

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 Vaught

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
Planning Issues
Design & Downtown Overlay
6:30pm -- Council Meeting
Courtroom in District Court Building
810 Parkway, Conway, AR 72034
July 10th, 2007

1. **Call to Order**
2. **Roll Call**
3. **Minutes:** June 26th, 2007
4. **Recognition of Guests:**
5. **Public Hearings:**
 - A. Public Hearing to discuss abandoning a portion of Topaz Drive in the Cresthaven Subdivision Phase II.
 1. Ordinance to abandon a portion of Topaz Drive in the Cresthaven Subdivision Phase II.
 - B. Public hearing to discuss abandoning a power pole utility easement in Runway Park Subdivision, specifically lots 2A & 8.
 1. Ordinance abandoning a power pole utility easement in Runway Park Subdivision, specifically lots 2A & 8.
 - C. Public hearing to discuss an ordinance establishing an Improvement District at Hendrix.
 1. Ordinance establishing the Village at Hendrix Municipal Property Owners of Multipurpose Improvement District No. 1.
 - D. Public hearing to discuss an ordinance establishing and clarifying requirements for mobile ice cream vendors and other vehicles vending products to children.
 1. Ordinance establishing and clarifying requirements for mobile ice cream vendors and other vehicles vending products to children.
(Sponsored by Alderman David Grimes)

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 public hearing to discuss closing a utility easement lying between Lots 2 and 5, Mauldin's Replat in the Conway Gardens Subdivision.
2. Consideration of a request from SEAYCO for a variance to permit installation of canopy column on the sidewalk in front of the main entrance and a variance to permit use of parking spaces for a valet parking area for the Halter building renovation in Downtown Conway.
3. Consideration of funding for sidewalk project along Favre Lane between Southwind Subdivision and Ellen Smith School.

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

1. Ordinance accepting and appropriating grant proceeds award to the Sanitation Department from ADEQ for e-waste activities.
2. Consideration of bids for Office renovation at the Don Owens Sports Complex for the Parks & Recreation Department.

C. Public Safety Committee (Police, CEOC, Fire, Dist. Court & City Att., & Animal Control)

1. Ordinance clarifying procedures and permit requirements and providing for third party review of fire code requirements for building construction.
2. Resolution authorizing the Mayor to enter into an agreement of understanding with the Conway Fire Department and the Faulkner County Office of Emergency Management in regards to emergency assistance to each other.

7. Old Business

- A. Discussion of Conway Downtown long term parking district & rates.

8. New Business

- A. Consideration of an agreement for the City of Conway to assume responsibilities of First State Soccer Park.
- B. Update of Street & Park Impact fee capital plan.
(To be provided at meeting)

Adjournment

AN ORDINANCE ABANDONING A PORTION OF TOPAZ DRIVE IN THE CRESTHAVEN SUBDIVISION, PHASE II; WITHIN THE CITY LIMITS OF CONWAY, ARKANSAS, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;

WHEREAS, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 26th day of June, 2007 asking the City Council to vacate and abandon a portion of Topaz Drive described as being the part of Topaz Drive beginning at the Southeast corner of Lot 25 and running to the southwest corner of Lot 24 Cresthaven Phase II subdivision and then running along the arc of the cul-de-sac South of Lots 25& 24 of same Subdivision; within the City limits of Conway, AR., Faulkner County.

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:

A part of Topaz Drive as shown on the Cresthaven Phase 2 Subdivision plat to the City of Conway, Arkansas, as shown in Plat Book K on Page 51, being more particularly described as beginning at the southeast corner of lot twenty-five (25) of said subdivision and running thence S89°38'33"E, 56.42 Feet to the southwest corner of Lot 24 of said subdivision; thence run along an arc to the left having a chord being of S34°27'00"E, chord length of 9.58 feet , radius of 25.00 feet, and arc length of 9.64 feet; thence run along an arc to the right having a chord bearing of N87°18'33" W, chord length of 66.67 feet, to the left having a chord bearing of N42°50'50"E, chord length of 6.99 feet, radius of 25.00 feet, and arc length of 7.01 feet to the point of beginning.

Section 2. Centerpoint Energy does have an existing 2" natural gas main located around the cul-de-sac of requested street closure and must retain the existing utility easement for extension, repair, and or maintenance purposes.

Section 3. 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 4. This ordinance shall take effect and be in force from and after its passage.

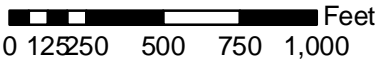
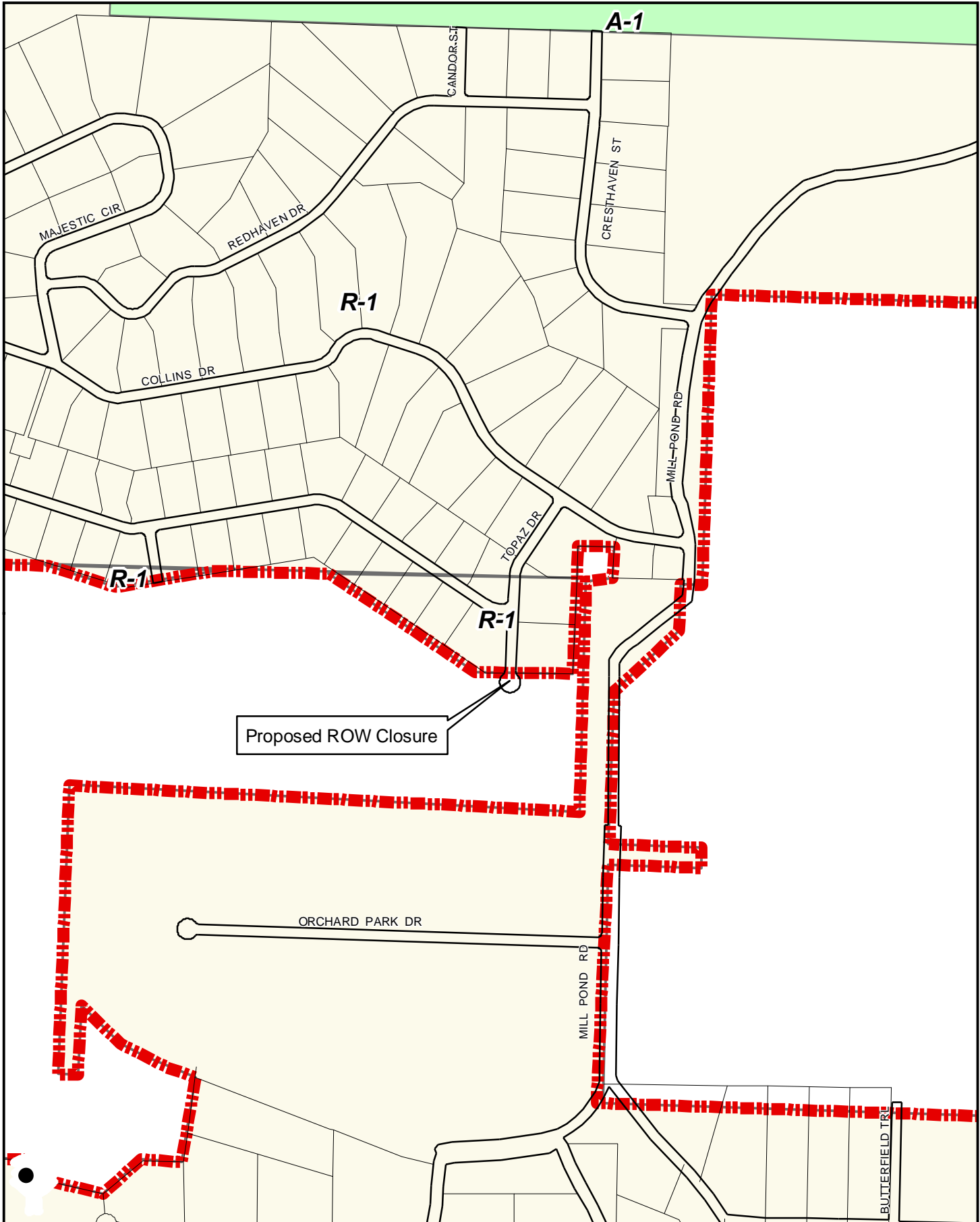
PASSED this 10th day of July, 2007

Approved:

Mayor Tab Townsell

Attest:

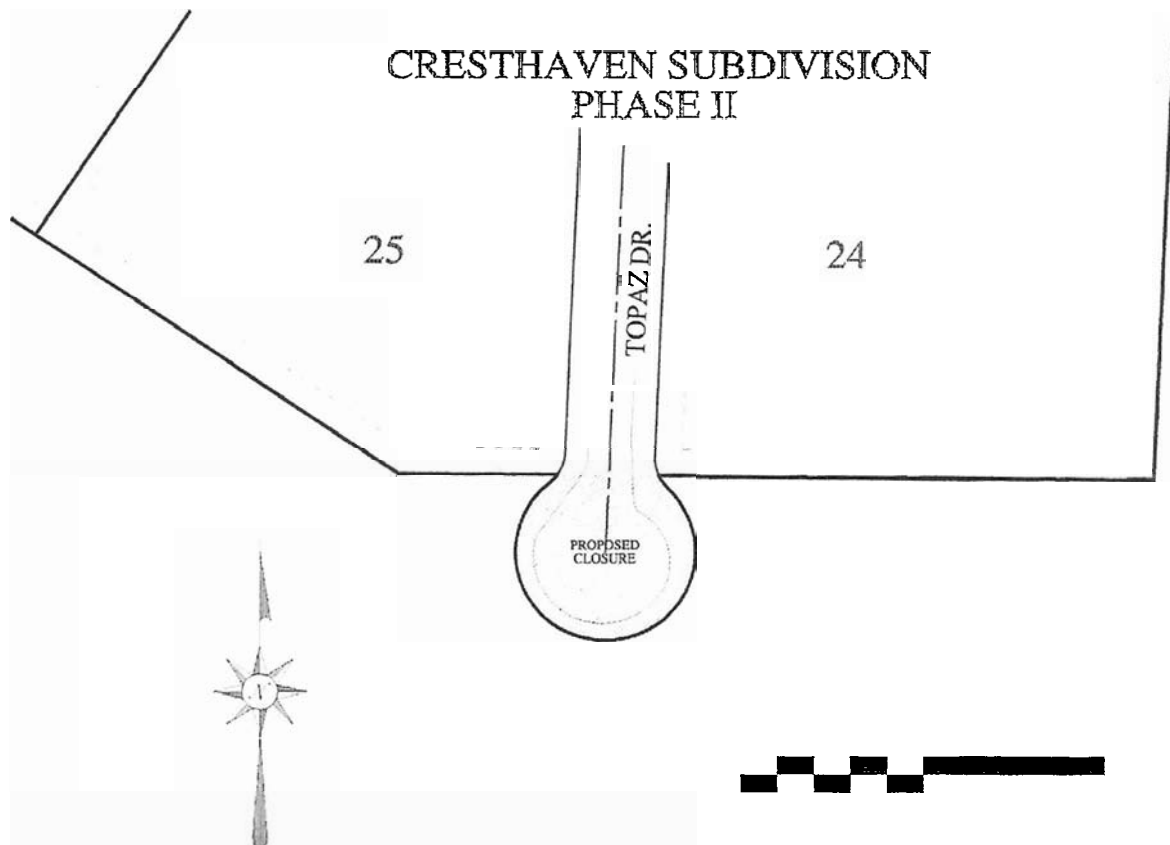
Michael O. Garrett
City Clerk/Treasurer



Topaz Drive ROW Closure

EXHIBIT "A"

A PART OF TOPAZ DRIVE AS SHOWN ON THE CRESTHAVEN PHASE 2 SUBDIVISION PLAT TO THE CITY OF CONWAY, ARKANSAS, AS SHOWN IN PLAT BOOK K ON PAGE 51, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT TWENTY-FIVE (25) OF SAID SUBDIVISION AND RUNNING THENCE S89°38'36"E, 56.42 FEET TO THE SOUTHWEST CORNER OF LOT 24 OF SAID SUBDIVISION; THENCE RUN ALONG AN ARC TO THE LEFT HAVING A CHORD BEARING OF S34°27'00"E, CHORD LENGTH OF 9.58 FEET, RADIUS OF 25.00 FEET, AND ARC LENGTH OF 9.64 FEET; THENCE RUN ALONG AN ARC TO THE RIGHT HAVING A CHORD BEARING OF N87°18'33"W, CHORD LENGTH OF 66.67 FEET, RADIUS OF 50.00 FEET, AND ARC LENGTH OF 241.18 FEET; THENCE RUN ALONG AN ARC TO THE LEFT HAVING A CHORD BEARING OF N42°50'50"E, CHORD LENGTH OF 6.99 FEET, RADIUS OF 25.00 FEET, AND ARC LENGTH OF 7.01 FEET TO THE POINT OF BEGINNING.



Lynda Palmer

013085

Doc#2007- 12959

Date 06/20/2007

10:50:53 AM

Filed & Recorded in

Official Records of

Faulkner County

RHONDA LONG

FAULKNER COUNTY CIRCUIT CLERK

Fees \$11.00

by John D.C.

290842



CONCURRENCE TO CLOSE A DEDICATED PUBLIC STREET

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 proposed City of Conway, Arkansas ordinance to close the cul-de-sac of Topaz Drive, and agrees to the release of its interest in a portion of a this dedicated public street, described as follows:

Part of Topaz Drive as shown on the Cresthaven Phase 2 Subdivision Plat to the City of Conway, Arkansas, as shown in Plat Book K at Page 51, being more particularly described as beginning at the southeast corner of Lot 25 of said subdivision and running thence S89°38'36"E, 56.42 feet to the southwest corner of Lot 24 of said subdivision; thence run along an arc to the left having a chord bearing of S34°27'00"E, chord length of 9.58 feet, radius of 25.00 feet, and an arc length of 9.64 feet; thence run along an arc to the right having a chord bearing of N87°18'33"W, chord length of 66.67 feet, radius of 50.00 feet, and an arc length of 241.18 feet; thence run along an arc to the left having a chord bearing of N42°50'50"E, chord length of 6.99 feet, radius of 25.00 feet, and arc length of 7.01 feet to the point of beginning.

Signed and executed this 13th day of June, 2007.

By:

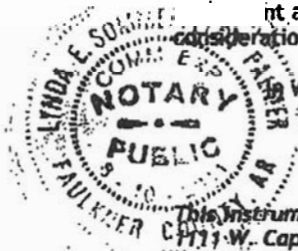
F. Jean Davis
Director-Engineering/Construction

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this the 13th day of June, 2007, 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.

witness whereof I hereunto set my hand and official seal.



This instrument prepared by AT&T
1111 W. 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

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

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

A portion of Topaz Dr.- see Exhibit 'A'

Abutting property owners:

Name	Address
Ralph Mott	3410 TOPAZ DR.
Drew Agui	3410 TOPAZ DR.
Kend. War	1260 Pyramid Dr. (Lot 25)



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

Date: 06/19/07

Attention:

Central Arkansas Professional Surveying,
Conway City Planning Department,
Honorable Tab Townsell - Mayor of Conway

Subject: Street Closure for Topaz Dr,
Cresthaven II Subdivision, Conway, AR

CenterPoint Energy has no conflict with closing the requested portion of Topaz Dr described as being the part of Topaz Dr beginning at the Southeast corner of Lot 25 and running to the Southwest corner of Lot 24 of Cresthaven Phase II Subdivision, and then running along the arc of the cul-de-sac South of Lots 25 & 24 of same subdivision, Conway, Faulkner County, Arkansas as more specifically described on attached Exhibit A request.
(See attached exhibit A)

NOTE: CenterPoint Energy does have an existing 2" natural gas main located around the cul-de-sac (arc) of requested street closure and must retain the existing utility easement for extension, repair and/or maintenance purposes.
(See attached drawings)

Sincerely,
David Avra

David Avra, Marketing Consultant

CenterPoint Energy, Conway, AR

ORDINANCE NO. O-07-_____

AN ORDINANCE TO ABANDON A POWER POLE UTILITY EASEMENT IN THE RUNWAY PARK SUBDIVISION; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 10th day of July, 2007 asking the City Council for closure of a power line easement running through lots 2A & 8 of Runway; within the City limits of Conway, AR., Faulkner County.

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:

Power pole utility easement running through lots 2A & 8 of Runway Park 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.

