

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Aldermen

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Mark Vaughn

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Jack Bell

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones, Jr.

Ward 4 Position 2 – Shelia Whitmore

**CITY OF CONWAY**

**5:30pm – Committee Meeting:**

**Street Projects**

6:30pm -- Council Meeting

Courtroom in District Court Building

810 Parkway, Conway, AR 72034

February 27<sup>th</sup>, 2007

**1. Call to Order**

**2. Roll Call**

**3. Minutes:** *February 13<sup>th</sup>, 2007*

**4. Recognition of Guests:** *Employee Service Awards*

**5. Public Hearings:**

**A. Public hearing to discuss closing the utility easement for Daniel Subdivision**

1. Ordinance to close the utility easement located across Lot 2 and extending on to Lot 3 in Daniel Subdivision.

**B. Public hearing to discuss the proposed agreement between the City of Conway and the Conway Gun Club.**

1. Consideration of entering into an agreement to lease Blaney Hill landfill to the Conway Gun Club.

**6. Report of Standing Committees:**

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

1. Resolution to set a date to discuss closing a partial easement along the west property line of Lot # 11 of the Green Gables Subdivision (325 Hannah Drive).
2. Consideration to amend the previously approved PUD for Crossings on the Green submitted by Raush Coleman.

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

1. Consideration to accept bids for a rubber tire backhoe, roll up curtains for the McGee Center, & refinishing wood floors on the basketball courts & racquetball courts for the Conway Parks Department.
2. Ordinance appropriating funds impact fee revenue for the installation of electric roll-up curtains at the McGee Center.

**7. Old Business**

**8. New Business**

- A. Consideration to move the March 13<sup>th</sup>, 2007 City Council meeting to an alternative date.

**Adjournment**

# Committee Meeting

**CITY OF CONWAY  
STREET DEPARTMENT  
2007 EXISTING AND PROPOSED STREET PROJECTS  
February 21, 2007**

**ESTIMATED STREET FUND BALANCE @ END 2006**

**\$ 2,000,000**

	ORIGINAL AMOUNT	CURRENT ESTIMATE	
<b>A APPROVED &amp; FUNDED PROJECTS FROM PRIOR YEARS:</b>			
1 Poplar Street - Outfall Ditch Weems to Duncan (city forces)	\$ 10,447	\$ 5,000	
2 College - Salem Int. Add W.B. Rt Turn on College @ Salem (city forces)	\$ 35,000	\$ 50,000	
3 Country Club Ln. - Stermer to Dave Ward (city forces)	\$ 70,000	\$ 87,500	
4 Front Street Overlay (Completed in 07)	\$ 35,000	\$ 44,000	
5 Golden Meadows Creek Channelization	\$ 75,000	\$ 75,000	
6 Summerbrook Outfall Drainage Channel	\$ 24,000	\$ 26,000	
7 Richland Hills Dr. Paving - Hilton to Richland Hills Dr.	\$ 27,000	\$ 35,900	
8 Richland Hills Dr. New Culvert Under Richland Hills Dr.	\$ 15,000	\$ 15,000	
9 Street Department Building Addition	\$ 100,000	\$ 100,000	
10 Software for Traffic Signal Master Controller Software	<u>\$ 100,000</u>	<u>\$ 100,000</u>	
<b>TOTAL CARRIED OVER STREET CONSTRUCTION PROJECTS</b>	<b>\$ 491,447</b>	<b>\$ 538,400</b>	
<b>B CARTS FUNDED PROJECTS (City's 20% - Federal 80% Match):</b>			
1 Museum Road - Seibenmorgen to Curtis Walker Park -20% Match (\$640,000)		\$ 128,000	
2 Western Loop Engineering Study - 20% Match		\$ 10,000	
3 Salem Road Railroad Overpass (2010+) (\$3,800,000)		\$ -	
4 Harkrider Improvements thru Hendrix College - 20% Match (\$4,700,000)		<u>\$ 500,000</u>	
<b>TOTAL CARRIED OVER CARTS PROJECTS</b>		<b><u>\$ 638,000</u></b>	
<b>TOTAL CARRIED OVER PROJECTS ALREADY INCLUDED IN BUDGET</b>			<b><u>\$ 1,176,400</u></b>
<b>ESTIMATED STREET FUND BALANCE PRIOR TO 2007 REVENUE OR EXPENSES</b>			<b><u>\$ 823,600</u></b>

