

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



City Council Members

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

City of Conway - City Council Meeting

www.cityofconway.org

Tuesday, April 9th, 2013 @ 6:30pm

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

5:30pm - Committee Meeting:

No Committee Meeting

Call to Order: Mayor Tab Townsell
Roll Call: Michael O. Garrett, City Clerk/Treasurer
Minutes: March 26th, 2013 City Council Meeting &
April 2nd, 2013 (Special) CC Meeting

Announcements/Proclamations/Recognitions:

1. Report of Standing Committees:

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

1. Resolution ordering the condemnation and cleanup located at 554 South Museum Road.
2. Resolution ordering the condemnation and cleanup located at 2002 Prince Street.
3. Consideration to accept the nomination of Wendy Shirar for the Conway Planning Commission.
4. Ordinance appropriating funds for the Conway Bicycle and Pedestrian Advisory Board to pay for bicycle month events and other operating expenses.
5. Ordinance appropriating funds to match a grant from Mid America Arts Alliance Artistic Innovations Grant & enter into an agreement for a Conway Community Mural Project.
6. Consideration to accept annual bids on gasoline and diesel for the City of Conway.
7. Consideration to accept asphalt quotes for paving projects the City of Conway.
8. Consideration to acquire right of way for the Conway Western Arterial Loop (Baker Wills Parkway).
9. Consideration to enter into a ground option and lease agreement for a cell tower with Gridiron Towers.
10. Ordinance to rezone property located at 3725 College Avenue (Back Achers Ranch) from A-1 to O-1.
11. Consideration of a request by Letitia McMasters for a conditional use permit to allow a public stable, restaurant, and arena/events center for property located at 3725 College Avenue.

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

1. Consideration to enter into an agreement with PO Boy Concession with the Conway Parks Department.

Old Business

1. Ordinance appropriating funds to replace the sound system for City Council meetings.

New Business

Adjournment



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

A RESOLUTION ORDERING THE CONDEMNATION AND CLEANUP LOCATED AT 554 SOUTH MUSEUM ROAD AND DECLARING THE INTENT OF THE CITY TO BRING THE PROPERTY UP TO CITY CODE IF THE OWNER DOES NOT

WHEREAS, there is a structure located at 554 South Museum which because of its dilapidated, unsightly, unsafe and unsanitary condition, has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas; and

WHEREAS, Conway's Municipal Code and Arkansas Code Annotated § 14-56-203 authorizes this City Council to, by Resolution order, the clean up of said property by the owner within thirty (30) days after proper service.

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

Section 1: That the structure at 554 South Museum in Conway, Arkansas, because of its dilapidated, unsightly, unsafe and unsanitary condition has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas, and it is hereby ordered that said structure be brought up to city code by the owner therefore.

Section 2: That a notice of the time and place of this meeting was mailed to the owner of said property by certified mail, return receipt requested, advising the owner that the City Council would take action on this matter.

Section 3: That a copy of this Resolution be forwarded to the owner of said property by certified mail, return receipt requested, directing that said owner has thirty (30) days in which to bring the property up to city code, then the Mayor of the City of Conway, Arkansas is directed to proceed at once to clean up the property and prepare an itemized statement of cost of bringing the property up to code said structure with a request for payment.

Section 4: If payment is not made within ten (10) days after receipt of said itemized statement, the Mayor is directed to sell, at public or private sale, any debris or material obtained from the clean up of property and pay to the owner any balance after the City has been reimbursed. If the proceeds from said sale are not sufficient to cover the cost, then the City shall proceed to file a lien on the personal and/or real estate property in order to recover the money so owed.

PASSED this 9th day of April, 2013

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Code Enforcement Assistant
Phone 501-450-6191
Fax 501-450-6144

March 26, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
CERTIFIED MAIL # 91 7108 2133 3938 6365 4866
AND
REGULAR MAIL

554 Holdings, LLC
1 Red Bud Drive
Conway, AR 72034

RE: RESOLUTION OF INTENT TO CONDEMN THE STRUCTURE LOCATED AT 554 SOUTH MUSEUM IN THE CITY OF CONWAY ARKANSAS;

Dear Mr. Jones,

It has come to our attention that you have failed to comply with the City of Conway Notice of Violation written January 7th, 2013 regarding your property at 554 South Museum Road in Conway Arkansas.

Therefore, this is to notify you that the Conway City Council will consider a Resolution of Intent to condemn the above-referenced property at its regular meeting at 6 p.m. Tuesday, April 9th, 2013. If that resolution is passed, the city will solicit bids for the demolition and clean up, and the property will be cleaned up 30 days after the date of passage of the resolution. You will then be sent a bill for the cost of the bid solicitations, demolition, and clean up.

We recommend that you or your representative attend April 9th City Council meeting in order to present your input on this issue.

Sincerely,

Barbara McElroy
Code Enforcement Assistant

**Conway Code Enforcement
Incident Report**

Date of Violation: January 7, 2013

Violator Name: 554 Holdings, LLC

Address of Violation: 554 S. Museum Rd.

Violation Type: Tall grass, dilapidated structure

Warning #: CE6428

Description of Violation and Actions Taken:

On 1-3-13, I was flagged down as I was leaving work for the day by the owner of Hank's Furniture on Museum Rd. He stated that the old antique barn next to his business had become dilapidated and the grass had not been cut in "a while." I went to the business in question on 1-7-13 and found that it was in violation of the Conway Nuisance Abatement Code, sections 3.2.4 and 1.7.1, for tall grass and dilapidated structure. At this time, I issued a warning (CE6428) for the listed owner in Arkansas County Data. The warning was sent to the owners through both regular and certified mail on 1-8-13. The certified letter was delivered on 1-9-13. The property was rechecked on 1-17-13 with no progress shown. The property was checked again on 2-19-13 and again had no progress. Code Enforcement Assistant Barbara McElroy spoke with the owners by phone on 2-26-13 and gave them extra time to take care of the violations. The property was checked again on 3-26-13 and no progress had been made. The property was scheduled to go before the city council at this time. Pictures were taken of the property on 3-27-13 that show the property and its current state of disrepair. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature:  _____

Date: 3-27-13

Time: 1334



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

**A RESOLUTION ORDERING THE CONDEMNATION AND CLEANUP LOCATED AT
 2002 PRINCE STREET AND DECLARING THE INTENT OF THE CITY TO BRING THE
 PROPERTY UP TO CITY CODE IF THE OWNER DOES NOT**

WHEREAS, there is a structure located at 2002 Prince (shed behind garage) which because of its dilapidated, unsightly, unsafe and unsanitary condition, has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas; and

WHEREAS, Conway's Municipal Code and Arkansas Code Annotated § 14-56-203 authorizes this City Council to, by Resolution order, the clean up of said property by the owner within thirty (30) days after proper service.

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

Section 1: That the structure (shed behind garage) at 2002 Prince in Conway, Arkansas, because of its dilapidated, unsightly, unsafe and unsanitary condition has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas, and it is hereby ordered that said structure be brought up to city code by the owner therefore.

Section 2: That a notice of the time and place of this meeting was mailed to the owner of said property by certified mail, return receipt requested, advising the owner that the City Council would take action on this matter.

Section 3: That a copy of this Resolution be forwarded to the owner of said property by certified mail, return receipt requested, directing that said owner has thirty (30) days in which to bring the property up to city code, then the Mayor of the City of Conway, Arkansas is directed to proceed at once to clean up the property and prepare an itemized statement of cost of bringing the property up to code said structure with a request for payment.

Section 4: If payment is not made within ten (10) days after receipt of said itemized statement, the Mayor is directed to sell, at public or private sale, any debris or material obtained from the clean up of property and pay to the owner any balance after the City has been reimbursed. If the proceeds from said sale are not sufficient to cover the cost, then the City shall proceed to file a lien on the personal and/or real estate property in order to recover the money so owed.