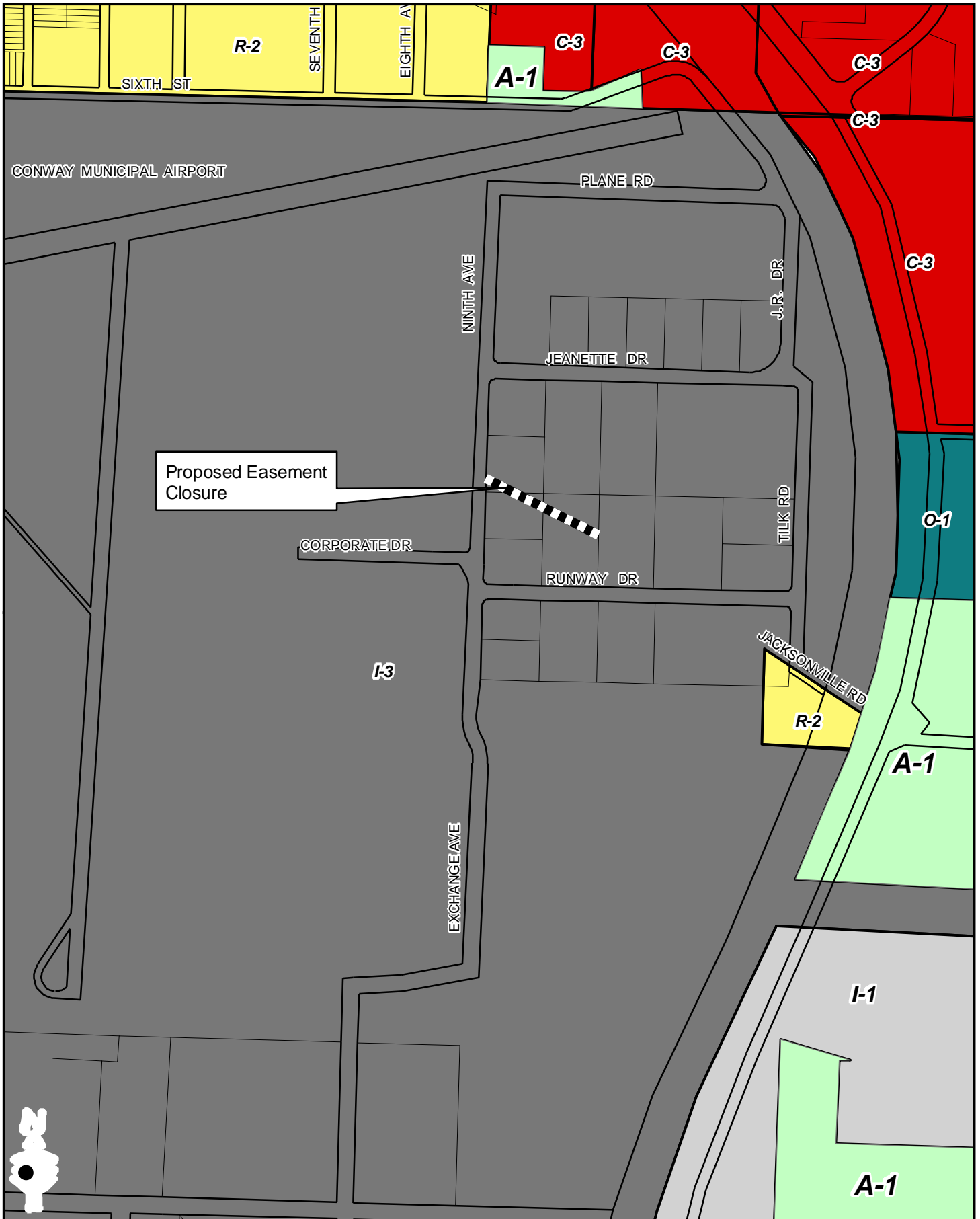
PASSED this 10th day of July, 2007

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



0 125 250 500 750 1,000 Feet

**Lots 2A, 8, and 9
Power Line Easement Closure**



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

April 20, 2007

Mr. Philip Hiegel
Sperry Van Ness – Nabholz Properties
P.O. Box 127
Conway, AR 72033

Re: Closure of a power line easement running through Lots 2A & 8 of Runway Park Subdivision.

Dear Philip:

Conway Corporation does not use nor plan on using the existing 15 foot easement that was shown on the plat centered on a power line running through Lots 2A & 8 of Runway Park Subdivision. Therefore, Conway Corporation has no objections to the closure of said easement. All other easements shown on Lots 2A & 8 of Runway Park Subdivision are being, or will be, utilized and should remain as recorded.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Dale Gottsponer, P.E.
Electric System Engineer



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

Date: 06/04/07

Attention:

Nabholz Properties, Inc.,
Conway City Planning Department,
Honorable Tab Townsell - Mayor of Conway

Subject: Utility Easement Removal:
Lot 2A & Lot 8, Runway Park, Conway, AR

CenterPoint Energy has no conflict with the removal of the power line utility easement in the sections described as: Lot 2A and Lot 8 in the Runway Park Subdivision, Conway, Arkansas. There are no gas facilities in this location.

See attached drawings.

Sincerely,
David Avra

David Avra, Marketing Consultant
CenterPoint Energy, Conway, AR

Lynnda Palmer
AT&T Arkansas
1111 W. Capitol
Rm. 941
L.R. Co. 72201

Doc#2007- 12855
Date 06/19/2007
08:52:11 AM
Filed & Recorded in
Official Records of
Faulkner County
RHONDA LONG
FAULKNER COUNTY CIRCUIT CLERK
Fees \$8.00
by Clm D.C.



CONCURRENCE TO CLOSE A DEDICATED PUBLIC UTILITY 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 release of its interest in a portion of a dedicated utility easement, described as follows:

All that part of a dedicated public utility easement that intersects Lots 2A and 8 of the Runway Park Subdivision to the City of Conway, Faulkner County, Arkansas.

Signed and executed this 23rd day of May, 2007.

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

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this the 23 day of May, 2007, 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.

In witness whereof I hereunto set my hand and official seal.



This instrument prepared by AT&T
1111 W. 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

CERTIFICATE OF RECORD
Doc#2007- 12855
06/19/2007
08:52:11 AM
Filed and Recorded in Official Records of
FAULKNER COUNTY
RHONDA LONG
FAULKNER COUNTY CIRCUIT CLERK
by _____ D.C.



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

AT&T CONFIDENTIAL

May 24, 2007

Nabholtz Construction
Attn: Wendy Chambers
604 Merriman St.
P.O. Box 127
Conway, AR 72033

Dear Ms. Chambers:

RE: Easement Closing – Lots 2A and 8, Runway Park 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} ~~Washington 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,

attachments

ORDINANCE NO. O-07-_____

**AN ORDINANCE ESTABLISHING THE VILLAGE AT HENDRIX
MUNICIPAL PROPERTY OWNERS MULTIPURPOSE
IMPROVEMENT DISTRICT NO. 1 OF THE CITY OF CONWAY,
ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER
PURPOSES.**

WHEREAS, property owners, claiming to be all the owners of record title of real property located within the territory hereinafter described have filed petitions on June 28, 2007, praying that a municipal property owners improvement district be established pursuant to Ark. Code Ann. Title 14, Chapter 94 for the purposes herein set out, and

WHEREAS, the City Council of the City of Conway, Arkansas has authority to create such a municipal property owners improvement district in that all of the said territory lies completely within the boundaries of said municipality, and

WHEREAS, the City Council of the City of Conway, Arkansas has heard all the parties desiring to be heard, and has ascertained that said petitions were signed by all the owners of real property within said territory, now, therefore,

IT IS ORDAINED by the City Council of the City of Conway, Arkansas:

Section 1. There is hereby established a municipal property owners improvement district embracing the property in the City of Conway, State of Arkansas, described in the attached Exhibit A, for the purposes of (i) constructing such street and road improvements as may be depicted in the map attached hereto; and to open, grade, drain, pave, curb, gutter or otherwise improve such other streets, roads, highways, and every other way for passage and use of vehicles, and including sidewalks, pedestrian trails and walkways, viaducts, underpasses and appurtenant lighting, within the boundaries of the district if the property of the district will be benefited thereby, and such purposes shall include the acquisition of rights of way; (ii) constructing water mains along various streets and roadways and additional water mains at other locations within the District as may be depicted on the map attached as Exhibit B and other appurtenant water improvements within the boundaries of the District if the property of the District will be benefited thereby;

(iii) constructing sanitary sewer mains and storm sewers as may be depicted on the map attached as Exhibit B and other appurtenant sewer improvements within the boundaries of the District if the property of the District will be benefited thereby; (iv) acquiring and constructing electric junction boxes, electric conduits, underground power lines, street lighting and other electric utility improvements as may be depicted on the map attached hereto as Exhibit B within the boundaries of the District if the property of the District will be benefited thereby; (v) construction of public plazas, playgrounds, parks, open spaces, blueways and greenways within and adjacent to the District; (vi) improvement and/or relocation of the existing streams adjacent to the District, and the creation of retention, detention, and treatment basins which together will become functioning components of the storm water management system for the District; (vii) construction or relocation of on-site and off-site water and sanitary sewer mains as deemed necessary to accommodate the planned improvements to Harkrider Street and also to provide sufficient capacity in those systems in order to allow for the development of the District; (viii) all other purposes authorized by Ark. Code Ann. Title 14, Chapter 94 and amendments thereto; (ix) paying the costs associated with such improvements including, but not limited to, engineering, legal, environmental surveys, governmental approvals and permits; and (x) conducting any and all other acts which shall be deemed necessary in order to purchase, construct, accept as a gift, operate and maintain any and all improvements authorized therein (the "Improvements").

Said purposes are to be accomplished in the manner and with the materials that the commissioners for the district shall deem to be in the best interest of the district and as specified by law. The cost of the project shall be assessed upon the real property of the district according to the benefits received.

Section 2. Said district shall be known as the "The Village at Hendrix Municipal Property Owners Multipurpose Improvement District No. 1 of the City of Conway, Arkansas" (the "District"); and J. Scott Schallhorn, Robert L. Chapman III and David Knight, who are the persons nominated in the petition, are hereby named commissioners and shall compose the initial Board of Commissioners of the District.

Section 3. Emergency. It is hereby found and declared that an immediate need exists for the street and other improvements in order to achieve the most cost effective financing for the accomplishing of the various public improvements to be constructed within the boundaries of the City. It is, therefore, declared that an emergency exists. This Ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall take effect and be in force from and after its passage.

PASSED: July _____, 2007.