**C STREET AND DRAINAGE PROJECTS APPROVED BY CITY COUNCIL  
BUT NOT FUNDED FROM STREET FUND:**

1 MAYOR LANE (EAST INDUSTRIAL PARK ACCESS ROAD-ADED GRANT)	\$ 612,584
2 FAVRE LANE - ELLEN SMITH TO SALEM -24' ASPHALT W/ DITCH (IMPACT FEE)	\$ 750,000
3 TYLER ST. - EVE LN TO WILLOW RUN SUB. - 36' CURBED TO FILL IN GAPS (IMPACT FEE)	\$ 550,000
4 MEADOWS TECHNOLOGY PARK - STREETS & DRAINAGE - (IND. DEVELOPMENT. BONDS)	\$ 2,400,000
5 GUY MURPHY INDUSTRIAL PARK STREETS AND DRAINAGE - (IND. DEVELOPMENT BONDS)	\$ 588,000
6 STREETScape ALONG OAK ST. - FRONT TO CHESTNUT	<u>\$ 195,000</u>
	<u>\$ 5,095,584</u>

**D 2007 STREET FUND BUDGET**

ESTIMATED STREET FUND REVENUE FOR 2007	State Fuel Tax Turn Back	\$ 2,500,000	
	Property Tax ( 50% 3 mil co. road tax)	\$ 957,488	
	Sales Tax (St. Fund Share of Salary Tax)	\$ 200,000	
	Conway Corp Franchise Fee	\$ 140,000	
	Misc. (Interest, signs & other)	<u>\$ 27,400</u>	
<b>TOTAL ESTIMATED REVENUE FOR 2007</b>			<b>\$ 3,824,888</b>
1 BUDGETED PERSONAL SERVICES COST		\$ 1,738,790	
2 BUDGETED OPERATING COST (Patching & Construction Material, Fuel, Equip. maint., Etc)		\$ 959,956	
3 PROFESSIONAL SERVICES		\$ 25,000	
4 TRAFFIC SIGNAL MAINTENANCE		\$ 85,000	
5 TRAFFIC SIGNAL CAPITAL COST - Truck, Flashing Lt., Coord Plan, video sensor		\$ 266,100	
6 BUILDING ADDITION (100,000 from 06)		\$ 50,000	
7 EQUIPMENT - (Dozer, Dump Truck & Pickup)		\$ 160,000	
8 SOFTWARE (Primarily for new traffic signal control program) (\$100,000 from 2006)		\$ 60,000	
9 ALLOWANCE FOR STREET OVERLAYS & STREET RECONSTRUCTION		\$ 480,042	
<b>TOTAL SALARIES AND USUAL OPERATING COST</b>			<b>\$ 3,824,888</b>

**E POSSIBLE STREET OVERLAYS for CONSIDERATION**

STREET	LIMITS of OVERLAY	EST. COST
1 LOWER RIDGE RD	Victory to City Limits	\$ 26,000
2 SOUTH SALEM	Nutter Chapel to York Lane	\$ 56,000
3 CENTENNIAL CLUB	Tyler thru Driving Range Area	\$ 18,000
4 TJ	Gertrude to Oak Meadows	\$ 27,000
5 SHERMAN OAKS	(South of Prince & East of Country Club	\$ 33,000
6 HOGAN LN.	Tyler to U.S. 64	\$ 84,000
7 QUAIL RUN	add gravel, shape ditches & overlay	\$ 50,000
8 CROSS POINT	Nutter Chapel to Archer	\$ 20,000
9 STONECREST	Stonewood - Garden Walk Southwind	\$ 16,000
10 CROSS POINT	Stonewood - Silvercrest Southwind	\$ 16,000
12 DEERWOOD	Westgate	\$ 12,000
13 OAKLAWN	Westgate	\$ 24,000
14 ROSEWOOD	Westgate	\$ 11,000
15 BIRCHWOOD	Westgate	\$ 12,000
16 REDBUD	Westgate	\$ 12,000
17 OAKDALE	Westgate	\$ 11,000
		<b>\$ 428,000</b>

