feet.

All ground self-propelled vehicles, except responding emergency equipment, shall yield the right-of-way to any aircraft in motion. All aircraft shall hold their positions during an emergency unless otherwise directed by airport staff.

Pedestrians and aircraft shall at all times have right-of way over vehicular traffic. All vehicles shall pass to the rear of taxiing aircraft.

No person shall operate, park or stop any vehicle in any aircraft parking area, landing areas, ramp or taxiway except as authorized by airport staff.

No person shall operate or park any ground vehicle in any area that is not designated by signs or markings.

No person shall operate any vehicle at speeds greater than fifteen (15) miles per hour upon any area of the AOA with the exception of the movement area. Emergency vehicles while responding/training and official Airport vehicles being used in the performance of official duties are excluded from this section when necessary to accomplish an emergency or official mission.

**Wrecked/Damaged/Disabled Aircraft:** The owner of any aircraft damaged as a result of an accident shall be responsible for the prompt removal of the aircraft from the airport premises following release by the FAA or the National Transportation Safety Board. No aircraft in a non-airworthy condition so disabled as to give the appearance of a wrecked plane, or otherwise so damaged as to be unsightly, shall at any time be parked or tied down out of doors in public view, except with specific authorization by the Airport Director.

**Damage to Airport:** Any entity, and/or the owner of any aircraft or vehicle causing damage of any kind to the Airport or airport facilities shall be liable to the Airport.

#### **SECTION 4: PENALTIES**

**Penalty for Violation:** Any person operating or handling an aircraft in violation of these minimum standards or refusing to comply herewith may be asked to leave the Airport, or may be denied use of the Airport by the Airport Director. When extreme circumstances or conditions exist, a violator may be deprived of the further use of the Airport and its facilities for such period of time as may be necessary for the protection of life and property.

Anyone in violation of these minimum standards shall be subject to all applicable laws of the City of Conway and punishable by fine. These standards shall be in addition to any other applicable federal, state, or local laws or regulations in effect. Prosecution for an offense under these minimum standards shall not prevent the use of other enforcement remedies or procedures, including administrative measures.

If any provision of these minimum standards is held insufficient as the basis of criminal prosecution as provided herein, these standards shall nevertheless be grounds for revocation or suspension of any license, permit or privilege issued under these minimum standards.

For any violation hereof, a law enforcement officer or other appropriate enforcement official may require the person cited to sign a written or printed notice to appear in court. If the person cited signs such notice, the officer or other appropriate official may permit the person to proceed without further detaining him/her at that time. Signing the notice shall not be an admission of guilt.

Refusal of the person cited to sign the notice, or failure to appear in court as required, shall be grounds for suspending a license/permit or other privileges at the Airport.

Nothing in this article shall prevent the issuance of a warrant of arrest on the same charge, and trial and conviction thereon as in other cases.

In any case in which the Federal Aviation Administration (FAA), the Environmental Protection Agency (EPA), the Arkansas Department of Aeronautics, the Arkansas Department of Environmental Quality (ADEQ) or any other governing federal, state, or local agency assesses a civil penalty against the Airport for any applicable violation, the individual or entity, or his, her, or its employee, agent, or contractor whose act or failure to act caused the violation resulting in the penalty, shall reimburse the City of Conway for the full amount of the penalty, together with all other costs incurred, including without limitation legal fees and court costs. This shall be in addition to any other penalty or damage caused by the person or entity whose act or failure to act causes a violation.

**Termination of Permits/Leases/Contracts:** Any person or entity who continues to violate these minimum standards shall forfeit his, her, or its rights to the use of the facilities. Issuance of two or more citations or warnings for violations in a 12 month period will be deemed as a basis for conducting a review of the operator/tenant/contractor by the City of Conway. Findings made based on this review shall be considered binding and cause for termination of the permit/lease/contract. Appeals to action taken by the Airport Director should be made to the Airport Advisory Committee within thirty days to request a hearing review.