APPROVED:

Tab Townsell, Mayor

ATTEST:

Michael O. Garrett, City Clerk/Treasurer

APPROVED AS TO FORM:

Mike Murphy, City Attorney

CERTIFICATE

STATE OF ARKANSAS)
)
COUNTY OF FAULKNER)

I, Michael O. Garrett, City Clerk/Treasurer, within and for the City of Conway, Arkansas do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____ of the Ordinances of the City of Conway, Arkansas entitled: “**AN ORDINANCE ESTABLISHING THE VILLAGE AT HENDRIX MUNICIPAL PROPERTY OWNERS MULTIPURPOSE IMPROVEMENT DISTRICT NO. 1 OF THE CITY OF CONWAY, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;**” passed by the City Council of the City on July ____, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and seal office this _____ day of July, 2007.

Michael O. Garrett, City Clerk/Treasurer

EXHIBIT A

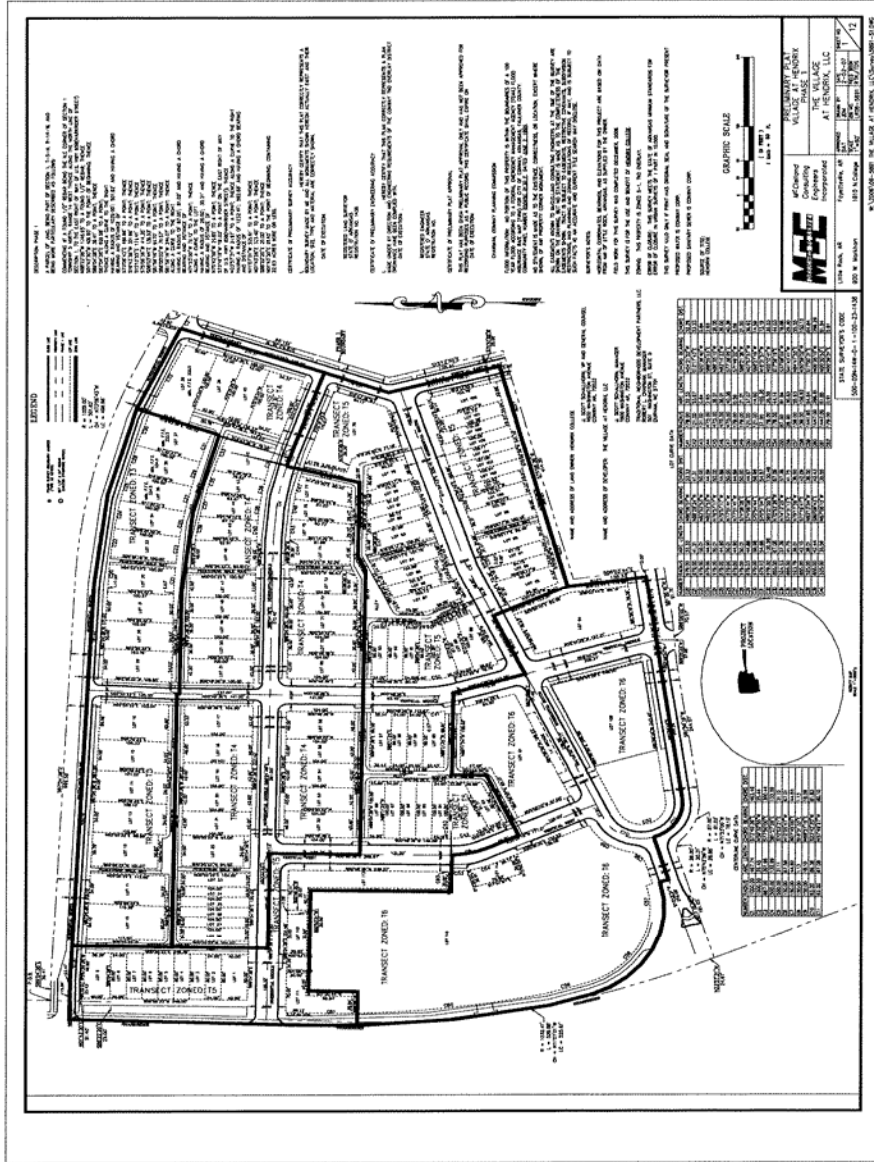
**THE VILLAGE AT HENDRIX MUNICIPAL PROPERTY OWNERS
MULTIPURPOSE IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF CONWAY, ARKANSAS**

Phase I

A parcel of land, being part of Section 1, T-5-N, R-14-W, Faulkner County, Arkansas, and being more particularly described as follows:

Commencing at a found ½" rebar being the N.E. corner of Section 1 Township 5 North, Range 14 West thence along the North line of Section 1, to the East right of way of U.S. Hwy. 65B (Harkrider Street) N88°22'06"W 1246.95' to a found ½" rebar; thence S01°43'30"W 406.60' to the point of beginning; thence S89°04'38"E 39.41' to a point; thence S87°04'38"E 699.58 to a point; thence along a curve to the right having a radius of 1029.00'; 501.62' and having a chord bearing and distance of S73°06'43"E 496.66' to a point; thence S19°43'36"W 351.99' to a point; thence S15°12'55"E 178.41' to a point; thence S75°06'36"W 414.35' to a point; thence S08°03'44"E 138.33' to a point; thence S81°56'16"W 91.70' to a point; thence S86°00'02"W 70.57' to a point; thence S81°56'16"W 244.07' to a point; thence along a curve to the right having a radius of 87.00'; 81.02' and having a chord bearing and distance of N71°23'00"W 78.12 to a point; thence along a curve to the left having a radius of 28.00'; 30.31' and having a chord bearing and distance of N75°42'59"W 28.85' to a point; thence S73°16'18"W 191.02' to a point on the East right of way of U.S. Hwy. 65B (Harkrider Street); thence N23°57'31"W 24.97 to a point; thence along a curve to the right having a radius of 1232.41'; 592.68' and having a chord bearing and distance of N11°07'01"W 525.61' to a point; thence N01°43'28"E 373.40' to a point; thence S88°22'20"E 25.00' to a point; thence N01°43'30"E 91.40' to the point of beginning, containing 22.63 acres more or less.

EXHIBIT "B"



ORDINANCE NO. O-07-_____

AN ORDINANCE ESTABLISHING AND CLARIFYING REQUIREMENTS FOR MOBILE ICE CREAM VENDORS AND OTHER VEHICLES VENDING PRODUCTS TO CHILDREN; REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the city council expressly finds that vehicles and hand carts in which ice cream, confections, and other frozen dessert products are carried for the purpose of retail sale on the public streets has the potential to pose special dangers to the public health, safety, and welfare of children and other residents of the city; and

WHEREAS, these dangers include, but are not necessarily limited to, the conflict between traffic and the public's attraction to vehicles or hand carts selling such products; and

WHEREAS, it is desirable to provide responsible companies and individuals who engage in the operation of such vehicles with regulations to prevent safety, traffic, and health hazards, as well as to preserve the peace, safety and welfare of the community.

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

Section 1. All drivers of ice cream trucks and other vehicles vending products to children shall submit a copy of their commercial driver's license to the city and obtain a permit from the office of the city clerk before operating such vehicle. A commercial driver's license is required.

Section 2. All permit applicants shall provide proof of automobile insurance according to state law along with the application.

Section 3. All applicants shall be subject to a criminal history background check, and shall consent to such check as a condition of application. A conviction for any offense involving actual or attempted homicide, kidnapping, assault or assaultive offenses, sexual assault or rape, any offense requiring registration as a sexual offender in any state, theft (including robbery or burglary),

prostitution or obscenity shall be grounds for disqualification of an applicant.

Section 4. Vendors shall operate with the following safety equipment for ice cream trucks:

(1) Signs stating “WATCH FOR CHILDREN” must be provided on the front, back, and both sides of the vehicle in at least four inch letters of contrasting colors.

(2) The company name, address, and phone number must be on both sides of the vehicle in at least three-inch letters of contrasting colors.

(3) A serving window, capable of being closed when not in use, must be provided and must be located on the curbside only.

(4) Left and right outside rear view mirrors as well as two additional outside wide-angle mirrors on the front and back of the vehicle must be provided to enable the driver to see around the entire vehicle.

(5) Operable yellow or amber flashing hazard lights clearly visible not less than 100 yards from the mobile unit under average daylight conditions shall be provided. Such lights shall be mounted no more than 12 inches below the roof of the mobile unit. No fewer than two lights shall be visible from each approach.

(6) A rear bumper cover shall be installed to prevent children from standing or jumping on the rear of the vehicle.

Section 5. The following requirements shall apply to mobile ice cream vendors.

(1) Location.

a. Mobile ice cream trucks are permitted to vend in an area for no more than 15 minutes, then they must move to another location.

b. Mobile ice cream vending is prohibited within City of Conway parks, unless the vendor

has applied for and received a franchise permit for such activity.

c. Mobile ice cream trucks shall not vend within one block of any block containing an elementary or junior high school during school hours or within one hour before or after school hours on a day that school is scheduled to be in session.

d. Mobile ice cream trucks shall not vend within 100 feet from an intersection.

(2) Hours of operation.

Mobile ice cream vending may only occur from 10:00 a.m. to one-half hour before sunset.