**D STREET REBUILDING & REHABILITATION PROJECTS for CONSIDERATION**

STREET	LIMITS of PROJECT	EST. COST	EST. COST
		CITY FORCES	CONTRACTOR
1 ROUNDABOUT @ Siebenmorgen - Bob Courtway - Freyaldenhoven Ln.		\$ 80,000	\$ 140,000
2 WESTERN	Prince to Weems	\$ 50,000	\$ 105,000
3 ROUNDABOUT @ Prince & Western		\$ 80,000	\$ 140,000
4 MILL POND ROAD	Bottom of Hill to Collins Dr.	\$ 120,000	\$ 200,000
5 MIDDLE ROAD	Amity to Southland	\$ 167,000	\$ 291,000
6 MIDDLE ROAD	Southland to E. German	\$ 170,000	\$ 260,000
7 STANLEY RUSS	Sturgis to Top of Hill	\$ 273,000	\$ 423,000
8 BLANEY HILL ROAD	Hwy 25 to Skinner Hill Rd.	\$ 313,120	\$ 484,400
9 GRIFFIN STREET	Bruce to McKay	\$ 50,000	\$ 110,000
10 FARRIS ROAD	Oaklawn to Bruce	\$ 222,000	\$ 454,000
11 FARRIS-BRUCE INT.	Roundabout	\$ 120,000	\$ 240,000
12 DEERBROOK	Nutter Chapel to Old Military	\$ 217,000	\$ 341,000
		<b>\$ 1,532,120</b>	<b>\$ 2,603,400</b>

**E MAJOR STREET CONSTRUCTION PROJECTS**

STREET	LIMITS of PROJECT	EST. COST
SALEM ROAD EXTENSION	<b>Meadowlake to Hwy 64 @ New Interchange</b>	\$2,600,000
MUSEUM ROAD EXTENSION	Siebenmorgen to MT. View Park (with CARTS FUNDING)	\$ 640,000
MUSEUM ROAD EXTENSION	Siebenmorgen to MT. View Park (City Funds Only) (no sw)	\$ 500,000
MUSEUM ROAD EXTENSION	<b>Mt. View Park to Lower Ridge Road (no SW - No CURB)</b>	\$ 750,000
SALEM ROAD EXTENSION	New Interchange to Blaney Hill Road	\$1,070,000
COLLEGE AVENUE WIDENING	Donaghey to Salem	\$3,100,000

**ORDINANCE NO. O-07-\_\_\_\_\_**

**ORDINANCE CLOSING THE FIFTEEN FOOT UTILITY EASEMENT RUNNING SOUTH TO NORTH ALONG THE EAST SIDE OF LOT 3 AND RUNNING EAST TO WEST THROUGH LOT 3 AND CONTINUING THROUGH LOT 2 DANIEL SUBDIVISION**

**WHEREAS**, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 6<sup>th</sup> day of February, 2007 asking the City Council to vacate and abandon a portion of the easement designated on the plat of the Daniel Subdivision, as recorded in Plat Book K Page 57 to the City of Conway.

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

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

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

Being a strip of land lying 7.5 feet either side of a line described as originating at a point 146.89 feet N01°17'59"E of the SW corner of Lot 3, Daniel Subdivision as recorded in Plat Book K, Page 57 to the Faulkner County Records; thence S88°36'47"E 153.36 feet to a point 7.5 feet West of the East line of said Lot 3; thence S01°14'27"W 143.61 feet; thence N01°14'27"E 308.60 feet to the point of termination of said centerline of an easement, said point being 113.00 feet S01°14'27"W and 7.5' N88°26'20"W of the NE corners of said Lot 3 Daniel Subdivision.

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

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

**PASSED** this 27<sup>th</sup> day of February, 2007

**Approved:**

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

**Attest:**

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

FROM

(TUE) NOV 28 2006 16:46/ST. 16:41/No. 6800000188.P 2

**Conway  
Corporation***Operators of the City-owned Electric, Electronic & Water Systems*

November 28, 2006

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

Re: Utility Easement across Lot 3 and extending on to Lot 2 of Daniel Subdivision in Conway.