PASSED this 9th day of April, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Code Enforcement Assistant
Phone 501-450-6191
Fax 501-450-6144

March 26, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
CERTIFIED MAIL # 91 7108 2133 3938 6365 4859
AND
REGULAR MAIL

Steven Johns
5063 East County Road 132
Blytheville, AR 72135

RE: RESOLUTION OF INTENT TO CONDEMN THE STRUCTURE LOCATED AT 2002 PRINCE STREET IN THE CITY OF CONWAY ARKANSAS;

Dear Mr. Johns,

It has come to our attention that you have failed to comply with the City of Conway Notice of Violation written February 25th, 2013 regarding your property at 2002 Prince Street in Conway Arkansas.

Therefore, this is to notify you that the Conway City Council will consider a Resolution of Intent to condemn the above-referenced property at its regular meeting at 6 p.m. Tuesday, April 9th, 2013. If that resolution is passed, the city will solicit bids for the demolition and clean up, and the property will be cleaned up 30 days after the date of passage of the resolution. You will then be sent a bill for the cost of the bid solicitations, demolition, and clean up.

We recommend that you or your representative attend April 9th City Council meeting in order to present your input on this issue.

Sincerely,

Barbara McElroy
Code Enforcement Assistant

**Conway Code Enforcement
Incident Report**

Date of Violation: February 25, 2013

Violator Name: Steven and Suzanne Johns

Address of Violation: 2002 Prince Street

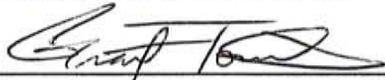
Violation Type: Rubbish/trash, appliance/furniture, dilapidated structure

Warning #: CE6558

Description of Violation and Actions Taken:

On 2-25-13, I was contacted by a resident of Watkins Street about the conditions of the house located at 2002 Prince Street. I went to the listed address and found that the house was vacant and appeared to be in the foreclosure process, due to postings on the property. The property was in violation of the Conway Nuisance Abatement Code; sections 3.5.1, 3.5.3 and 1.7.1, for rubbish/trash, appliance/furniture and dilapidated structure. I issued a warning for the listed property owners as found in Arkansas County Data. The letters were sent both regular and certified mail on 2-26-13. The property was rechecked on 3-25-13 with no progress made. Code Enforcement Assistant Barbara McElroy spoke to Mr. Johns by phone on 3-26-13. Mr. Johns stated during this conversation that he did not have the time or money to clean the property up. Johns was informed at this time that the matter would go before the city council in order for the City of Conway to take action to clean the property up. Pictures were taken of the property on 3-27-13 that show the conditions of the property and are on file for review. The property is still owned by the Johns'. The bank, Bank of America, has not taken ownership of the property at this time.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature:  _____

Date: 3-27-13

Time: 1347



CONWAY PLANNING COMMISSION

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

April 2, 2013

Council Members
Conway, AR 72032

Dear Council Members:

The Conway Planning Commission voted unanimously on March 11, 2013 to submit the name of Wendy Shirar to the City Council to serve out the term of Chris Steplock who is moving beyond the Conway city limits and must therefore resign his position. That term ends on December 31, 2013.

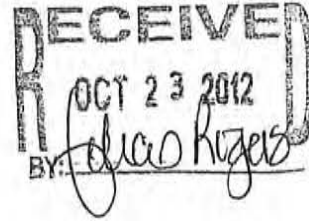
Wendy Shirar (Ward 4)

The Planning Commission requests that the Council confirm its recommendation of Ms. Shirar.

Submitted by,

Jon Arms, Chairman
Planning Commission

Attachment:
Nomination Form



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

Date: 10-23-12

Board applying for: (One board per form)

Planning Commission

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

Person Nominated: Wendy Shirer
Address: 1005 S. Gorman #17 City, State, Zip Conway, AR 72034
Phone/Home: 501-733-5554 Work: 501-342-0826

Person making nomination: _____

Address: _____

Phone/Home: _____ Work: _____

Please send to: Michael O. Garrett
City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)

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

Faulkner City Leadership Institute Central Board =
Chair, Special Projects and Secretary (current)
Conway Community Arts Assoc - Board Member
Conway Alliance for the Arts - Past President & Treasurer
Axiom Cares - Board Member
Carriage Courts Property Owners Assoc - Past President

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

Since attending the FCLI program in 2007, I have wanted to become more involved in community and civic activities. I feel serving on the planning commission will afford me the opportunity to serve and learn more about this sector of city government. I have interviewed twice and was highly encouraged to apply again!
What contributions do you hope to make?

At this point I am unsure! I just have a huge interest and could bring LOTS of enthusiasm!

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

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

Age: 55 Sex: F Race: W

Occupation: HR Specialist Ward C-4

Email Address: Wendy.Shirar@axiom.com

Wendy R Shirar
Signature of Applicant or Nominator

10-23-12
Date



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

AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY BICYCLE AND PEDESTRIAN ADVISORY BOARD TO PAY FOR BICYCLE MONTH EVENTS AND OTHER OPERATING EXPENSES ASSOCIATED WITH THE CITY OF CONWAY BICYCLE AND PEDESTRIAN ADVISORY BOARD; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;

Whereas, advocating on behalf of bicyclists and pedestrians is an noble effort which promotes healthy lifestyles, clean air, and reduced traffic; and

Whereas, the Conway Bicycle and Pedestrian Advisory Board is responsible for making recommendations regarding bicycle and pedestrian networks, for educating City residents regarding the importance of biking and walking, and for drafting innovative and progressive policy which aims to further enhance Conway's walkable and bikeable environment; and

Whereas, National Bike Month plays a critical role to the education of the general public to the beneficial role of biking and walking, and the Bicycle and Pedestrian Advisory Board is the torchbearer for these activities within our community.

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

Section 1. The City of Conway shall appropriate \$2000 from the General Fund Appropriation Account (01.990) to the Planning and Development Department "Other Miscellaneous Expenses" account (01.105.5799).

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

PASSED this 9th day of April, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



Mayor Townsell
City of Conway, AR.

4/4/13

Proposal for funding for the Bicycling & Pedestrian Advisory Board activities

Background

This is the second year of the existence of the Conway Bicycling & Pedestrian Advisory Board (BPAB.) The committee intends to focus this year on both Encouragement and Education (2 of the 5 “E’s” the League of American Bicyclists stresses for bicycle friendly communities, which also include Engineering, Enforcement, and Evaluation) of bicycling activities in the city. To support this mission, BPAB is asking for financial support from the city of Conway.

Request

To promote education of bicycle related laws, BPAB intends to bring public awareness of the 3’ Law, the minimum clearance required by law when passing bicyclists in Arkansas, by means of banners and “yard” signs placed throughout the city during the month of May (Bicycle Month.)

In addition, BPAB intends to promote the encouragement of city residents and employees to commute by bicycle by funding incentive prizes for participants in the 3rd annual Conway Commuter Challenge. The Conway Commuter Challenge was originally started in 2010 to promote commuting in Conway. The weeklong event has been organized and funded through The Ride, a Conway bicycle shop, for the first two years. This year, The Bicycling & Pedestrian Advisory Board is advocating the challenge become a five month long event from May to September coinciding with the National Bike Challenge presented by the League of American Bicyclists and sponsored by Kimberly-Clark.