**Saving Clause:** Should any part of these minimum standards be deemed invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#### **SECTION 5: APPLICATIONS**

Any person or business entity desiring to enter into any form of activity of any nature upon the premises of the Conway Regional Airport shall first obtain permission from the Airport Director. Each application shall be made in writing and submitted to the Airport Director, setting forth in detail the nature of the proposed activity, including but not limited to the names and addresses of the owners, the proposed activity, the number of employees, the amount of space or land required, and the qualifications of the person or persons performing the proposed activity.

## **SECTION 6: NOTICE**

Upon the filing of such an application with the Airport Director, and provided it meets the requirements set forth in Section 5, it shall be referred to the Airport Advisory Committee and Mayor with any recommendations that the Airport Director deems necessary.

Any business with similar purposes already in operation at the Airport shall be notified by first class mail, email transmission, or personal delivery, of any application which would constitute a duplication of a business currently in operation.

## **SECTION 7: LEASE/CONTRACT/PERMIT**

Upon approval of any such application as submitted or modified, the Airport Director shall issue a suitable lease/contract/permit setting forth the terms and conditions of the land/facility to be utilized or built, which lease/contract/permit shall, in every instance, be conditioned upon:

- a) Compliance with the standards required for each particular activity approved and refer to and incorporate these standards by reference;
- b) Any structure or facility to be constructed or placed upon the Airport being constructed in a manner to conform to all safety regulations of the FAA, the State of Arkansas, the City of Conway, Arkansas, and any other governmental entity having regulatory authority, and meeting the requirements of current building codes and fire regulations of the City of Conway; any construction once commenced being diligently pursued to completion in a timely manner.
- c) The right of the City Council to modify or add to the standards for application at the Airport.

## **SECTION 8: GENERAL REQUIREMENTS FOR ALL AIRPORT ACTIVITIES**

The following general requirements shall apply to all activities at the airport. Each applicant and user shall comply with the following and enter into a written agreement with the Airport Director prior to conducting the proposed activity:

- a) Demonstrate a history of management and personnel ability, or a business plan for the service to be provided;
- b) Demonstrate the financial responsibility and ability to provide the facilities or services proposed;
- c) Secure necessary certificates from the FAA or other authority when required for the activity proposed;
- d) Meet standards of all local, state and federal entities having regulatory authority over the Airport and any proposed activity;
- e) Pay any required fees, and execute any necessary lease required to build the hangar or other structures. Each entity will conduct its activities and maintain its lease area in accordance with the lease terms, these minimum standards, and any other applicable rules.
- f) Agree to indemnify and hold the City of Conway harmless from any claims of liability for personal injury, death, or property damage resulting from its operation at the Airport. Insurance in the amounts required shall be maintained by a company authorized to do business in the State of Arkansas in force at all times. The City of Conway shall be listed as an additional insured on all insurance policies.

## **SECTION 9: BASIC LEASE TERMS AND CONDITIONS**

Airport facilities are subject to being leased to aviation-related business and industry, aircraft owners and operators, and compatible businesses and industries upon such terms and conditions as established by the City of Conway, and subject to the following provisions:

- a) Modifications to airport owned facilities must be approved by the Airport Director prior to modification or installation, and upon being completed shall become the property of the City of Conway, subject to the leasehold rights in favor of the lessee, unless specifically provided for otherwise in writing.

b) Land leases providing for the construction of facilities thereon may be entered into between the City of Conway and lessees on terms whereby it is the tenant's responsibility to maintain and operate his, her, or its facility, including without limitation the structure and associated systems.

c) Ownership of leasehold facilities constructed on airport property will revert to the City of Conway at the end of the lease term, as it may be extended. At the time of reversion, the facility will be in good, marketable condition, subject to normal wear and tear, and free of any debris.

Facilities constructed on airport property must meet all code requirements established by the City of Conway, the State of Arkansas and the FAA. A Notice of Proposed Construction or Alteration form, FAA Form 7460-1, shall be submitted to and approved by the FAA before construction commences. All users of airport facilities will keep the facilities clean and neat at all times, with any grass kept mown, shrubbery kept orderly, and trash be properly disposed of. All hangars and any other areas under lease shall be free of objects that may be a Foreign Object Damage (FOD) hazard.