Dear Mayor:

Jim Hawks, the owner of Lots 2 and 3 of Daniel Subdivision in Conway, has asked Conway Corporation to abandon a sewer main that splits these lots. Conway Corporation has no objection to abandoning said sewer main. Lots 2 and 3 will continue to have sewer available at the North end of the property. Therefore, Conway Corporation has no objections to the closure of the 15 foot utility easement running East and West approximately 270 feet South of the North property line of said lots. All other easements on the plat of Daniel Subdivision should remain as originally recorded.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

  
Greg Dell  
Manager  
Engineering & Planning

cc: Mr. Jim Hawks  
Enclosure



CenterPoint Energy  
817 North Creek Drive, Conway, AR 72032  
501-377-4791, 501-336-8372 (fax)

**Date:** 12/20/06

**Attention:**

Brandi Reynolds, Tim Tyler Surveying and Mapping,  
Conway City Planning Department,  
Honorable Tab Townsell - Mayor of Conway

**Subject:** Utility Easement Removal:  
Lot 2 & Lot 3 Daniel Subdivision, Conway, AR

CenterPoint Energy has no conflict with the removal of the utility easement in the section described as:

The 15 foot utility easement running South to North along the East side of Lot 3 and running East to West through Lot 3 and continuing through Lot 2 Daniel Subdivision, Conway, Arkansas.

See attached legal description and drawings provided by Tim Tyler Surveying and Mapping.

Sincerely,  
*David Avra*

David Avra, Marketing Consultant  
CenterPoint Energy, Conway, AR



**Lynda Palmer**  
Manager-Engineering (ROW)  
Right-of-Way & Joint Use Poles

AT&T Arkansas  
1111 West Capitol  
Room 941  
Little Rock, AR 72201

T: 501.373.5255  
F: 501.373.0229  
lynda.palmer@att.com

December 20, 2006

DeAnn Atkinson  
Tyler Surveying  
240 Hwy. 65 North  
Conway, AR 72032

Dear Ms. Atkinson:

RE: Easement closing - REVISED - Daniel S/D, Conway

Please find enclosed AT&T's concurrence in your request to the above mentioned easement vacation.

This concurrence must be recorded at the Faulkner County Courthouse in the office of the circuit clerk to be complete and legal. I would appreciate you returning a copy of the document to me at the above address for my files.

If you have any questions or comments, please call me at 501-373-5255.

Sincerely,

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

attachments





### CONCURRENCE TO VACATE A DEDICATED EASEMENT

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. AT&T Arkansas, hereby concurs in the closing of the following dedicated utility easement, to-wit:

All of a 15 foot utility easement lying adjacent to the east property line of Lot 3 Daniel Subdivision to the City of Conway, Arkansas as recorded in the Faulkner County Records Book K Page 57. And also, a 15 foot utility easement lying in the north 15 feet of the south 155 of Lot 3 Daniel Subdivision, said easement lying 7.5 feet on either side of a sewer line lying 147.5 feet north of the SE corner of Lot 3, thence running West 160 feet.

Signed and executed this 19<sup>th</sup> day of December, 2006.

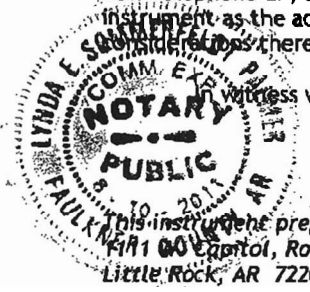
By: F. Jean Davis  
F. Jean Davis  
Director-Engineering/Construction

### CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF PULASKI

On this the 19<sup>th</sup> day of December, 2006, before me, the undersigned authority, duly commissioned and qualified in and for the state and county set forth above, personally came and appeared F. Jean Davis, who, after being duly sworn, declared that he is the Director-Engineering/Construction for Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. AT&T Arkansas, and that he executed the foregoing instrument as the act and deed of said company of his own free will and for the purposes and considerations therein expressed and with due authority.

I, \_\_\_\_\_, Notary Public in & for the County of \_\_\_\_\_, State of \_\_\_\_\_, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same was presented to me, and I, \_\_\_\_\_, witness whereof I hereunto set my hand and official seal.



This instrument prepared by AT&T  
4111 Capitol, Room 941  
Little Rock, AR 72201 (501-373-5255)

Lynda E. Sommerfeldt Palmer  
Lynda E. Sommerfeldt Palmer  
Notary Public in & for Faulkner Co., AR  
My commission expires August 10, 2011

**Lease Agreement**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Conway whose address is City Hall, 1201 Oak Street, Conway, AR 72032, hereinafter called Lessor, and Conway Gun Club, whose address is \_\_\_\_\_, hereinafter called Lessee.