This request is for \$2000 which spending would be broken down approximately as follows:

- \$ 650 for banners
- \$ 300 for Yards Signs
- \$ 650 for Conway Commuter Challenge Prizes & Awards
- \$ 400 for 2Q & 3Q13 promotional & educational expenses
- \$2000 Total

Respectively submitted,

Todd Ake
Vice Chair, Bicycling and Pedestrian Advisory Board
(501) 470-5476
tmake@hotmail.com



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

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY COMMUNITY MURAL PROJECT; AND
FOR OTHER PURPOSES:**

Whereas, the City of Conway has determined that it would be beneficial to support art endeavors throughout the City and feel these projects will beautify the community; and

Whereas, local artist Jordan Karpe has secured a grant from Mid-America Arts Artistic Innovations in the amount of \$8,000 for such a project; and

Whereas, the project requires a match of \$8,000 for the completion of the community mural for which funding has not been previously provided.

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

Section 1. The City of Conway shall appropriate \$8,000 from the General Fund Balance Appropriation Account (01.119.4900) to 001.101.5990 (Administration – CIP Mic) for match to the Conway Community Mural Project.

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

Passed this 9th day of April, 2013.

Approved:

Mayor Tab Townsell

Attest:

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

2013 Conway Community Mural Project

Project Description:

This is a request for partial funding towards the 2013 Conway Community Mural Project to be paid to the lead artist, Jordan Karpe. The requested amount is \$8,000 of the entire project's \$16,000 budget, half of which has been awarded through Mid-America Arts Alliance's Artistic Innovations grant. The location of the mural site is to be the Old Grand Theater's east wall at the corner of Chestnut and Oak Street. This project is to be executed between April 30th and July 10th. Lead artist, Jordan Karpe, will design and execute the mural, facilitate community dialogue and design-approval process, historical research, and provide guidance for a voluntary design team who will assist him throughout the project.

Financial Information:

EXPENSES:	
Artist Fees	\$9,000
Paint and supplies	\$1,600
Scissor Lifts (2)	\$900
Insurance	\$1,500
Wall Repair	In Kind
Lodging	\$2,000
TOTAL PROJECT EXPENSES:	\$16,000

INCOME:	
REQUESTED M-AAA FUNDING * Approved and received 03/29/13	\$8,000
Requested Local Funding—City of Conway * Pending	\$8,000
TOTAL PROJECT INCOME:	\$16,000

Activities Schedule:

- April 30-May 2: The initial dialogue phase involves two community town hall meetings, which will introduce the project. At these meetings we will ask for volunteers to commit to being a part of the mural design team.
- May 6-24: The mural design team will hold 10 workshops and facilitate discussion on the direction of the mural's composition.
- May 25-31: During this time the artist will finalize the preliminary draft to be approved by the design team on the 30th.
- June 1: The artist will present his preliminary mural design for approval to partners on the mural committee, including the Conway Public Art Committee and the building owner.
- June 8-July 10: Painting phase. The artist will hold community paint days during the first two weekends and invite students from local universities and schools, as well as community volunteers to help on-site.
- July 4: Dedication ceremony

Contact Information

- Jordan Karpe, Lead Artist

Phone: (501) 773 7484

Email: jordankarpe290@gmail.com

- Kim Williams, Executive Director, Conway Downtown Partnership

Phone: (501) 932 5407

Email: Kim@ConwayArkansas.org

- Gayle Seymour, Professor and Associate Dean, University of Central Arkansas

Phone: (501) 450 5782

Email: gayles@uca.edu

**About the Artist*

Jordan Karpe is an alumnus of the University of Central Arkansas. Graduating *summa cum laude* with a bachelor's degree in Studio Art, his Honors College Thesis involved researching and implementing a mural inside Farris Hall dormitory. Shortly after graduating in Spring 2013, he was awarded an apprenticeship position through Mid-America Arts Alliance with nationally recognized muralist, Dave Loewenstein, to help coordinate, design, and implement a community mural in Arkadelphia, AR. Primarily interested in public and community art, Karpe is pursuing opportunities to share and implement the art of mural making in Arkansas.

***Attached is a copy of the M-AAA Grant Award document.*

CONWAY Mural Project - Artist Agreement

This agreement made and entered into by and between the City of Conway and hereinafter called the OWNER, and Jordan Karpe, hereinafter called the ARTIST.

Recitals

WHEREAS, the OWNER requires the services of an artist to paint a mural on the wall of Conway, Arkansas.

WHEREAS, OWNER has determined that the ARTIST is best qualified to paint the mural desired based upon the skill, reputation and creativity of the ARTIST; and

WHEREAS, the ARTIST is known to paint murals of recognized quality and is able and willing to perform under the terms and conditions of this Contract;

NOW THEREFORE, in consideration of the foregoing promises and the covenants set forth below, the parties hereto agree as follows:

1. Final Design

The ARTIST shall present the final design to the _____ for approval prior to the painting of the Mural.

2. Creation and Installation

The ARTIST represents and warrants that the Mural to be created is an original work of art and that the Mural shall be a faithful rendition of the preliminary design submitted by the ARTIST and approved by the _____. The ARTIST shall create and be responsible for installation of Mural. The ARTIST agrees to have the Mural completely installed by July 4, 2013.

If work on the Mural is delayed by adverse weather conditions, or any other cause beyond the ARTIST'S reasonable control, then the completion date shall be extended for such reasonable time as the parties may agree.

3. Permits

The OWNER agrees to procure all necessary permits including any easements, encroachment permits, signage permits, scaffolding permits, alley closure permits or otherwise.

4. Amount of Payment

The OWNER agrees to pay the ARTIST a total of \$8,000 for his work in the creation of the mural and direction of volunteers and assistants who will

collaborate with the ARTIST.

5. Method of Payment

To Jordan Karpe

\$2500 upon the signing of this agreement by both parties.

\$2500 upon approval of the final design.

\$3000 upon completion of the Mural as determined by ARTIST.

6. Timely Payment

If the OWNER fails to make any payment within 14 days of the date it is due or the date the criterion is completed (as specified In Section 5 above), the ARTIST may cease all work and the completion date of the project shall, at the ARTIST'S discretion, be adjusted accordingly.

7. Tools and Supplies

The OWNER shall reimburse the ARTIST for all materials needed for the creation of the mural including design supplies, paint, brushes, and primer.

8. Travel, food and lodging

The OWNER shall reimburse the ARTIST or provide for travel, food and lodging for the ARTIST during the course of the project.

9. Mural Maintenance

The OWNER recognizes that the maintenance of the Mural on a regular basis is essential to the integrity of the Mural. Therefore, for the length of time that the Mural is on the site, the OWNER shall be responsible for maintaining and repairing the Mural under the ARTIST'S supervision. If the ARTIST fails or refuses to supervise such maintenance and repairs, the OWNER shall have the right to do so.

10. Copyright

The ARTIST reserves to himself all copyrights in the Mural, the preliminary design and any incidental works made in the creation of the Mural. The ARTIST agrees not to unreasonably refuse the OWNER permission to reproduce the Mural for noncommercial purposes.

11. Insurance

The OWNER shall obtain and keep in force a comprehensive general liability insurance policy, in standard form, protecting against any and all liabilities arising out of or related to the installation and maintenance of the Mural.

12. Termination

Either party may terminate this agreement for cause if the other party fails to perform any material obligation hereunder. In the event the ARTIST abandon the Mural, defaults on any material term of this agreement or otherwise causes it to be terminated without cause prior to completion of the work, the ARTIST shall not

be owed or paid any further compensation by the OWNER. If the OWNER fails to perform any material obligation hereunder, including failure to pay the ARTIST, the ARTIST may cease work and exercise any remedies available in law or equity.

13. Entire Agreement

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

14. Choice of Law

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

Dated:

Name of ARTIST:

Dated:

OWNER: City of Conway, Arkansas

MEMORANDUM

TO: Mayor Tab Townsell

FROM: Felicia Rogers
Executive Assistant to the Mayor

DATE: April 5th, 2013

REFERENCE: 2013 Annual Gasoline and Diesel Bids

I have listed below the summary of the bids opened at 10:00 AM on Thursday, April 4th, 2013 in the Downstairs Conference Room for the 2013 gasoline and diesel utilized by the City Department.