(3) Use of sound equipment.

a. Use of sound equipment shall be limited to music or human speech.

b. Sound shall not be audible more than 100 yards from the truck. Sound shall be in violation of city or state noise or nuisance ordinances or statutes.

c. Sound equipment may only be used from 10:00 a.m. until one-half hour before sunset.

d. Sound shall not be broadcast within 100 yards of schools during school hours while school is in session, or within 100 yards of hospitals, churches, courthouses, funeral homes, or cemeteries.

e. Sound shall be turned off while the vehicle is stopped for vending.

(4) Health and safety precautions.

a. Vendors shall be in compliance with any and all state, county or federal health regulations relating to the vending of food, drinks or confections, and shall display any required permits or notices.

a. Drivers shall check around the vehicle before leaving the area to ensure that children are not remaining. When handing the purchased product to the children, drivers shall make certain traffic is clear, in case a child leaves the truck immediately and fails to observe oncoming traffic.

b. Child customers shall not be allowed inside the vehicle. This provision shall not apply to

children related to the driver while riding with the driver along the sales route.

Section 6. PENALTIES: The violation of any provision of this ordinance is declared to be an unclassified misdemeanor, punishable by a fine not exceeding five hundred dollars (\$500.00).

Section 7. Any ordinances in conflict herewith are hereby repealed to the extent of that conflict.

Section 8: That this ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 10th day of July, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

Sponsored by:

David Grimes
Alderman, Ward 1, Position 2

RESOLUTION NO. R-07-____

A RESOLUTION TO ABANDON CLOSE A UTILITY EASEMENT LYING BETWEEN LOTS 2 AND 5, MAULDIN'S REPLAT; WITHIN THE CITY OF CONWAY; AND FOR OTHER PURPOSES

WHEREAS, a request has been filed with the City Council of the City of Conway, Arkansas by Tim Tyler Survey & Mapping to close a utility easement lying between Lots 2 and 5, Mauldin Replat (being a strip of land 15 feet wide, east and west, and 90.56 feet long running north and south) within the corporate limits of the City of Conway, Arkansas; and

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

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

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the 24th day of July, 2007 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

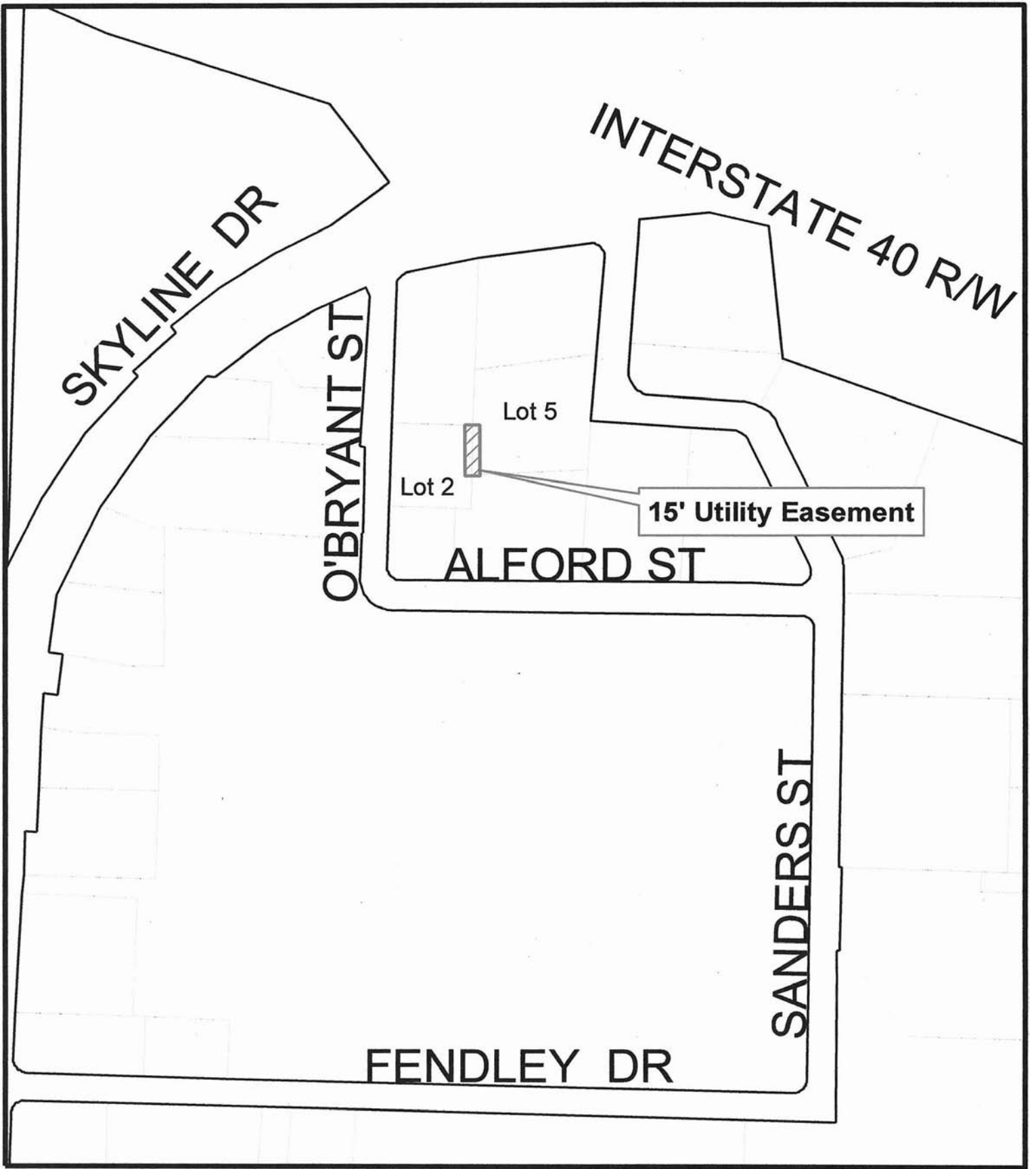
PASSED this 10th day of July, 2007.

Approved:

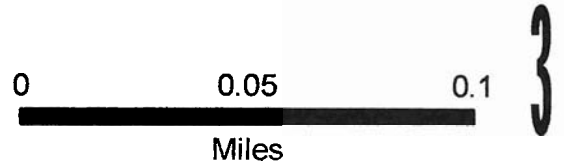
Mayor Tab Townsell

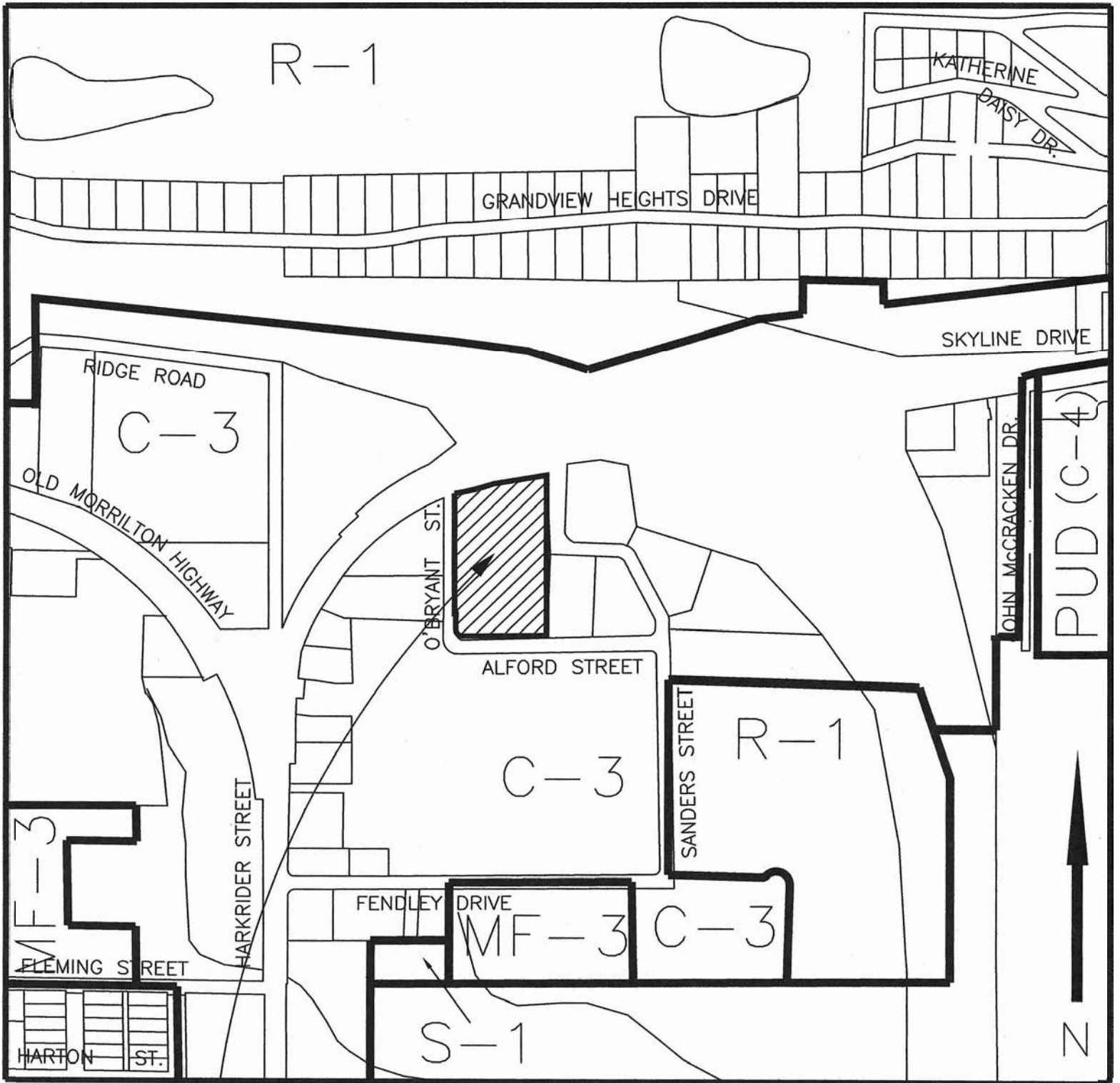
Attest:


Michael O. Garrett
City Clerk/Treasurer



Utility Easement Closure
Lots 2 & 5
Mauldin Replat
Conway Gardens Subdivision






 PLANNING DEPARTMENT
 City of Conway, AR
 2-17-98 \REP\MAULDIN

MAULDIN'S REPLAT



130 West Central Avenue
Bentonville, Arkansas 72712
Phone: (479) 464-4661
Fax: (479) 464-4670

June 26, 2007

Ms. Felicia Rogers
Administrative Assistant to the Mayor
Mayor's Office
1201 Oak Street
Conway, Arkansas 72032

Via Electronic Delivery

**Re: Request for Variance by SEAYCO Conway Lofts, L.L.C. for the
Halter Building in Downtown Conway, Arkansas**

Dear Ms. Rogers:

In accordance with our conversation last Friday afternoon in your office, this letter requests two (2) variances to accommodate the community, architectural and business needs of the renovated Halter Building, its patrons and its prospective tenants and, in addition, this letter sets forth reasons in support the same.

The requested two (2) variances, firstly, a request for a variance to permit the installation of canopy columns on the sidewalk in front of the main entrance to the Halter Building along Oak Street and, secondly, a request for a variance to permit the use of two (2) parking spaces in front of the main entrance to the Halter Building along Oak Street for limited durations each day as a drop-off/pick-up (i.e., a "loading and unloading zone") location for valet parking, are intended to enhance the Halter Building's architectural appeal, to enhance community interest in downtown Conway and to enhance the public and business amenities of downtown Conway.

Request for Variance to Permit Installation of Canopy Columns on Sidewalk

To enhance the architectural impact of the Halter Building and to enhance the public environment of the Halter Building for its tenants and patrons, we request a variance to

permit the installation of columns to support a canopy over the sidewalk serving the main entrance to the Halter Building.

Page 60 of the Zoning Ordinance for the City of Conway states that “[i]n the C-1 Central Business District, canopies may project over the street rights-of-way if they terminate no less than two (2) feet horizontally from the outside edge of the street curb and are no less than eight (8) feet above the surface of a new or existing sidewalk (Ordinance O-00-126).” In the instant circumstances and in the interest of clarity, as this ordinance does not specifically permit the use of columns to support a canopy that extends over the sidewalk (and otherwise satisfies the requirements of the ordinance), a variance is requested to permit the installation of two (2) columns to support a canopy over the main entrance to the Halter Building along Oak Street. Illustrations within the *Old Conway Design Pattern Book as Amended May 2007*, showing sidewalks and elevated arcades within the urban center zone, indicate general agreement with this instantly requested variance.

To further illustrate the architectural and functional intentions underlying this variance request, please see *Exhibit A* and *Exhibit B*, attached hereto, which show the main entrance canopy and the approximate locations of the supporting columns for the same. Please notice on the attached exhibits that both the canopy and the support columns **comply** with the positional restrictions within Ordinance O-00-126 and terminate “no less than two (2) feet horizontally from the outside edge of the street curb” and that the canopy itself would be installed “no less than eight (8) feet above the surface of a new or existing sidewalk.”

In our estimation, approval of this variance request will significantly enhance the public environment and the architectural impact of the Halter Building in downtown Conway.

Request for Variance to Permit Use of Parking Spaces for Valet Parking Area

To enhance business and public amenities for the Halter Building, its tenants and patrons, we request a parking variance to permit the use of two (2) parking spaces along Oak Street immediately in front of the Halter Building’s main entrance to serve as a drop-off/pickup (i.e., “loading and unloading zone”) location for valet parking for limited durations each day.

There are presently ^{five(5)} ~~six (6)~~ parallel parking spaces along Oak Street adjacent to the Halter Building (please see *Exhibit C*, attached hereto, which shows the parking spaces around the Halter Building). To accommodate the anticipated volume of lunch and dinner patrons to the Michelangelo’s Restaurant in the Halter Building, a variance is requested that would permit a valet “loading and unloading zone” between the hours of 11:30am to 1:30pm and between the hours of 5:30pm and 9:30pm daily in two (2) of these six (6) parallel parking spaces.

We submit that the approval of this variance request will enhance the business and public amenities for the Halter Building, its tenants and patrons and, by extension, stimulate further business development in downtown Conway.

In the event that you have any questions or suggestions, please do not hesitate to contact me at your convenience.

Cordially,

A handwritten signature in black ink, appearing to read 'T. Christopher Seay', written over a light gray rectangular background.

T. Christopher Seay

Enclosures

ORDINANCE NO. O-07-__

**AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT PROCEEDS
AWARDED TO THE SANITATION DEPARTMENT AND FOR OTHER
PURPOSES:**

WHEREAS, the Conway Sanitation Department has been awarded a grant in the amount of \$6,125 by the Arkansas Department of Environmental Quality for e-waste activities;

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

SECTION 1. The City of Conway shall accept grant proceeds in the amount of \$6,125 (50.935) from ADEQ and appropriate such funds for painting and repairs to the e-waste trailer (50.118.235).

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

PASSED this 10th day of July 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



Memo

To: Mayor Tab Townsell
CC: Conway City Council
From: Brian Knopp, Parks Director
Date: July 6, 2007
Re: Acceptance of Bid

The Conway Parks Department opened bids on July 6th, 2007 at 10:00am for the construction of additional office space at Don Owens Sports Center. We received four (4) bids:

- 1) Fore Construction- \$16,970.
- 2) Ward Building Consultants- \$17,258.
- 3) Readnour Construction- \$19,349.
- 4) Watson Construction- \$19,954.

We are requesting the City Council to accept the low bid from Fore Construction.

ORDINANCE NO. O-07-_____**AN ORDINANCE CLARIFYING PROCEDURES AND PERMIT REQUIREMENTS AND PROVIDING FOR THIRD PARTY REVIEW OF FIRE CODE REQUIREMENTS FOR BUILDING CONSTRUCTION OR ALTERATION; REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Conway finds it beneficial to clarify procedures and permit requirements and providing for third party review of fire code requirements for building construction or alteration;

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

Section 1. In accordance with the Arkansas Fire Prevention Code (AFPC), the following information outlines construction document submittal requirements for the City of Conway.

Section 2. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by said code., or to cause any such work to be done, shall first make application to the Conway Building Department and Conway Fire Department and obtain the required permit(s).

Section 3. As part of the permit process, the City of Conway requires specific submittals as outlined in this document. Submittals including zoning, planning, and detailed building plans shall be submitted directly to the City of Conway with appropriate fees for review prior to obtaining a permit.

Section 4. As established by the Building Official or the Fire Marshal, a code review of submittal documents necessary to ensure compliance with the Arkansas Fire Prevention Code and local regulations shall be performed by a third-party review agency approved in advance by the City of Conway. Such submittals will include, but are not limited to, hazardous materials inventory statements, hazardous materials storage/dispensing/use documents, fire protection shop drawings, life safety plans, design analysis for large or hazardous projects, and other projects requiring technical expertise or resources of an outside agency. In accordance with the Arkansas Fire Prevention Code, the City may require third-party inspections to be performed to ensure compliance with submitted documents. To be approved as a third-party review or inspection agency, services shall be performed by individuals having a minimum of twenty (20) hours documented annual training related to applicable codes and/or standards, and shall be either certified in the respective plan review or inspection field by a nationally recognized evaluation agency approved by the jurisdiction or shall be directly employed with and have the direct oversight of a registered architect/engineer, or a Certified Building

Official (CBO) of the International Code Congress, Plan reviewers and inspectors shall each be members in good standing of at least one nationally recognized code development organization. Upon formal review by the City of Conway other criteria considered as demonstrating an equal level of qualifications may be approved. The owner/designer/installer is responsible for all associated fees charged by the third-party agency.