## **SECTION 10: AMENDMENTS TO STANDARDS AND NOTICES**

The Airport Advisory Committee, along with the Airport Director, shall review these minimum standards for operations and activities from time to time and shall recommend such revisions or amendments as shall be deemed necessary to the city council for adoption. These minimum standards are established in order to protect the health and safety of the public and the interest of the City of Conway.

### **INSURANCE REQUIREMENTS**

#### **INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE FOR AIRPORT PREMISES:**

Liability insurance coverage to protect against bodily injury, mental anguish, personal injury and damage to the property of others resulting from the ownership, maintenance or use of airport premises shall be required, and shall reflect the City of Conway as an additional insured. This coverage shall include but not be limited to the use of mobile equipment owned, leased or borrowed while on the airport premises. Mobile equipment shall refer to a land vehicle (including machinery and/or apparatus attached to it), whether or not self-propelled, used for the maintenance or handling of aircraft on the airport premises.

#### **INSURANCE COVERAGE AND LIMITS PROVIDED FOR THE USE OF AIRCRAFT ON AND AROUND THE AIRPORT PREMISES:**

##### **General Aviation**

A lessee shall maintain uninterrupted insurance coverage during the lease term and any subsequent renewal terms, insuring against public liability and property damage claims in comprehensive form.

The lessee shall maintain such coverage and limits as may be required by the City of Conway, adjusted in coverage amounts and form 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 company licensed to do business in the State of Arkansas.



# MEMO

**TO:** Mayor Bart Castleberry  
**CC:** City Council Members  
**FROM:** Missy Schrag  
**DATE:** September 14, 2020  
**SUBJECT:** Certified Liens – Code Enforcement

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. 26 Brierwood Cir | \$211.78 |
| 2. 2411 Parkwood    | \$265.44 |
| 3. 255 Garland St   | \$265.44 |

Please advise if you have any questions.

Thank you for your consideration.



City of Conway, Arkansas  
Resolution No. R-20-\_\_\_

**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 26 Brierwood Cir. 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 \$211.78 (\$165.25 + Penalty \$16.53 + 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 **September 22, 2020** 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 22<sup>nd</sup> day of September 2020.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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

**City of Conway**  
Code Enforcement  
1111 Main St.  
Conway, Arkansas 72032



*Missy Schrag*  
Phone: 501-450-6191  
Fax: 501-450-6144

## CODE ENFORCEMENT REPORT

To: Mayor Bart Castleberry  
CC: City Council Members

Re: Violation # 20-10275  
Address of Violation: 26 Brierwood Cir.

- 
- August 6, 2020 – a Violation was written for grass; rubbish/trash and left on the premises by Kim Beard.
  - Property Owner is listed as Elizabeth Jackson.
  - Property was re-inspected on 8/13/2020 with little progress made.
  - Final Cleanup completed on 8/17/2020.
  - Certified and regular letters were sent including date, time & place of the City Council meeting.

Code Enforcement Officer: Kim Beard

Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 17, 2020

1111 Main St.  
Conway, AR 72032  
Phone: 501-450-6191  
Fax 501-450-6144  
missy.schrag@conwayarkansas.gov

TO

JACKSON BETH  
3820 LEGACY VILLAGE DR  
BENTON, AR 72015

Description: Mowing/Clean-up/Admin Fees  
associated with the nuisance abatement at  
26 Brierwood Cir. Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-09038-000		September 21, 2020

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
	DEBRIS REMOVAL by Matt Skelton Construction, Inc.	25.00	25.00
	GRASS CUT	90.00	90.00
1	Administrative Fee (Code Enforcement)	20.49	20.49
1	Administrative Fee (Code Officer)	17.46	17.46
2	Regular Letter	.55	1.10
2	Certified Letter	5.60	11.20

TOTAL \$165.25

- Total amount due after September 21, 2020 includes collection penalty & filing fees

TOTAL  
WITH PENALTY &  
FILING FEES \$211.78

Make all checks payable to City of Conway Code Enforcement @ 1111 Main Street Conway Arkansas 72032