They were as follows:

	<u>Bid in \$ per Gallon</u>	
	<u>Satterfield</u>	<u>Knox Nelson</u>
<u>Regular Unleaded Gasoline (87 min Octane) (No Ethanol)</u>		
Posted Rack Average Price by dtn Fastracks	\$2.9749	\$2.9949
Amount Added to Bidder (Exclude Taxes)	\$.0300	\$.0700
Total Estimated Amount (Without Taxes)	\$3.0049	\$3.0649
<u>Regular Unleaded Gasoline (87 min Octane) (10 % Max Ethanol)</u>		
Posted Rack Average Price by dtn Fastracks	\$2.79957	\$2.8120
Amount Added to Bidder (Exclude Taxes)	\$.0300	\$.0700
Total Estimated Amount (Without Taxes)	\$2.8257	\$2.8820
<u>Diesel Fuel (Off road red dye) (5% Max BioDiesel – sequentially blended as per BQ-9000 – No splash bending approximately \$90,000 gallons per year)</u>		
Posted Rack Average Price by dtn Fastracks	\$3.2241	\$3.2417
Amount Added to Bidder (Exclude Taxes)	\$.0550	\$.0700
Total Estimated Amount (Without Taxes)	\$3.2791	\$3.3117

Please advise if you have any questions.



City of Conway
Office of the Mayor

Mayor Tab Townsell
www.cityofconway.org

**INVITATION
TO THE VENDOR ADDRESSED:**

Bidders are invited to furnish the items listed herein in accordance with the terms and conditions attached. Sealed bids must be in the Office of the Mayor; no later than **10:00am, Thursday, April 4, 2013** at which time all bids will be opened and read in the Downstairs Conference Room in City Hall. Successful bidders will receive purchase order, within 30 days after City Council approval, if necessary. **Unsigned bids will be rejected.**

Invitation to Bid No. 2013-06 (Rebid)
Gasoline & Diesel Annual Bid

2013 Bid Specifications:

Gasoline and diesel to be delivered to the City of Conway Street Department, Physical Plant, Parks & Recreation and Sanitation Department upon request and in amounts requested: The bid amount should reflect the bidder's differential cost, for transportation, overhead and profit that will be added to the Rack Average price on **Wednesday, April 3, 2013** as listed on the dtnFastRacks (by Schneider Electric) for that date to arrive at the total price that would be charged the city. The bid will be evaluated on the basis of the differential cost or "Amount added by Bidder" listed below. The bid shall be accompanied a copy of the applicable portion dtnFastRacks for that date. In addition, each invoice shall include a copy of dtnFastRacks presenting the Rack Average for the date of delivery.

1. Regular unleaded Gasoline (87 min Octane) (no ethanol) - approximately 90,000 gallons per year
 - *Posted Rack Average Price by dtn Fastracks \$ 2.9749 Per Gallon
 - Amount added by Bidder (Exclude Taxes)** \$.0300 Per Gallon
 - TOTAL ESTIMATED AMOUNT (without taxes) \$ 3.0049 Per Gallon

- 1A. Regular unleaded Gasoline (87 Min. Octane)(10% Max. Ethanol) - approximately 90,000 gallons per year
 - *Posted Rack Average Price by dtn Fastracks \$ 2.7957 Per Gallon
 - Amount added by Bidder (Exclude Taxes)** \$.0300 Per Gallon
 - TOTAL ESTIMATED AMOUNT. (without taxes) \$ 2.8257 Per Gallon

2. Diesel Fuel (Off road red dyed)(5% Max. BioDiesel sequentially blended as per BQ-9000 – No splash blending) Approximately 90,000 gallons per year.
 - *Posted Rack Average Price by dtn Fastracks \$ 3.2241 Per Gallon
 - Amount added by Bidder (Exclude Taxes)** \$.0550 Per Gallon
 - TOTAL ESTIMATED AMOUNT. (without taxes) \$ 3.2791 Per Gallon



City of Conway – Mayor's Office
Bid Number: 2013-06 (Gasoline & Diesel Bids)
Bid Opening Date: Thursday, April 4th, 2013
City Hall, Downstairs Conference Room @ 10:00am

Authorized Agent Bidding on this project:

M. M. Satterfield Oil Co.

Company Name

Branch Satterfield

Company Representative Name

Branch Satterfield

Representative's Signature

4/4/13

Date

PO Box 1080

Address

bsatterfield@conwaycorp.net

Email Address

Conway

City

AR

State

72033

Zip

501-327-7714

Telephone Number

501-327-2321

Fax Number

Unsigned bids will be rejected:



City of Conway
Office of the Mayor

Mayor Tab Townsell
www.cityofconway.org

INVITATION
TO THE VENDOR ADDRESSED:

Bidders are invited to furnish the items listed herein in accordance with the terms and conditions attached. Sealed bids must be in the Office of the Mayor; no later than 10:00am, Thursday, April 4, 2013 at which time all bids will be opened and read in the Downstairs Conference Room in City Hall. Successful bidders will receive purchase order, within 30 days after City Council approval, if necessary. Unsigned bids will be rejected.

Invitation to Bid No. 2013-06 (Rebid)
Gasoline & Diesel Annual Bid

2013 Bid Specifications:

Gasoline and diesel to be delivered to the City of Conway Street Department, Physical Plant, Parks & Recreation and Sanitation Department upon request and in amounts requested: The bid amount should reflect the bidder's differential cost, for transportation, overhead and profit that will be added to the Rack Average price on Wednesday, April 3, 2013 as listed on the dtnFastRacks (by Schneider Electric) for that date to arrive at the total price that would be charged the city. The bid will be evaluated on the basis of the differential cost or "Amount added by Bidder" listed below. The bid shall be accompanied a copy of the applicable portion dtnFastRacks for that date. In addition, each invoice shall include a copy of dtnFastRacks presenting the Rack Average for the date of delivery.

1. Regular unleaded Gasoline (87 min Octane) (no ethanol) - approximately 90,000 gallons per year
- | | |
|---|-----------------------------|
| *Posted Rack Average Price by dtn Fastracks | \$ <u>2.9949</u> Per Gallon |
| Amount added by Bidder (Exclude Taxes) | \$ <u>.0700</u> Per Gallon |
| TOTAL ESTIMATED AMOUNT (without taxes) | \$ <u>3.0649</u> Per Gallon |
- 1A. Regular unleaded Gasoline (87 Min. Octane)(10% Max. Ethanol) - approximately 90,000 gallons per year
- | | |
|---|-----------------------------|
| *Posted Rack Average Price by dtn Fastracks | \$ <u>2.8120</u> Per Gallon |
| Amount added by Bidder (Exclude Taxes) | \$ <u>.0700</u> Per Gallon |
| TOTAL ESTIMATED AMOUNT. (without taxes) | \$ <u>2.8820</u> Per Gallon |
2. Diesel Fuel (Off road red dyed)(5% Max. BioDiesel sequentially blended as per BQ-9000 – No splash blending) Approximately 90,000 gallons per year.
- | | |
|---|-----------------------------|
| *Posted Rack Average Price by dtn Fastracks | \$ <u>3.2417</u> Per Gallon |
| Amount added by Bidder (Exclude Taxes) | \$ <u>.0700</u> Per Gallon |
| TOTAL ESTIMATED AMOUNT. (without taxes) | \$ <u>3.3117</u> Per Gallon |



City of Conway – Mayor's Office
Bid Number: 2013-06 (Gasoline & Diesel Bids)
Bid Opening Date: Thursday, April 4th, 2013
City Hall, Downstairs Conference Room @ 10:00am