**W-I-T-N-E-S-S-E-T-H**

1. **Leased Premises.** For and in consideration of the rents, covenants, and agreement herein entered into and agreed upon by the Lessee, the Lessor hereby lets, leases and demises unto Lessee, described property situated in Faulkner, County:

**LEGAL DESCRIPTION OF PROPERTY**

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This lease shall commence on the 1<sup>st</sup> day of \_\_\_\_\_, 2007 and shall extend for a period of \_\_\_\_\_ years ending at midnight on the 31<sup>st</sup> day of \_\_\_\_\_, 2017. Lessee shall have the right to extend the term hereof for an additional period of ten (10) years upon the same terms and conditions hereof, provided that such option to renew must be exercised by notice in writing to Lessor no fewer than sixty (60) days nor more than one hundred eighty (180) days prior to the expiration of the primary term hereof.
3. **Rent.** Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of one hundred and no/100 dollars (\$100.00) payable in annual installments of ten dollars (\$10.00), the first of which shall become due and payable on \_\_\_\_\_, the first day of the next succeeding year.
4. **Lessor's Lien.** A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings

provided for herein, upon all of the property of the Lessee which may at any time during the term of this lease be in, about or upon the leased premises.

5. **Repairs.** All repairs to any improvement on the premises, including but not limited to outbuildings, fences, paths, roads or the like, which may be required during the term of this lease shall be made at the expense of the Lessee. Lessee shall also maintain the premises at least in the same condition as exists as of the making of this lease, normal wear and tear excluded. Any improvements erected on said premises by Lessee shall be and become a part of the realty and pass to Lessor at the termination of this lease unless the parties agree in writing to the contrary and to the removal of said improvements by Lessee upon termination. Lessee shall, at the termination or surrender or forfeiture of this lease, return said premises to Lessor in as good and satisfactory condition as existed at the inception of the lease.
6. **Taxes.** Lessee shall pay and all ad valorem taxes and special assessments levied against said premises and the improvement thereon during the term of this lease. For any fractional calendar year, such payments and assessments shall be prorated between the parties.
7. **Covenant Not to Commit Waste.** Lessee covenants that at all times it shall keep the premises in good order, that it will not permit the infestation of insects or the obstruction of drainage ditches or water courses; that it will not commit waste nor permit waste to occur to the demised premises; that it will not permit or cause any nuisance to exist on said premises in such a manner that no fire hazard will be permitted to arise; that it shall use said premises solely for the purpose of a shooting range, excluding pistols, rifles and shotgun larger than No. 6 for its members and guests; and that they will keep the premises in a clean and orderly fashion free of litter, debris, and cartridge casings. Lessee specifically agrees that as needed during the term thereof (~~upon receipt of notice from the North Little Rock Waste Water Committee~~) that it shall thoroughly clean said premises, and return it to the condition that existed on the original date of occupancy. Such cleaning shall include, but not be limited to, the removal of all shell casings, pellets, and other shooting debris. Lessee further covenants that at no time will the

property be used for the storage of ammunition, explosives, guns, or weapons of any kind.

8. **Assignment.** Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this written release executed by Lessor.
9. **Non-Waiver.** It is agreed that the failure of Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver or such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach of default.
10. **Holdover.** Lessee hereby agrees that upon the termination of this lease for whatever reason, Lessee will peaceably deliver possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold over after the expiration of termination of this lease, or any extension thereof, said holding over in the absence of a written agreement otherwise shall be construed as a tenancy from year to year at a rental equal to that due for the last year paid under this lease. Such tenancy may be terminated by written notice from either party to the other party on or before the date on which the last payment of rental is due for that year. In the event it becomes necessary for Lessor to take legal action to recover possession at the time of termination, Lessee agrees to pay all costs and expenses of such action, including reasonable attorney's fees, incurred by Lessor.
11. **Termination by Lessor.** Lessee acknowledges that the land subject to said is **surplus land** owned by the **City of Conway and operated by the City of Conway Sanitation Department.** In the event that said land is necessary for the expansion, repair, extension of the existing sewer system or is required by the Lessor for any other lawful purposes incident to its primary purpose of **waste water treatment,** the Lessor reserves the right to terminate this lease at any time prior to its expiration upon one hundred twenty (120) days written notice to the Lessee. Lessee agrees upon notification by the Lessor to discontinue use of the

premises and peacefully surrender its' control to the Lessor after the expiration of said one hundred twenty (120) day period.