**City of Conway**  
**Code Enforcement**

1111 Main St.  
Conway, Arkansas 72032  
[www.conwayarkansas.gov](http://www.conwayarkansas.gov)



*Missy Schrag*  
Conway Permits & Code Enforcement  
Phone 501-450-6191  
Fax 501-450-6144

August 12, 2020

JACKSON BETH  
3820 LEGACY VILLAGE DR  
BENTON, AR 72015

Parcel # 710-09038-000

**RE: Nuisance Abatement at 26 Brierwood Cir. Conway AR**  
**Cost of Clean-Up, Amount Due: \$165.25**

To whom it may concern:

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 **September 22, 2020 Meeting**, 6:30 p.m. located at 1111 Main 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 **1111 Main Street Conway Arkansas 72032** with the **attention** to **Missy Schrag**. If you have any questions, please feel free to call me at 501-450-6191.

Respectfully,

Missy Schrag



City of Conway, Arkansas  
Resolution No. R-20-\_\_\_

**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 2411 Parkwood 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 \$265.44 (\$214.04 + Penalty \$21.40 + 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 **September 22, 2020** 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 2<sup>nd</sup> day of September 2020.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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

**City of Conway**  
Code Enforcement  
1111 Main St.  
Conway, Arkansas 72032



*Missy Schrag*  
Phone: 501-450-6191  
Fax: 501-450-6144

## CODE ENFORCEMENT REPORT

To: Mayor Bart Castleberry  
CC: City Council Members

Re: Violation # 20-1060  
Address of Violation: 2411 Parkwood

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- July 16, 2020 – a Violation was written for grass and left on the premises by Kim Beard.
- Property Owner is listed as Vera Doucette.
- Property was re-inspected on 7/28/2020 with no progress made.
- Certified and regular letters were mailed 7/29/2020 to address on file and a notice was left by post office.
- Property was rechecked on 8/5/2020 with no progress made and City cleanup was requested.
- Final Cleanup completed on 8/6/2020.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

Code Enforcement Officer: Kim Beard

Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Conway**  
**Code Enforcement**

1111 Main St.  
Conway, Arkansas 72032  
[www.conwayarkansas.gov](http://www.conwayarkansas.gov)



*Missy Schrag*  
Conway Permits & Code Enforcement  
Phone 501-450-6191  
Fax 501-450-6144

August 12, 2020

DOUCETTE, VERA D  
PO BOX 852  
CONWAY AR 72033-0852

Parcel # 710-07687-000

**RE: Nuisance Abatement at 2411 Parkwood. Conway AR**  
**Cost of Clean-Up, Amount Due: \$214.04**

To whom it may concern:

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 **September 22, 2020 Meeting**, 6:30 p.m. located at 1111 Main 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 **1111 Main Street Conway Arkansas 72032** with the **attention** to **Missy Schrag**. If you have any questions, please feel free to call me at 501-450-6191.

Respectfully,

Missy Schrag

# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 17, 2020

1111 Main St.  
Conway, AR 72032  
Phone: 501-450-6191  
Fax 501-450-6144  
missy.schrag@conwayarkansas.gov

TO

DOUCETTE, VERA D  
PO BOX 852  
CONWAY AR 72033-0852

Description: Mowing/Clean-up/Admin Fees  
associated with the nuisance abatement at  
2411 Parkwood. Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-07687-000		September 15, 2020

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
	DEBRIS REMOVAL by Matt Skelton Construction, Inc.	90.00	90.00
	Debris Removal	52.25	52.25
	Sanitation Ticket #725975	32.74	32.74
1	Administrative Fee (Code Enforcement)	20.49	20.49
1	Administrative Fee (Code Officer)	17.46	17.46
2	Regular Letter	.55	1.10
2	Certified Letter	5.60	11.20
TOTAL			\$214.04
TOTAL WITH PENALTY & FILING FEES			\$265.44

- Total amount due after September 15, 2020 includes collection penalty & filing fees

Make all checks payable to City of Conway Code Enforcement @ 1111 Main Street Conway Arkansas 72032