Authorized Agent Bidding on this project:

Knox Nelson Oil Company
Company Name

Josh Casada
Company Representative Name

Josh Casada
Representative's Signature

4/4/2013
Date

1705 Mayor Lane
Address

jcasada@knoxnelsonoil.com
Email Address

Conway
City

AR
State

72032
Zip

870-489-2678
Telephone Number

870-534-7307
Fax Number

Unsigned bids will be rejected:

MEMORANDUM

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.
CITY ENGINEER

DATE: April 5, 2013

REFERENCE: Asphalt Purchasing

Act 756 of 2009 allows cities to obtain asphalt (as well as motor fuels) without soliciting bids. In order to secure a contractor for our asphalt paving work I obtained quotes from several contractors. The results of the quotes for several our 2013 paving projects are as follows:

Redstone Construction

In Place Asphalt Surface (PG 70-22)	\$76.00/Ton	
In Place Asphalt Surface (PG 64-22)	\$74.00/Ton	
In Place Asphalt Binder (PG 64-22)	\$69.00/Ton	
TOTAL FOR PROJECTS LISTED		\$1,089,500

Asphalt Pavers, Inc.

In Place Asphalt Surface (PG 70-22)	\$80.45/Ton	
In Place Asphalt Surface (PG 64-22)	\$74.50/Ton	
In Place Asphalt Binder (PG 64-22)	\$69.63/Ton	
TOTAL FOR PROJECTS LISTED		\$1,131,223.00

J's Construction

In Place Asphalt Surface (PG 70-22)	\$92.25/Ton	
In Place Asphalt Surface (PG 64-22)	\$87.75/Ton	
In Place Asphalt Binder (PG 64-22)	\$84.65/Ton	
TOTAL FOR PROJECTS LISTED		\$1,319,015.00

I am requesting approval to proceed with utilizing Redstone Construction for our asphalt paving work for the projects listed below.

The initial street paving projects for 2013 are as follows:

	<u>Date Available</u>	<u>Approx. Quantity</u>
1. Washington Ave. + Roundabout (New Constr.)	April 22	1,300 Tons (70-22PG)
2. Lower Ridge Rd @ U.S. 65 (New Constr.)	May 6	600 Tons (70-22 PG)
3. Griffin Street – Bruce to McKay (New Constr.)	May 6	400 Tons (64-22 PG)
4. Phippenpost Streets - Overlay	May 6	1,000 Tons (64-22PG)
5. Farris Road - Bruce to College - Overlay	May 20	500 Tons (70-22PG)
6. Marlesgate (Quail Creek) - Overlay	May 20	500 Tons (64-22PG)
7. Sherman Oaks - Overlay	May 20	400 Tons (64-22PG)
8. Middle Road – Amity to Southerland (New Constr.)	Aug 1	1,200 Tons (70-22PG)
9. Lexington – Prince to Country Club (New Constr)	October 1	900 Tons (64-22PG)
10. Favre Ln. – S. Donaghey to Pyramid (overlay)	October 15	800 Tons (70-22PG)
11. Oak Street – Court to Harkrider	October 15	500 Tons (70-22PG)
12. Airport Entrance Road (New airport off Lollie Rd.)	October 15	<u>6,600 Tons</u> (70-22PG)
TOTAL ESTIMATED ASPHALT REQUIRED IN 2013		14,600 Tons

CITY OF CONWAY, ARKANSAS
ASPHALT & RELATED WORK
ASPHALT TO BE USED DURING 2013

TABULATION OF QUOTES RECEIVED April 5, 2013 10:00 AM

DESCRIPTION	ESTIMATED QUANTITY	UNITS	REDSTONE CONSTR.		ASPHALT PAVERS, INC		J'S CONSTRUCTION		REDSTONE 2012 QUOTES	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1 ASPHALT HOT MIX SURFACE COURSE (70-22 PG)	8,600.00	TON	\$76.00	\$653,600.00	\$80.45	\$691,870.00	\$92.25	\$793,350.00	\$79.00	\$679,400.00
2 ASPHALT HOT MIX BINDER COURSE (64-22 PG)	3,000.00	TON	\$74.00	\$222,000.00	\$74.50	\$223,500.00	\$87.75	\$263,250.00	\$77.00	\$231,000.00
3 ASPHALT HOT MIX BINDER COURSE	3,100.00	S.Y.	\$69.00	\$213,900.00	\$69.63	\$215,853.00	\$84.65	\$262,415.00	\$73.50	\$227,850.00
TOTAL AMOUNT				\$1,089,500.00		\$1,131,223.00		\$1,319,015.00		\$1,138,250.00



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

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

April 3, 2013

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

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

Dear Mayor Townsell:

Our right of way acquisition consultant (OR Colan & Associates) has submitted for consideration the attached list of appraised values for several of the additional parcels of right of way required for the initial stage (HWY 365 to Sturgis Road) of this project.

This list includes a modification of the Tract 75X offer to include the purchase of the uneconomical remnant if the owner desires. The purchase of the uneconomical remnant is also an option on Tracts 71X and 73X.

Tract 71X and 73X include a relocation cost assistance cost for adjustments required to a relocate to a similar size and condition residence in other parts of the area. This item is a price differential payment (PDP) as described in the Relocation Assistance Program.

I am requesting approval of the amounts shown on the attached summary. If these values are considered appropriate, a letter will be forwarded to each of these parties making an offer to acquire these properties at the amount listed.

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

If you have questions, please call.

Thanks,

Ronnie Hall, P.E.

CITY OF CONWAY
 CONWAY WESTERN LOOP (BAKER WILLS PARKWAY)
 South Interchange - Right of Way Acquisition
 Summary of Appraised Value (By OR Colan & Associates)
 April 3, 2013

		Area Acquired (Sq. Ft.)	Market Value	Temp. Constr. Esm,t	Cost to Cure	Damages	Total Amount for Right of Way	Owners Option Uneconomical Remnant	Elgible Relocation Assistance
75X (Rev.)	James Brownlee	21,693	\$ 28,200	\$ 50		\$ 4,100	\$ 32,350	\$ 1,700	
43	Carroll & Beverly Strickland	6,249	\$ 2,500			\$ 1,700	\$ 4,200		
51	Martin & Kimberly Rappold	5,266	\$ 1,100	\$ 350			\$ 1,450		
56	Jerry & Sandra Meyer		\$ -	\$ 200			\$ 200		
71X	Valvia Smith	18,366	\$ 58,500	\$ 50		\$ 6,100	\$ 64,650	\$ 2,400	\$ 13,400
72	Ellis Maltbia	21,363	\$ 22,250			\$ 5,550	\$ 27,800		
73X	Charles & Frankie Collins	53,713	\$ 28,600	\$ 100		\$ 3,800	\$ 32,500	\$ 3,600	\$ 27,500
74	Ada Radliff	5,398	\$ 1,900	\$ 275			\$ 2,175		

Site Name: Conway Irby

Site Number:

GROUND OPTION AND LEASE AGREEMENT

This Ground Lease ("Lease") is made and entered into by and between the City of Conway, having an address at 1201 Oak Street Conway, Arkansas 72032, hereinafter referred to as "Landlord," and Gridiron Towers, LLC, an Oklahoma limited liability company, having an address at: 1619 East 36th Place, Tulsa OK 74105, hereinafter referred to as "Tenant."