- 12. Postings of Signs and Erection of Fences.** Lessee agrees at its own expense to post and keep in repair all necessary “warning shooting range” and to “do not enter” signs at intervals around the demised premises and particularly at any and all points of ingress and egress. If it should become necessary to enclose or fence any portion of the demised premise either because of insurance regulations or operation of law, the Lessee agrees to erect and maintain such fences and enclosures at its expense.
- 13. Casualty.** Upon destruction or damage of any of the improvements on the leased premises due to fire, flooding, windstorm, tornado, hail or other act of nature, the Lessee shall replace or repair the same within a period of sixty (60) days from the occurrence of such event, or within such a period of time as may be reasonable under the circumstances. This shall be at the cost and expense of Lessee and shall not affect the rentals herein agreed upon.
- 14. Condemnation.** In the event all of the leased premises or such part thereof as renders the leased premises unsuitable for use in the activity of business of the Lessee, shall be acquired or taken by eminent domain for any public or quasi-public purpose, then the term of this lease shall cease and terminate as of the date taking.
- 15. Insurance.** Lessee shall maintain at Lessee's expense, fire, hazard, and extended coverage insurance, in the amount of replacement value of any improvement erected upon the leased premises. Lessee also agrees to maintain at Lessee's expense liability insurance in the aggregate amount of no less than one million dollars (\$1,000,000.00) per occurrence naming the Lessor as additionally insured. Lessor hereby does not waive any rights of immunity whatsoever by the inclusion of this insurance and indemnity agreement in this lease.
- 16. Title and Quiet Enjoyment.** Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease said premises as herein provided. Upon payment by Lessee of the rents herein provided and upon the observance and performance of all the covenants, terms, and conditions upon

Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or person lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this lease.

17. **Easements.** *Lessee hereby agrees to grant an unconditional easement to the Lessor covering all of the leased premises for the complete term of the lease. Said easement shall include but not be limited to the running of sewage and water lines either above or below ground, the erection of pumping stations, and the building of any access roads or paths through the property. Lessee further acknowledges that it may not grant any easements, licenses, or profits a prendre for the leased premises to any other entity, other than the Lessor, without first obtaining the Lessor's consent in writing.*
18. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and its respective heirs, successors and assigns.
19. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
20. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
21. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts, and understanding of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **Notice.** All notices, requests, demands and other communication required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that

notice shall be conclusively deemed given at the time of its deposit in the United States when sent by certified mail, postage prepaid to the other party at the following address at such other addresses as shall be given in writing to either party to the other:

**City of Conway  
Mayor's Office  
1201 Oak Street  
Conway, AR 72032**

**Conway Gun Club  
<Insert Address>**

23. **Failure to pay rentals or keep covenants.** The failure or refusal by Lessee to pay the rentals at the times and in the manner provided by this lease, and the failure of Lessee to keep and perform its covenants hereunder, shall in either of these events, permit the Lessor at its option and without an liability on its part to terminate this lease, re-enter and repossess said property. The Lessor shall have the same right of entry and possession, and the right to expel Lessee without any liability or obligation in either law or equity, in the event the Lessee shall file or have filed again it a petition in bankruptcy, make an assignment for the benefit of its creditors, become insolvent, or have a receiver appointed for it.

**IN WITNESS WHEREOF**, the Lessor and Lessee have hereunto set their hands.

**City of Conway, Arkansas**

**Lessor:**

**By:** \_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

---

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

**Conway Gun Club**  
**Lessee**

**By:** \_\_\_\_\_  
**Mike Scallion**

---

**Gary Duncan**

**Attest:**

---



**ACKNOWLEDGMENT**

STATE OF ARKANSAS    )  
  )   SS  
COUNTY OF FAULKNER)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared **Mayor Tab Townsell** and **Michael O. Garrett, City Clerk/Treasurer** of the City of Conway, Arkansas, known to me or satisfactorily proven to be the persons, described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained and that they had such authority to execute the same.