City of Conway, Arkansas  
Resolution No. R-20-\_\_\_\_\_

**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 255 Garland St. 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 \$265.44 (\$214.04 + Penalty \$21.40 + 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 **September 22, 2020** 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 22<sup>nd</sup> day of September 2020.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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

**City of Conway**  
Code Enforcement  
1111 Main St.  
Conway, Arkansas 72032



*Missy Schrag*  
Phone: 501-450-6191  
Fax: 501-450-6144

## CODE ENFORCEMENT REPORT

To: Mayor Bart Castleberry  
CC: City Council Members

Re: Violation # 20-1110  
Address of Violation: 255 Garland

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- June 30, 2020 – a Violation was written for grass; rubbish/trash and left on the premises by Mike Cullum.
- Property Owner is listed as Jaime Bolanos.
- Property was re-inspected on 7/8/2020 with no progress made.
- Certified and regular letters were mailed 7/9/2020 to address on file and a notice was left by post office.
- Property was rechecked on 7/16/2020 with no progress made and City cleanup was requested.
- Final Cleanup completed on 7/20/2020.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

Code Enforcement Officer: Mike Cullum

Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Conway**  
**Code Enforcement**

1111 Main St.  
Conway, Arkansas 72032  
[www.conwayarkansas.gov](http://www.conwayarkansas.gov)



*Missy Schrag*  
Conway Permits & Code Enforcement  
Phone 501-450-6191  
Fax 501-450-6144

August 12, 2020

BOLANOS JAIME V  
47 DAM RD  
MAYFLOWER, AR 72106

Parcel # 710-02754-000

**RE: Nuisance Abatement at 255 Garland St. Conway AR**  
**Cost of Clean-Up, Amount Due: \$214.04**

To whom it may concern:

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 **September 22, 2020 Meeting**, 6:30 p.m. located at 1111 Main 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 **1111 Main Street Conway Arkansas 72032** with the **attention** to **Missy Schrag**. If you have any questions, please feel free to call me at 501-450-6191.

Respectfully,

Missy Schrag



# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 17, 2020

1111 Main St.  
Conway, AR 72032  
Phone: 501-450-6191  
Fax 501-450-6144  
missy.schrag@conwayarkansas.gov

TO

BOLANOS JAIME V  
47 DAM RD  
MAYFLOWER, AR 72106

Description: Mowing/Clean-up/Admin Fees  
associated with the nuisance abatement at  
255 Garland St. Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Mike Cullum	710-02754-000		September 15, 2020

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
	DEBRIS REMOVAL by Matt Skelton Construction, Inc.	52.25	52.25
	GRASS CUT-Bush Hog Lot	90.00	90.00
	Sanitation Ticket #723661	32.74	32.74
1	Administrative Fee (Code Enforcement)	20.49	20.49
1	Administrative Fee (Code Officer)	17.46	17.46
2	Regular Letter	.55	1.10
2	Certified Letter	5.60	11.20

TOTAL \$214.04

- Total amount due after September 15, 2020 includes collection penalty & filing fees

TOTAL  
WITH PENALTY &  
FILING FEES \$265.44

Make all checks payable to City of Conway Code Enforcement @ 1111 Main Street Conway Arkansas 72032



CITY OF CONWAY | 1111 Main Street  
Planning and Development | Conway, AR 72032  
T 501.450.6105  
F 501.450.6144  
www.conwayarkansas.gov

## MEMO

To: Mayor Bart Castleberry  
cc: City Council Members

From: Rhiannon Botsford Barber, 2020 Tree Board Chairman  
Date: September 22, 2020

Re: Nominations for Conway Tree Board

---

The Conway Tree Board has had 3 vacancies as of August 8, 2020 and so advertised during the month of August. 3 eligible nominations were received. Two of these vacancies were termed out and have not been replaced since their seats became available. The final vacancy was a resignation of the Professional Horticulturist Member in the month of August 2020.

The Tree Board asks that you approve Kelly Steed to fill the vacant Professional Horticulturist Member position, left by Bonnie Stidham, with her term ending December 31, 2022.

The Tree Board asks that you approve Catherine Arnold to fill the vacant Member at Large position, left by Tony Togni, with her term ending December 31, 2021.