WHEREAS, Landlord is the fee owner of property with an address of 2110 Winsdorsor Park Drive Conway, Arkansas located in the City of Conway, County of Faulkner, State of Arkansas legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord's Parcel for Tenant's use, as set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

- a. Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

Approximate dimensions: 75' x 75'

Approximate square footage: 5,625

Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

- b. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect

- or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.
- c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand dollars (\$1000.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional One Thousand dollars (\$1000.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.
 - d. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. If Tenant exercises the Option, then Landlord shall lease the Leasehold Parcel to the Tenant on, and subject to, the terms and conditions of this Lease.
2. Grant of Easements. Landlord hereby grants to Tenant an access easement thirty (30) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,
- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels,
 - b. The right to improve an access road within the Access Easement Parcel,
 - c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,
 - d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
 - (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and
 - (ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and
 - e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to

be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.

3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.
4. Term of Lease. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date (as hereinafter defined) and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to five (5) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 12 and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
7. Base Rent. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of One Thousand dollars (\$1000.00) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten (10%) percent over the previous term's Rent.
9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. The word "utilities" shall mean any service that

is necessary for the Tenant to conduct its operations on the Premises and “utility services” shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.

10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord’s Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant’s Improvements. Tenant shall pay to Landlord upon Landlord’s demand, any increase in real property taxes levied against Landlord’s Parcel which is attributable to Tenant’s use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant’s Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord’s requests to Tenant for reimbursement of such property taxes should be addressed to:

Gridiron Towers, LLC
1619 East 36th Place
Tulsa, Oklahoma, 74105

In order to ensure that Tenant’s leasehold interest is not extinguished in the event that the real property taxes related to Landlord’s Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord’s Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant’s proportionate share thereof.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including, if applicable, snow removal if Tenant has exclusive control over its access road, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant’s Premises. Landlord’s maintenance shall include, but is not limited to, if applicable, to snow removal if all of part of Access Easement is shared between the parties.
12. Mutual Indemnification.
- a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing,

Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.

- b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
 - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.
13. Insurance. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
14. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.
15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect

an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.
18. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord make seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer Landlord's Interest (collectively, the "Right of First Refusal Notice"). Tenant shall have forty-five (45) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period").

If Tenant elects to so purchase Landlord's Interest, Tenant shall give to Landlord written notice thereof within said Tenant Approval Period ("Acceptance Notice"). If Tenant delivers an Acceptance Notice as provided herein, then Landlord and Tenant shall enter into a mutually acceptable purchase and sale agreement pertaining to such Landlord's Interest (the "Purchase and Sale Agreement"), reflecting the terms of the Offer, as well as other customary covenants, representations and warranties contained in purchase and sale agreements for similar acquisitions in the metropolitan area in which the Premises is located. The parties agree to act reasonably and cooperatively in negotiating, executing and delivering the Purchase and Sale Agreement. Except as otherwise specified in the Offer, at the closing for the sale of all or any part of the Premises, Landlord shall deliver to Tenant a special warranty deed (or local equivalent), sufficient to convey to Tenant fee simple title. In the case of an assignment of the Lease or the grant of an easement, Landlord shall instead deliver to Tenant a customary assignment of the Lease or a customary easement.

If Tenant does not exercise the Right of First Refusal during the Tenant Approval Period, then Landlord may proceed to transfer Landlord's Interest upon the same terms and conditions set forth in the Offer; provided such transfer occurs within three (3) months following the end of the Tenant Approval Period, the transfer is made in accordance with all the other terms and conditions of this Lease, and such purchaser assumes the obligations

of Landlord under this Lease including, without limitation, this Right of First Refusal which shall be an ongoing Right of First Refusal during the lease term. If Landlord has not transferred Landlord's Interest within such three (3) month period, or in the event any terms or conditions of the proposed deal change from the terms and conditions provided in the initial Right of First Refusal Notice, then Landlord shall not thereafter transfer Landlord's Interest to an unrelated third party without first renewing the Right of First Refusal Notice to Tenant in the manner provided above. Tenant's failure to exercise its Right of First Refusal or its express waiver of its Right of First Refusal in any instance shall not be deemed a waiver of Tenant's Right of First Refusal for subsequent instances when Landlord proposes to transfer Landlord's Interest to an unrelated third party during the lease term. Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted, except to the extent set forth in this Section.

19. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises.
20. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements.
21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
22. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.
23. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon.

24. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight deliver service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT:

Gridiron Towers, LLC
1619 East 36th Place
Tulsa, OK 74105
Phone: 1-918-645-2162

LANDLORD:

City of Conway
1201 Oak Street
Conway, AR 72032
Phone: 501-513-3561

25. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
26. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
27. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
28. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Also, that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.

29. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
30. Modifications. This Lease may not be modified, except in writing signed by both parties.
31. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
32. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
33. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
34. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
35. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.
36. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.
37. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy of image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

Site Name: Conway Irby

Site Number:

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD: City of Conway

TENANT: Gridiron Towers, LLC
an Oklahoma limited liability company

By: _____

By: _____

Printed: _____

Printed: David Reuter

Title: Mayor

Title: Managing Member

Date: _____

Date: _____

Site Name: Conway Irby

Site Number:

STATE OF ARKANSAS)

COUNTY OF FAULKNER)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that he signed the said Lease as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF OKLAHOMA

COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Managing Member, for Gridiron Towers, LLC, an Oklahoma limited liability company, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

Exhibit A

Legal Description

LESSEE'S LEASE SITE DESCRIPTION

A tract of land lying in and being part of Lot 63R, WINDSOR PARK SUBDIVISION, a Replat of Lot 63, WINDSOR PARK SUBDIVISION, in the City of Conway, lying in the East Half (E/2) of the Southeast Quarter (SE/4) of Section 34 and also lying in the West Half (W/2) of the Southwest Quarter (SW/4) of Section 35, Township 6 North, Range 14 West, Faulkner County, Arkansas according to the recorded plat thereof, as described in Document Number 2001-7522, Deed Records of Faulkner County, Arkansas; Said tract being more particularly described as follows:

Commencing at a 1/2" iron rod found for the Southwest corner of said Lot 63R;
Thence S 87°57'57" E on the South line of said Lot 63R, also being the North Public Right-of-way line of Irby Drive, a distance of 32.24 feet to a point on said South line;
Thence N 02°02'03" E perpendicular to said South line, a distance of 71.62 feet to a 1/2" iron rod set for the Southwest corner, said corner being the Point of Beginning; Thence N 28°13'57" W a distance of 75.00 feet to a 1/2" iron rod set for the Northwest corner; Thence N 61°46'03" E a distance of 75.00 feet to a 1/2" iron rod set for the Northeast corner; Thence S 28°13'57" E a distance of 75.00 feet to a 1/2" iron rod set for the Southeast corner; Thence S 61°46'03" W a distance of 75.00 feet to the Point of Beginning, containing 5,625.00 square feet or 0.129 acres, more or less.