Section 5. The third-party review agency shall establish how many copies of submittal documents are required to be submitted and the format in which the documents shall be submitted. The third-party review agency shall maintain either an electronic or hard copy of reviewed documents. Reviewed “Accepted” or “Accepted as Noted” documents shall be maintained for a period of not less than ninety (90) days following the projected construction completion date of the project as provided by the applicant at time of submittal. Documents that are reviewed and “Not Accepted” shall be maintained for a minimum of sixty (60) days following the review. The review agency shall forward one (1) set of reviewed documents and comments to the respective jurisdiction within two (2) business days of completing each respective review. At least one electronic or hard copy of reviewed documents shall be returned to the submitter as agreed to by the submitter and reviewer. Electronic file(s) of accepted documents, in a file format acceptable to the City, shall be received by the City within fifteen (15) business days following the accepted review. Submittal of the electronic files shall be the responsibility of the reviewing agency and shall be in a format approved by the City. Where required, inspection reports shall be submitted to the City or designated agent for review and entering before a certificate of occupancy or use can be issued.

Section 6. The City of Conway reserves the authority for final acceptance or rejection of construction documents. The jurisdiction reserves the authority to provide additional comments and or requirements, or to modify specific comments of the review agency. If the City of Conway identifies any additional comments, requirements, or modifications the City of Conway will attempt to notify the submitter within ten (10) business days of submittal documents being returned from the review agency. The ten (10) day period starts from the day the submittals are received from the review agency. In all cases the design documents and final construction shall comply with all applicable codes and/or formally documented and approved alternative methods and/or materials in accordance with the Arkansas Fire Prevention Code.

Section 7. Any challenges to a third-party review comment by a submitter, designer, or owner’s representative shall be directed back to the third-party review agency. Only when an obvious conflict exists between the review comment and a code requirement or local regulation and when the issue can not be resolved with the reviewing agency shall the submitter approach the jurisdiction for intervention.

Section 8. Documents shall be stamped as “Reviewed for Compliance” and shall indicate as to “Accepted”, “Accepted as Noted”, or “Not Accepted.” Documents stamped as “Accepted” have been found to be in compliance with minimum requirements and are thereby recommended for issuance of a permit. Documents stamped as

“Accepted as Noted” are recommended for issuance of a permit as long as the code related comments noted on the documents or attached to the documents are followed by the submitter and/or installation personnel. By beginning installation with plans stamped “Accepted as Noted” the submitter/owner/installers are agreeing to comply with the criteria indicated. Documents stamped as “Not Accepted” have been found deficient and require a new submittal based on comments. Review by neither the third-party agency or the City of Conway implies that the documents are in 100% compliance with the code requirements. Code compliance is the responsibility of the respective designers/installers/owner.

Section 9. The third-party agencies duty is limited to reviewing documents or inspecting work for code compliance as outlined by the Arkansas Fire Prevention Codes or written local regulations on behalf and under the direction of the City of Conway. The City of Conway retains final authority over review of the documents and inspection of work. Correction comments shall include references to applicable codes, standards, or ordinances. The third-party agency acting under the authority of the City of Conway and acting in good intent of providing code related review services shall not be liable for code deficiencies in accordance with the Arkansas Fire Prevention Code and this ordinance. Review/Inspection agencies and/or submitters are responsible for submitting requested documentation to the City of Conway for evaluation of third-party review agencies not previously approved. Although the City of Conway will review and evaluate what it considers to be qualified, the City of Conway shall not be held liable for any services, deficiencies, omissions, or contractual obligations between a third-party and a submitter. Those submitting documents for review in order of obtaining a permit from the City of Conway or obtaining third-party inspections are individually responsible for evaluating agencies that will provide the level of services expected.

Section 10. No person shall begin to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by said code, or to cause any such work to be done until such time as a permit for such action has been issued by the City of Conway or its designated agent. Such permit shall be visibly posted at the respective property. Where required, inspections shall be scheduled, conducted, documented, and submitted as outlined on the respective permit.

Section 11. That any person in violation of this ordinance shall be guilty of an unclassified misdemeanor, and upon conviction, shall be punished by a fine of not less than _____ Dollars and no more than _____, and if such violation be continued, each day’s violation shall be a separate offense.

Section 12. That any ordinance in conflict herewith is hereby repealed to the extent of that conflict.

Section 13. That this ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 10th day of July, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

RESOLUTION NO. R-07-__**AN RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT OF UNDERSTANDING WITH THE CITY OF CONWAY FIRE DEPARTMENT AND THE FAULKNER COUNTY OFFICE OF EMERGENCY MANAGEMENT**

- Whereas,** The City of Conway is desirous of a mutual aid agreement between the City of Conway Fire Department and the Faulkner County Office of Emergency Management, and
- Whereas,** This agreement would permit the City of Conway Fire Department to call for the assistance of the Faulkner County Office of Emergency Management or the Faulkner County Office of Emergency Management to call for the assistance of the City of Conway Fire Department in emergency and disaster response operations, and
- Whereas,** The Mayor and Fire Chief acknowledge that the Faulkner County Office of Emergency Management has permission to respond to the City of Conway upon Request, and
- Whereas,** The Faulkner County Quorum Court, Faulkner County Judge, and Faulkner County Office of Emergency Management Director acknowledge that the City of Conway Fire Department has permission to respond to Faulkner County, and
- Whereas,** By this agreement both parties, being the City of Conway Fire Department and the Faulkner County Office of Emergency Management, understand that if a response is declared mutual aid that third party reimbursement may be allowed for the cost of recovery, and
- Whereas,** By this agreement, both the City of Conway Fire Department and the Faulkner County Office of Emergency Management makes a good-faith commitment to aid and assist each other if called on to do so, and
- Whereas,** This agreement is subject to cancellation of the first of any month after giving or receiving 30 days of cancellation.

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

- Section 1.** The Mayor is hereby authorized to entering into the Agreement of Understanding with both the City of Conway Fire Department and the Faulkner County Office of Emergency Management for mutual aid.

PASSED this 10th day of July, 2007

APPROVED:

ATTEST:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer

(P R O P O S E D)**CONWAY DOWNTOWN LONG TERM PARKING DISTRICT & RATES**

The City of Conway is seeking to establish paid long term employee and resident parking in downtown Conway the proceeds of which to be used for public improvements in the downtown area specifically for parking improvements such as a parking deck.

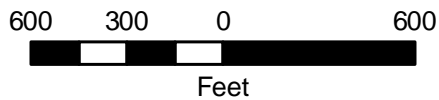
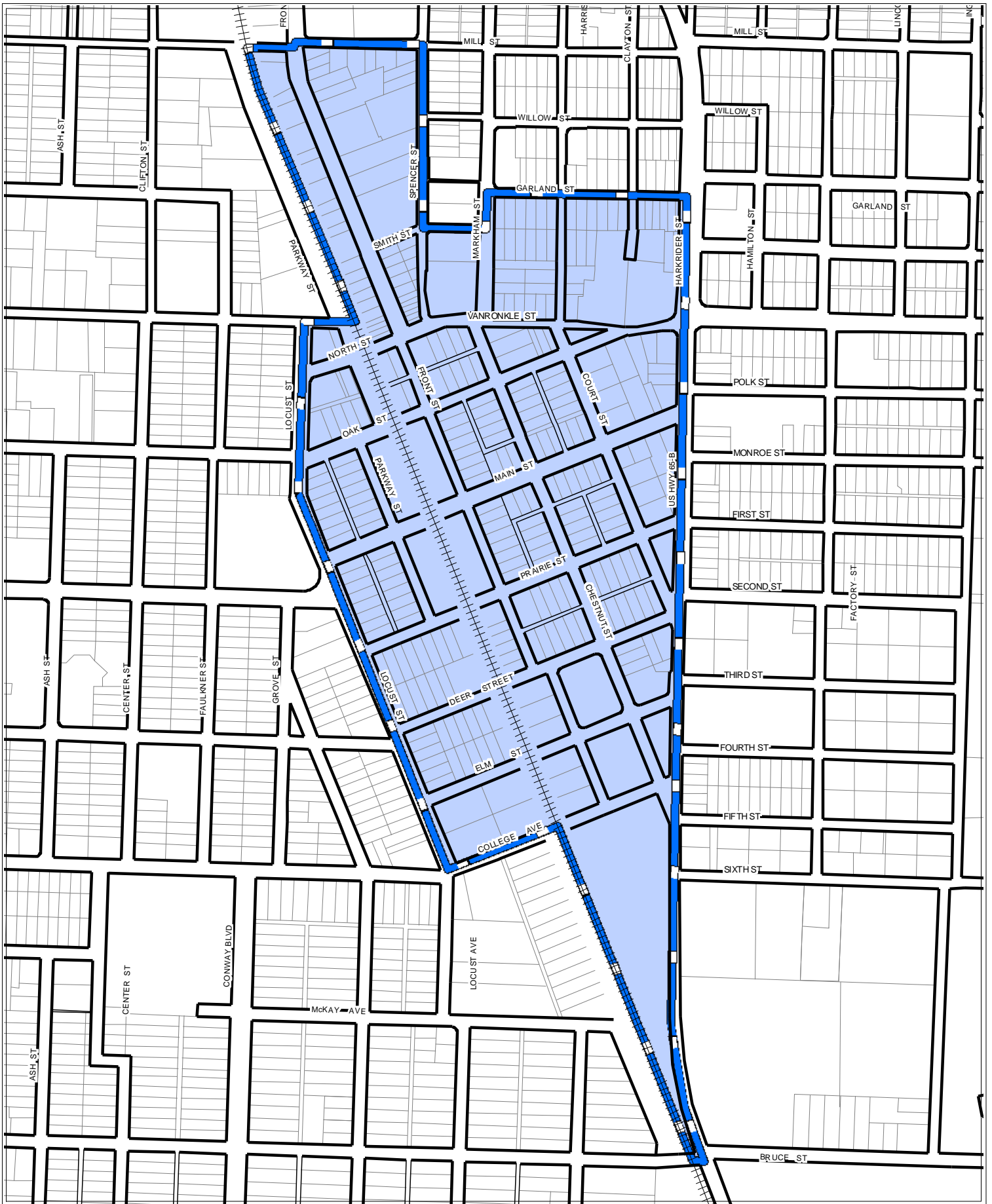
The proposed Downtown Long Term Parking District shall be bounded by the same boundaries which outline the Downtown Parking Zone (map herein included). Inside this district, the right and privilege of parking in all parking spots not officially designated as two hour or shorter duration parking locations which are on public property whether on a street or in a lot or eventually in a parking deck including those spots striped for parking and those spots not striped for parking shall be assessed a fee. All parking lots for city buildings shall be subject to these fees with the exception of the Police Department parking lots and the Fire Department parking lots. Lots and parking spots may be striped and restriped from time to time for different public purposes as the needs arise.