The Tree Board asks that you approve Treci Buchanan to fill the vacant Member at Large position, left by William Meriwether, with her term ending December 31, 2021.

Please advise if you have any questions.



*City of Conway*  
*www.cityofconway.org*  
*Board/Commission Nomination Form:*

*Date:* 8/10/2020

*Board applying for: (One board per form)*

City of Conway Tree Board

*(If you are applying for more than one board, you will only need to fill out the second page once.)*

*Person Nominated:* Catherine Arnold

*Address:* 3 Cherokee Circle *City, State, Zip* Conway, AR 72034

*Phone/Home:* 501-733-5314 *Work:* \_\_\_\_\_

*Person making nomination:* Natalie Arnold

*Address:* 2605 Robinson Ave Conway, AR 72034

*Phone/Home:* 501-472-0558 *Work:* \_\_\_\_\_

*Please send to: Michael O. Garrett*

*City Clerk/Treasurer*  
*1201 Oak Street*  
*Conway, AR 72032*  
*(501) 450-6100*  
*(501) 450-6145 (f)*  
[cityclerk@cityofconway.org](mailto:cityclerk@cityofconway.org)  
[felicia.rogers@cityofconway.org](mailto:felicia.rogers@cityofconway.org)

*Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.*

Catherine is currently a member of her employers site activities committee and has participated in several charity events in Central Arkansas. She has helped with countless events throughout the community like Pine Street Backpack, United Way's Stuff the Bus, United Way's Turkey Trot, Downtown/Toad Suck Daze, Soul Food Cafe, Ronald McDonald and several other local events.

*Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.*

Catherine will bring knowledge of events and nonprofit organizations to the Tree Board, like fundraising events, volunteers and awareness throughout the City. Catherine has several ideas that I believe would be beneficial to the City Tree Board in regards to fundraising which could result in more tree board projects throughout the City.

*What contributions do you hope to make?*

Not only would Catherine's knowledge of planting and love for all outdoor plants and trees would make her a great asset to the City Tree Board but she already has several creative ideas for community involvement, fundraising, and events that would be beneficial for the City Tree Board and the City of Conway.

*Please feel free to attach to this application any additional information.*

*The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:*

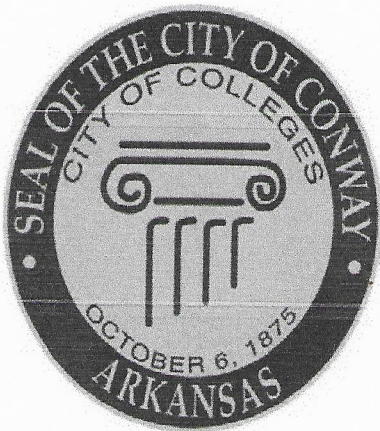
Age: 33 Sex: F Race: W

Occupation: Associate Account Executive at Insight Ward

Email Address: Catherine.Arnold@insight.com

Natalia Arnold  
Signature of Applicant or Nominator

9/10/2020  
Date



RECEIVED  
9-8-2020

City of Conway  
www.conwayarkansas.org  
Board/Commission Nomination Form:

Date: 9-2-2020

Board applying for: (One board per form)

Conway Tree Board

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: Kelley Steed

Address: 29 Rolling Hills Dr City, State, Zip Conway, AR 72032

Phone/Home: 501 568 4645 Work: 501 328 5400

Person making nomination: Kelley Steed

Address: \_\_\_\_\_

Phone/Home: \_\_\_\_\_ Work: \_\_\_\_\_

Please send to: Office of the Mayor / Office of City Clerk/Treasurer

1111 Main Street  
Conway, AR 72032  
(501) 450-6100  
(501) 450-6145 (f)  
[felicia.rogers@conwayarkansas.gov](mailto:felicia.rogers@conwayarkansas.gov)  
[denise.hurd@conwayarkansas.gov](mailto:denise.hurd@conwayarkansas.gov)

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

Please see attached resume for additional service. Currently Master Gardeners Class, ADEC - Student and New Professionals Co-Chair working toward an Online Curtain Club in Conway, Ar.