In witness whereof, I hereunto set my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
**Notary Public**

**My commission expires:**

\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ARKANSAS    )  
  )   SS  
COUNTY OF FAULKNER)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared **Gary Duncan** and **Mike Scallion** of the Conway Gun Club; known to me or satisfactorily proven to be the persons, described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained and that they had such authority to execute the same.

In witness whereof, I hereunto set my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
**Notary Public**

**My commission expires:**

\_\_\_\_\_

**RESOLUTION NO. R-07- \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CONWAY, ARKANSAS AND CONWAY GUN CLUB; AND FOR OTHER PURPOSES.**

**Whereas**, the City wishes to enter into a lease agreement with THE Conway Gun Club to use property known as Blaney Landfill located at 2510 Blaney Hill Road, Conway, AR.

**Whereas**, the City feels this to be a suitable site for a gun club and an agreement has been reached for leasing the property from the City of Conway, Arkansas.

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

**Section 1:** That the Mayor and City Clerk/Treasurer are authorized to enter into a lease agreement with the Conway Gun Club, a copy of which lease is attached hereto for reference purposes.

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

**PASSED** this 13<sup>th</sup> day of February, 2007.

**Approved:**

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

**Attest:**

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

**RESOLUTION NO. R-07- \_\_\_\_**

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A PARTIAL EASEMENT CLOSING ON LOT #11 OF THE GREEN GABLES SUBDIVISION ;**

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas for the partial closing of the most easterly five feet (5') of a thirty foot deep utility easement which runs north and south along the west property line of Lot # 11 of the Green Gables Subdivision (325 Hannah Drive); within the corporate limits of the City of Conway; and

**WHEREAS**, upon the filing of the said petition with the City, the City shall set a date and time for a public hearing before the City Council for consideration of the request.

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

- 1. That the City Council shall hear said request at its regular meeting to be held at the District Court Building, 810 Parkway Street, Conway, Arkansas, on the \_\_\_\_ day of March at 6:30 pm.
- 2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and date in the manner prescribed by law.

**PASSED** this 27<sup>th</sup> day of February, 2007.

**APPROVED:**

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

**ATTEST:**

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



**CITY OF CONWAY  
PLANNING COMMISSION**

1201 Oak Street  
Conway, Arkansas 72032  
(501) 450-6105

6A-2

February 20, 2007

Council Members  
Conway, AR 72032

Dear Council Members:

At its regular meeting on January 16, 2007, the Planning Commission considered a request by Rausch Coleman to amend their previously approved Planned Unit Development. The approved preliminary subdivision plat submitted with Rausch Coleman's PUD rezoning request allowed 138 three-story town homes in building configurations of six units. The units were to be served by driveways entering first floor garages. Their amended proposal requests 32 single-family detached structures and 28 single-family attached structures (duplexes). The general street configuration remains the same as in the previously approved plan. The Planning Commission voted 8 – 0 to approve the request for amendment with the following seven (7) additional conditions attached to the final PUD development plan.

**CONDITIONS ATTACHED BY PLANNING COMMISSION**

1. Fire Access – The PUD must have proper fire apparatus access or use residential sprinkler systems. If the PUD is accessed from private property, either from the south or north, an access agreement must be reached with the adjacent property owner.
2. Public alleyway must meet the requirements of the City Engineer and Fire Department.
3. Covenants and restrictions must be filed along with the PUD plat.
4. Alleyway sanitation cart pickup location will be on the north side of the alley.
5. Trail will be 5 feet wide and constructed with an asphalt surface.
6. Subdivision signage must meet City of Conway Sign Ordinance standards of no more than 48 square feet in area and no more than 6 feet in height and no banners allowed.
7. Landscaping—including street trees—will be subject to approval and specifications of the City of Conway Tree Board.