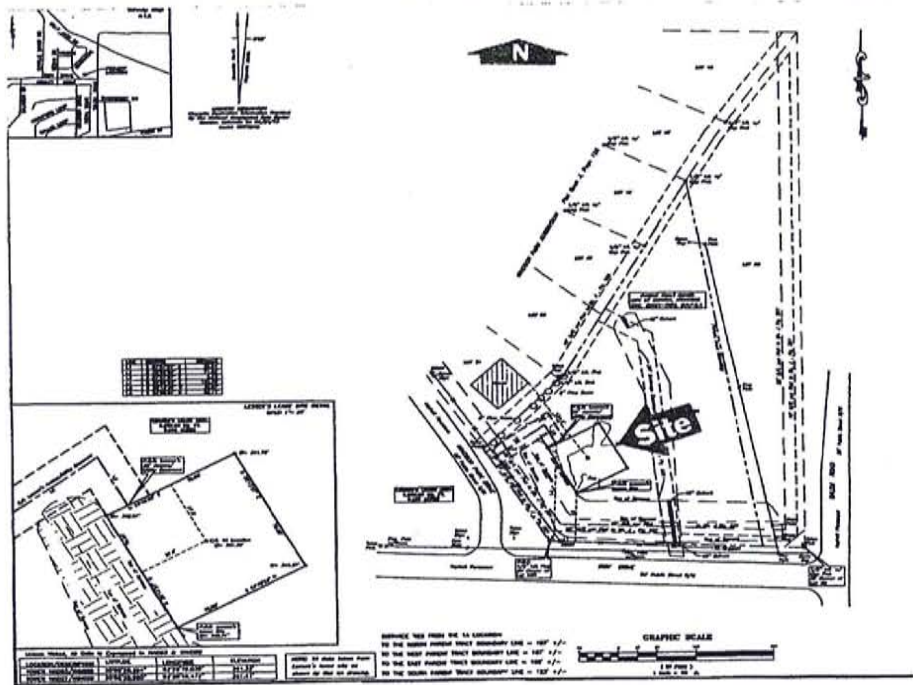
LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION

A 25.00 foot wide easement for ingress, egress and utility purposes crossing a part of Lot 63R, WINDSOR PARK SUBDIVISION, a Replat of Lot 63, WINDSOR PARK SUBDIVISION, in the City of Conway, lying in the East Half (E/2) of the Southeast Quarter (SE/4) of Section 34 and also lying in the West Half (W/2) of the Southwest Quarter (SW/4) of Section 35, Township 6 North, Range 14 West, Faulkner County, Arkansas according to the recorded plat thereof, as described in Document Number 2001-7522, Deed Records of Faulkner County, Arkansas; Said easement being 12.50 feet on each side of the following described centerline:

Commencing at a 1/2" iron rod found for the Southwest corner of said Lot 63R;
Thence S 87°57'57" E on the South line of said Lot 63R, also being the North Public Right-of-way line of Irby Drive, a distance of 5.23 feet to a point on said South line; Thence N 02°02'03" E perpendicular to said South line, a distance of 142.70 feet to the Point of Beginning on the North line of the 0.129 acre Lessee's Lease Site; Thence N 28°13'28" W a distance of 32.07 feet to a point; Thence S 54°08'07" W a distance of 86.11 feet to the Point of termination on the East Public Right-of-way line of Windsor Park Drive. Side lines of said easement to be shortened or extended such as to begin on the North line of said 0.129 acre Lessee's Lease Site and terminate on the East Public Right-of-way line of Windsor Park Drive.

Exhibit B

Site Plan



**Conway Irby-
City of Conway**
Irby Rd. & Windsor Park Dr.
Conway, AR 72034

Facing Northeast



PROPOSED



COPYRIGHT © 2013 W-T COMMUNICATION DESIGN GROUP, LLC.

Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

**Conway Irby-
City of Conway**
Irby Rd. & Windsor Park Dr.
Conway, AR 72034

Facing West



PROPOSED



COPYRIGHT © 2013 W-T COMMUNICATION DESIGN GROUP, LLC.

Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.



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

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 3725 COLLEGE AVENUE (BACK ACHERS RANCH) FROM A-1 TO O-1:

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

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

Being a part of the N ½ SE ¼, of Section 9, t-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at the NW corner of the NE ¼ SE ¼ of said Section 9; thence N 89°56'10" E along the North line of said NE ¼ SE ¼ 372.6 feet; thence S 0°28'26"W 400.0 feet; thence S 89°56'20"W 624.8 feet; thence N 9°17'47" East 404.29 feet to the North line of the NW ¼ SE ¼ of said Section 9; thence N 89°36'36" E 190.2 feet to the point of beginning, containing 5.45 acres, more or less.

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

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

PASSED this 9th day of April, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

January 24, 2013

Council Members
Conway, AR 72032

Dear Council Members:

Letitia McMaster's request for a rezoning from A-1 to O-1 for property that is located at 3725 College Avenue with the legal description

Being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$, of Section 9, T-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9; thence N 89°56'10" E along the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ 372.6 feet; thence S 0°28'26"W 400.0 feet; thence S 89°56'20"W 624.8 feet; thence N 9°17'47" East 404.29 feet to the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9; thence N 89°36'36" E 190.2 feet to the point of beginning, containing 5.45 acres, more or less.

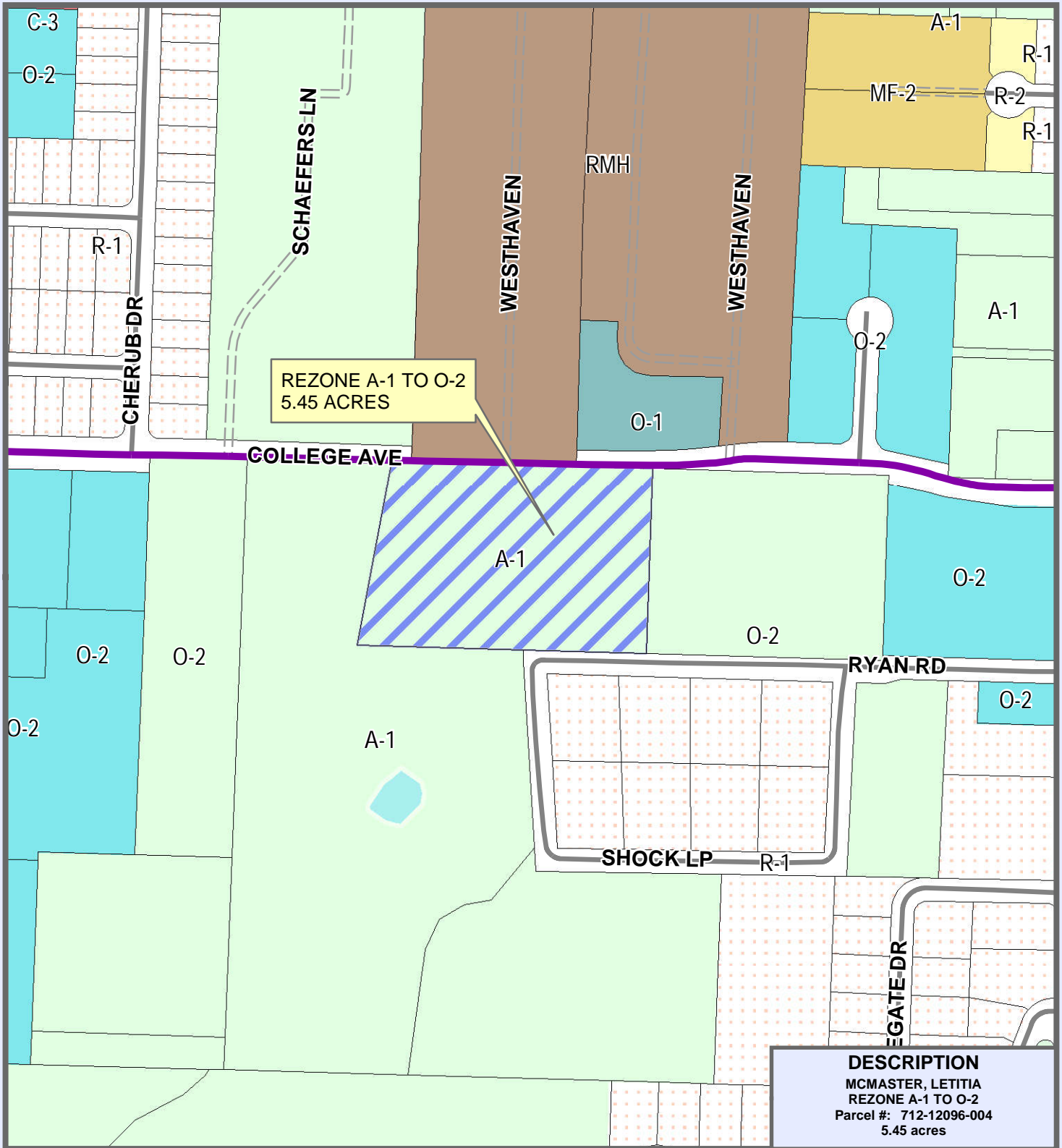
was reviewed by the Planning Commission at their regular meeting on January 23, 2013. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval.