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

I would like to participate so as to advocate for the maintaining of the lovely natural beauty of the area as Conway continues to grow.

What contributions do you hope to make?

Public speaking, organization and a love of the natural beauty conveyed as well as encouraging greater support for its protection and promotion in the community

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community.

To assist in these endeavors; please provide the following information on a voluntary basis:

Age: 56 Sex: F Race: W

Occupation: Social Worker Ward 2

Email Address: Kellysted@gmail.com

Kelly Steed  
Signature of Applicant or Nominator

9-2-2020  
Date



*City of Conway  
www.conwayarkansas.org  
Board/Commission Nomination Form:*

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

*Board applying for: (One board per form)*

\_\_\_\_\_

*(If you are applying for more than one board, you will only need to fill out the second page once.)*

*Person Nominated:* \_\_\_\_\_

*Address:* \_\_\_\_\_ *City, State, Zip* \_\_\_\_\_

*Phone/Home:* \_\_\_\_\_ *Work:* \_\_\_\_\_

*Person making nomination:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*Phone/Home:* \_\_\_\_\_ *Work:* \_\_\_\_\_

*Please send to: Office of the Mayor / Office of City Clerk/Treasurer*

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*Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.*

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*What contributions do you hope to make?*

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*Please feel free to attach to this application any additional information.*

*The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:*

*Age:* \_\_\_\_\_ *Sex:* \_\_\_\_\_ *Race:* \_\_\_\_\_

*Occupation:* \_\_\_\_\_ *Ward* \_\_\_\_\_

*Email Address:* \_\_\_\_\_

\_\_\_\_\_  
*Treci C Buchanan*  
*Signature of Applicant or Nominator*

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





**City of Conway, Arkansas  
Resolution No. R-20-\_\_**

**A RESOLUTION ACCEPTING REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ON-CALL SERVICES FOR THE CITY OF CONWAY TRANSPORTATION DEPARTMENT; AND FOR OTHER PURPOSES:**

**Whereas**, the City of Conway accepted statements of qualifications and performance data from prospective consulting firms to provide engineering and support services for public projects; and

**Whereas**, the City of Conway Transportation Department has projects that require special expertise, such as surveying, structural engineering, and hydraulic modeling; and

**Whereas**, the Transportation Department requests approval of Garver for structural engineering, FTN for Hydraulic and Hydrologic modeling, Kimley-Horn for traffic modeling, and Crafton Tull for surveying.

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

**Section 1.** The City of Conway shall accept Request for Qualifications and allow the City to enter into on-call agreements with: Garver, Crafton Tull, Kimley-Horn, and FTN.

**Section 2.** This Resolution shall be in full force and effect from and after its passage and approval.

**PASSED** this 22<sup>nd</sup> day of September 2020.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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



**City of Conway, Arkansas  
Ordinance No. O-20-\_\_**

**AN ORDINANCE WAIVING THE COMPETITIVE BID PROCESS FOR THE PURCHASE & REPAIR OF TRAFFIC SIGNAL PRODUCTS FOR THE CONWAY TRANSPORTATION DEPARTMENT; AND FOR OTHER PURPOSES**

**WHEREAS**, the traffic signal industry is highly specialized and limited in available products are controlled by regional vendors; and

**WHEREAS**, Temple Inc. is the only available source for Siemens traffic control products and traffic camera products as well as other specialized products; and

**WHEREAS**, Consolidated Traffic Controls, Inc. is the only available source for the repair and purchase of RTC Manufacturing school zone flashers as well as other specialized products..

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

**Section 1.** The City of Conway shall waive the requirement for obtaining competitive bids and shall accept and allow the City to enter into agreements with Temple Inc., Consolidated Traffic Controls Inc., and RTC Manufacturing Inc. as the vendors for traffic signal and specialized equipment purchase or repair for the Conway Transportation Department.