**CROSSINGS ON THE GREEN PLAN TEXT AS SUBMITTED ON PLAT**

**GENERAL**

1. TOTAL PROPERTY AREA = 430,460 S.F. (9.88 ACRES)
2. PROPOSED RIGHT-OF-WAY DEDICATION = 82,341 S.F. (1.89 AC OR 19.1%)
3. COMMON AREAS = 62,800 S.F. (1.53 AC OR 15.9%)
4. NET AREA NOT IN R/W = 348,119 S.F. (7.99 AC OR 80.1%)
5. 60 LOTS PROPOSED
6. TOTAL RESIDENTIAL DENSITY = 7.5 UNITS PER ACRE (NET BUILDABLE AREA)

**PROPOSED LAND USE**

1. 32 SINGLE FAMILY DETACHED, 28 SINGLE FAMILY ATTACHED
2. DETACHED HOUSING TOTAL AREA = 188,649 S.F. (4.33 AC OR 65% OF NET)
3. ATTACHED HOUSING TOTAL AREA = 92,625 S.F. (2.12 AC OR 26% OF NET)
4. LANDSCAPE EASEMENT INCLUDING COMMON AREAS = 88,868 S.F. (2.04 AC OR 20.6%)
5. IMPERVIOUS AREA INCLUDING DRIVEWAYS LESS THAN 40%

**ZONING**

1. CURRENT ZONE – PLANNED UNIT DEVELOPMENT / 16.5 UNITS PER ACRE
2. PROPOSED ZONE – PLANNED UNIT DEVELOPMENT / 7.5 UNITS PER ACRE

SETBACKS

1. FRONT – 15 FEET
2. REAR – 20 FEET
3. SIDES – 5 FEET (0 FEET WHERE INDICATED ON SUBDIVISION PLAT)

AMENITIES

- WALKING TRAILS
- POSTAL KIOSK
- LANDSCAPED STREETS, POA MAINTAINED
- ENTRY LANDSCAPE
- RESTRICTIVE COVENANTS
- PROPERTY OWNERS ASSOCIATION
- ARCHITECTURAL REVIEW BY POA
- FRONT YARDS, POA MAINTAINED

GRADING

1. THE MAJORITY OF FINISHED SLOPES ON-SITE WILL NOT EXCEED 10%.
2. PROJECT TO BE CONSTRUCTED IN ONE PHASE.

LIGHTING

1. LIGHTING TO BE STANDARD RESIDENTIAL TYPE STREET LIGHTS.
2. REQUIREMENTS FOR LIGHTING WITHIN THE STREET RIGHTS OF WAY WILL BE IN ACCORDANCE WITH CONWAY CORPORATION SPECIFICATIONS.

UTILITIES

1. WATER, SEWER, ELECTRIC, AND CABLE TELEVISION – CONWAY CORPORATION
2. TELEPHONE – AT&T
3. GAS – CENTERPOINT ENERGY

Submitted by,  
Adam Thomas, Chairman  
Planning Commission

# Memo

To: Mayor Townsell  
CC: Conway City Council  
From: Brian Knopp  
Date: February 23, 2007  
Re: Authorizing the Acceptance of Bids

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The Conway Parks Department recently accepted bids for the following:

- The refinishing of the wood flooring on the basketball and racquetball courts at the McGee Center
- Rubber Tire Backhoe
- The installation of electric roll-up curtains at the McGee Center

The Conway Parks Department received two (2) bids for the refinishing of the wood flooring at the McGee Center; one (1) from Roger Richey Inc. for \$19,850 and one (1) from Thorn Flooring Inc. for \$21,500. We are requesting the City Council to accept the low bid from Roger Richey Inc.

The Conway Parks Department received one (1) bid from R.J. Love Enterprises, Inc. for the installation of electric rollup curtains at the McGee Center in the amount of \$18,450. We are requesting the City Council to accept this bid.

The Conway Parks Department received one (1) bid from Duncan Outdoors, Inc. for the rubber tire backhoe in the amount of \$36,944.25. We are requesting the City Council to accept this bid

**ORDINANCE NO. O-07-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING IMPACT FEE REVENUE FOR THE INSTALLATION OF ELECTRIC ROLL-UP CURTAINS AT THE MCGEE CENTER; AND FOR OTHER PURPOSES:**

**WHEREAS**, the Conway City Council adopted a Developmental Impact Fee Capital Plan for Parks in 2003; and

**WHEREAS**, the installation of electrical curtains for the McGee Center was one of the projects included in the above mentioned capital plan;

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

**SECTION 1.** The City of Conway shall hereby appropriate \$18,450 to the Conway Parks and Recreation Department's Improvements Capital Account from the Special Revenue Impact Fees Account to install electrical curtains at the McGee Center

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

**PASSED** this 27<sup>th</sup> day of February, 2007.

**APPROVED:**

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

**ATTEST:**

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