The fees shall include rates for two hour parking (in a long term spot), half day parking, and all day parking with monthly and annual permits available as shown on the table below. The two hour, half day, and all day rates shall be payable in cash at payment boxes in close vicinity to the parking location. The monthly and annual permits shall be available at City Hall and possibly other downtown locations. Personalized long term parking spots are available for a premium fee.

Revenues generated from the fees as well as all parking fine revenues generated from violations of parking ordinances shall be used for downtown improvements specifically for the debt payment on any parking deck to be constructed in the downtown area.

Table of Proposed Parking Fees

Two Hour	\$0.50
Half Day	\$1.00
All Day	\$2.00
Monthly Permit	\$36.00
Annual Permit	\$360.00
Personalized Permit (Annual Only)	\$600.00



Downtown Parking Zone

AGREEMENT

This Agreement is entered into this _____ day of June, 2007, between First State Bank, hereinafter referred to as "FSB," First State Soccer Park, Inc., hereinafter referred to as "FSSP," Conway United Soccer Association, hereinafter referred to as "CUSA," and the City of Conway, hereinafter referred to as ("the City").

INTRODUCTORY STATEMENT

The purpose of this Agreement and the intent of the parties hereto is to set forth the terms and conditions regarding the operation and maintenance of First State Soccer Park, a city park owned by the City. Further, it is the purpose of this Agreement and the intent of the parties hereto is to set forth the terms and conditions whereby the City will assume all obligations of FSSP and CUSA arising from any and all prior agreements between these parties relating to First State Soccer Park and likewise will enjoy any and all rights and privileges arising from any and all prior agreements between these parties relating to First State Soccer Park. This includes arranging to enter into financial obligations to pay debts previously incurred by FSSP or its predecessor for the operation and maintenance of the park. Finally, it is the purpose of this Agreement and the intent of the parties hereto to clarify that this Agreement replaces, substitutes and supersedes any and all prior agreements between these parties relating to First State Soccer Park, including, but not limited to, (1) an Agreement by and between CUSA, FSB and the City dated February 24, 2003; (2) an undated Agreement by and between FSSP, FSB and the City in which the February 24, 2003 agreement is referenced and "Andrea Sparks" has signed on behalf of FSSP; and (3) a copy of an undated and unsigned Agreement by and between FSSP, FSB and the City. Copies of these documents are

attached hereto as Exhibit "A."

RECITALS

WHEREAS, the City is a city of the first class organized under the laws of the State of Arkansas, and is the owner of a public park known as the First State Park, hereinafter referred to as "the park," and

WHEREAS, FSSP is an Arkansas non-profit corporation organized to further develop, operate and maintain the park and organize and/or arrange for programming of soccer games, leagues, schedules, programs, tournaments, camps, events or other soccer related activities primarily for the benefit of the youth of Conway but also for soccer and soccer related programming for the City in general; and

WHEREAS, FSB is a financial institution in Conway, Arkansas and has made substantial contributions toward the acquisition and development of the park; and

WHEREAS, it is the intent of the parties that the City take over all operation and maintenance responsibilities for the park. In consideration for doing so, the City shall pay or arrange to pay through obligations authorized by Amendment 78 to the Arkansas Constitution any debts previously incurred by FSSP or its predecessor, CUSA, for development, operation and maintenance of the park.

NOW, THEREFORE, in consideration of the promises and covenants and obligations set forth herein, the parties agree as follows:

1. The City shall execute, pursuant to the provisions of Amendment 78 of the Arkansas Constitution and Ark. Code Ann. § 14-78-101, *et seq.*, a short-term financing obligation in the form of a promissory note or other similar agreement, payable to FSB to retire debts previously incurred by FSSP or CUSA, for the development, operation and maintenance of the park, PROVIDED, that

the obligation shall mature over a period of, or have a term, not to exceed five (5) years.

2. The obligation shall be issued pursuant to ordinance adopted by the Conway City Council specifying the principal amount of the obligations to be issued, the purpose or purposes for which the obligations are to be issued, and provisions with respect to the obligations.

3. The City shall not authorize the issuance of obligations unless at the time of issuance, the aggregate principal amount of short-term financing obligations, including the obligations to be issued, outstanding and unpaid, will equal five percent (5%) or less of the assessed value of taxable property located within the municipality as determined by the last tax assessment completed prior to the issuance of the obligations to be issued.

4. That said obligations shall include amounts sufficient to retire (1) indebtedness evidenced by that certain promissory note (Loan No. 2755204925) dated October 14, 2005 in the principal amount of THIRTY-TWO THOUSAND DOLLARS (\$32,000.00) and having a maturity date of October 14, 2010, and (2) that certain promissory note (Loan No. 2755204717) dated August 26, 2005 in the principal amount of ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$1,650,000.00) and having a maturity date of October 15, 2006. Copies of the promissory notes are attached as Exhibit "B."

5. That any property pledged as collateral to secure any of the notes set out in Exhibit "B" shall, upon the date of execution of this Agreement, be accounted for and conveyed to the City by CUSA and FSSP or either of them, in good condition, less reasonable wear and tear, and shall immediately become the property of the City, subject to any security interest which may be pledged by the City in the obligations executed pursuant to paragraphs one (1) and two (2) above.

6. That upon the date of execution of this Agreement, CUSA and FSSP, or either of them, shall have no authority, control, rights, privileges or obligations regarding the park, including

any promises, covenants or obligations set forth in any prior agreement relating to the park, EXCEPT, that as previously agreed, FSSP shall make its 2007 financial report to the City on the financial operations of the park and its activities. Said report shall be in the form of a final report and shall be delivered to the City within thirty (30) days of execution of this Agreement.

7. That all obligations of FSB in any and all prior agreements between the parties (Exhibit "A") shall remain in full force and effect and shall inure to the benefit of the City, including payment of TWENTY THOUSAND DOLLARS (\$20,000.00) per year as set out in said prior agreements to be used for the development and maintenance of the park.

8. This Agreement represents the entire understanding of the parties and all prior negotiations, discussions and representations are merged and incorporated herein. It may not be altered, amended or modified in any respect except by written instrument signed by the party to be bound, and shall be construed in accordance with the laws of the State of Arkansas. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of such counterparts shall constitute one and the same instrument. The captions of the paragraphs hereof are for convenience only, and shall not be deemed a part of, or control, or alter, the text of this Agreement.

9. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby, provided, that in the event such invalidity should either materially prejudice the rights of either party, or cause this Agreement to fail of its essential purpose, this Agreement shall thereby terminate and neither party shall thereafter have any rights or liabilities hereunder.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

CITY OF CONWAY

BY: _____
MAYOR TAB TOWNSELL

FIRST STATE BANK

BY: _____

FIRST STATE SOCCER PARK, INC.

BY: _____

CONWAY UNITED SOCCER ASSOCIATION

BY: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF FAULKNER)

On this day, personally appeared before me Tab Townsell, Mayor of the City of Conway,
known to me to be the person whose name is subscribed to the within instrument and he, as Mayor of
the City of Conway, executed the same for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2007.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
 / /

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF FAULKNER)

On this day, personally appeared before me _____ of First State Bank,
known to me to be the person whose name is subscribed to the within instrument and he, as such
officer, executed the same for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2007.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

/ /

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) ss

COUNTY OF FAULKNER)

On this day, personally appeared before me _____ of First State Soccer Park, Inc., known to me to be the person whose name is subscribed to the within instrument and he, as such officer, executed the same for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2007.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

/ /

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) ss

COUNTY OF FAULKNER)

On this day, personally appeared before me _____ of Conway United Soccer, known to me to be the person whose name is subscribed to the within instrument and he, as such officer, executed the same for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2007.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

/ /