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

**PASSED** this 22<sup>nd</sup> day of September, 2020.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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



## MEMORANDUM OF AGREEMENT

### City of Conway, Arkansas

Position: Bicycle & Pedestrian Coordinator  
 Department: Parks & Recreation Department  
 Start Date: October 1, 2020

This agreement is for contracted services for services related to but not limited to cycling, shared roads, & trail system for the City of Conway. This agreement is entered into this **1<sup>st</sup> day of October, 2020**, between the City of Conway, Arkansas and Terry Coddington. This agreement shall become effective on the above date and shall continue in effect thereafter until terminated as provided herein.

**PURPOSE:** The purpose of this agreement is to establish a Bicycle and Pedestrian Coordinator for the City of Conway. The City of Conway requires a coordinator to create and manage cycling infrastructure in the City which may include shared roads, trails, and multi-user soft surface trail systems. These systems will enrich quality of life experiences for residents and visitors. By creating and managing a comprehensive cycling plan, The Bicycle and Pedestrian Coordinator will work with the various Boards and other projects directed for cycling in Conway. They will have knowledge of trends in the bicycling industry. In return, the City of Conway agrees to pay and annual appropriation for the programs delivered.

- I. This agreement shall remain in effect through December 31, 2021, unless terminated by either party with 60-day written notice.
- II. Bicycle & Pedestrian Coordinator agrees to provide the above stated duties in the areas of cycling, bicycle, trails, & pedestrian areas.
- III. City of Conway agrees to:
  - Pay an assessment of \$25,000.00.
  - Pay the agreed upon amount in equal monthly installments.
- IV. Principle Duties and Responsibilities are as follows:
  - Evolve Bike Conway into a brand that promotes cycling in and around the community.
  - Assist in recruiting cycling events to the city
  - Ability to plan, organize and execute events as directed
  - Serves as primary representative by attending and participating in industry related sports events, tradeshow and promotional events; conducts sales presentations to generate leads and definite room night business to the destination
  - Order and maintain inventory of equipment and materials needed for completion of job duties
  - Continuously review, processes and procedures to refine and improve
  - Track progress and report on progress of goals
  - Provide customer service support for prospective
  - Assistance with the design and documentation of routes for our city taking into consideration all facets of cycling, sport, commuter, enthusiast on road and multi-user systems.

- Work with Parks and Recreation Staff to coordinate cycling events that are hosted by the city. This includes, but is not limited to scheduling, marketing, registering, managing and evaluation of a series of Conway based cycling events that appeal to residents and tourists.
  - Serve as subject matter expert for cycling for all genre (road/commute/enthusiast/trail and mountain bike)
  - Work with partner organizations such as Bicycle Pedestrian Board (BPAB) and Conway Advocates for Bicycling (CAB), Conway Public Schools, NICA and others to promote Conway's cycling opportunities.
  - Coordinate with trail users to relay any necessary maintenance issues / improvements to trails.
  - Other projects assigned related to cycling, shared roads, and trail systems.
- V. **Obligations of the City.** The City will provide site access to property necessary for performance of Coordinator work and provide Coordinator with any previous studies, reports, data, budget constraints, special City requirements, or other pertinent information when necessitated by a project. The Bicycle and Pedestrian Coordinator is entitled to use all information and services provided by the City or the City's representatives (Coordinator is required to verify City-provided information).
- VI. **Ownership of Documentation.** Upon Coordinator's completion of services, they shall provide to City final drawings and documents produced under this Agreement, if any. These drawings and documents may be used by City for the purpose of constructing, operating and maintaining any improvements as a result of this Agreement.
- VII. **Indemnification.** Coordinator shall indemnify City and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, which arise by reason of death or injury to property or persons caused by the negligent act or omission or willful misconduct of Coordinator, subcontractors, or others retained for work by Coordinator under this Agreement. The Coordinator is to have no liability or responsibility to City for any claim(s) or loss(es) of any nature, except as set forth in this Agreement.
- VIII. **Signatories.** The City of Conway and Bicycle and Pedestrian Coordinator mutually warrant that each signatory has full authority to execute this Agreement and bind the entity so represented. The Parties agree to all Provisions provided in this authorization.

Accepted for **Bicycle & Pedestrian Coordinator**

Accepted for **City of Conway:**

By:

By:

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date