Sincerely,

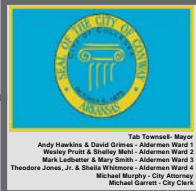
Jon Arms, Chair
Planning Commission

CITY OF CONWAY

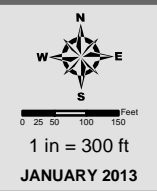
MCMMASTER REZONE A-1 TO O-1



DESCRIPTION
MCMMASTER, LETITIA
REZONE A-1 TO O-2
Parcel #: 712-12096-004
5.45 acres



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



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

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

Printing Date: 1/6/2013
 File Name: Map20130101.MCMMASTER REZ.mxd
 Prepared By: Jason Lyon



CONWAY PLANNING COMMISSION

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

January 24, 2013

Council Members
Conway, AR 72032

Dear Council Members:

Letitia McMaster's request for a Conditional Use Permit to allow a public stable, restaurant, and arena/events center for property that is located at 3725 College Avenue with the legal description

Being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$, of Section 9, t-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9; thence N 89°56'10" E along the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ 372.6 feet; thence S 0°28'26"W 400.0 feet; thence S 89°56'20"W 624.8 feet; thence N 9°17'47" East 404.29 feet to the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9; thence N 89°36'36" E 190.2 feet to the point of beginning, containing 5.45 acres, more or less.

was reviewed by the Planning Commission at their regular meeting on January 23, 2013. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval subject to the following stated conditions.

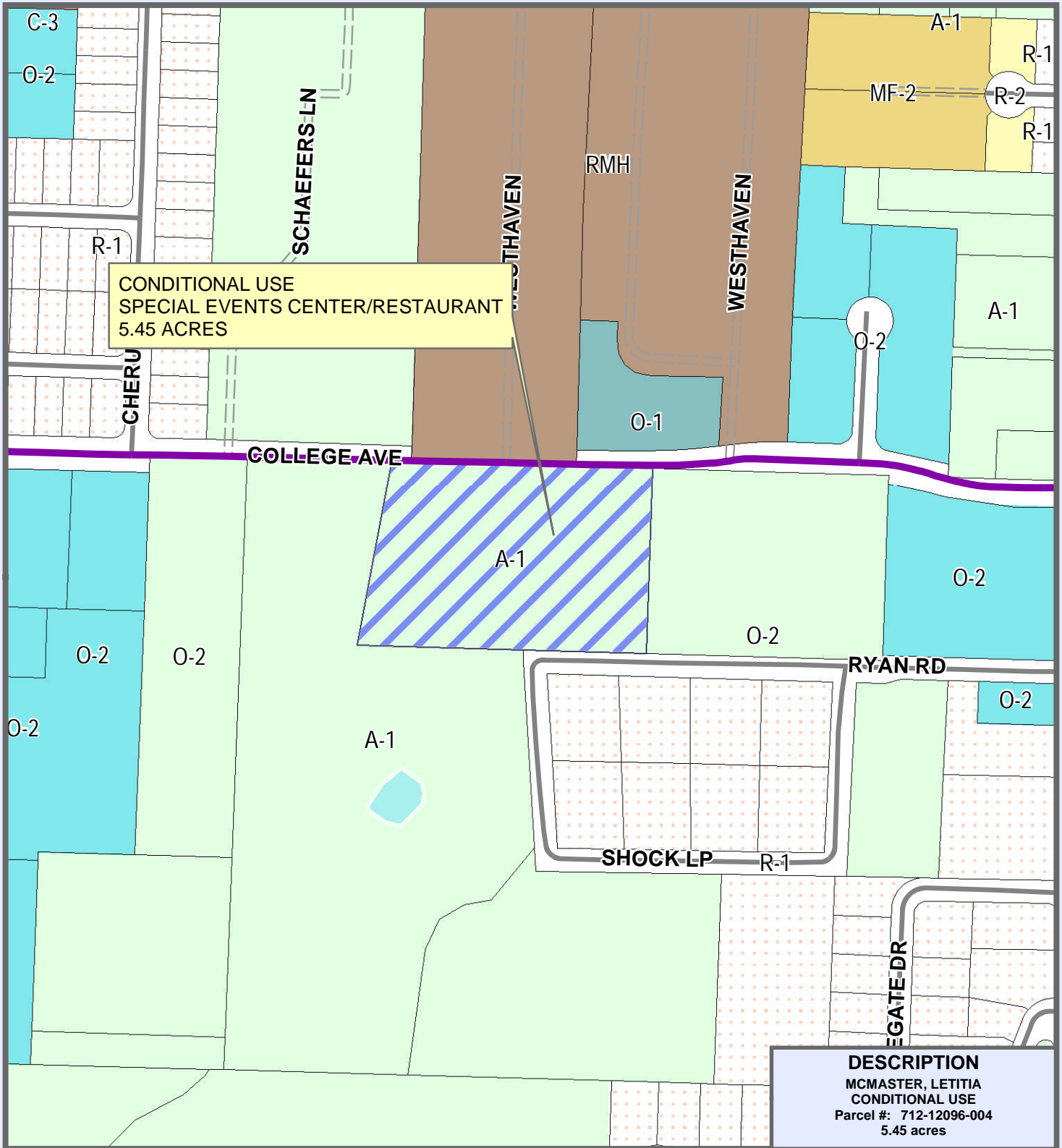
1. Restaurant hours of operation are limited to 11:00 a.m. to 11:00 p.m.
2. Restaurant shall not have drive through service.
3. Outdoor sound system use is limited to 10:00 p.m.
4. Additional parking spaces are required for restaurant. Design and number of spaces must meet development review standards. Gravel overflow parking areas are allowed for the event center. Additional parking details shall be developed with the Planning staff.
5. Landscaping required per development review standards.
6. All lighting must be inward, downward, and shrouded.
7. The conditional use is valid for one (1) year. Applicant must return in February 2014 for review and reapproval.

Sincerely,

Jon Arms, Chair
Planning Commission

CITY OF CONWAY

MCMMASTER REZONE CONDITIONAL USE



Tab Townsend - Mayor
 Andy Hawkins & David Grimes - Aldermen Ward 1
 Wesley Pruitt & Shelby Meek - Aldermen Ward 2
 Mark Ledbetter & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
 Michael Murphy - City Attorney
 Michael Barnett - City Clerk

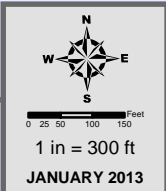


Bryan Patrick - Director
 Wes Cristler - Deputy Director
 Christy Sutherland - Planner
 Linda Rice - Planning Tech
 Jason Lyon - GIS Coordinator



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

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



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

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

Printing Date: 1/6/2013
 File Name: Map20130101.MCMMASTER CU.mxd
 Prepared By: Jason Lyon

AGREEMENT IN LIEU OF OUTSTANDING LEASE PAYMENTS

I, Donald Moss, individually and d/b/a PO Boys Concessions, agree to the following terms:

Donald Moss, individually and d/b/a PO Boys Concessions agrees to pay the Conway Parks and Recreation Department the sum of Five Hundred, Ninety-Nine Dollars and Sixty-Five Cents (\$599.65) as a partial payment on the Concession Stand Lease for Don Owen Softball Complex for the years ending 2011 and 2012.

Donald Moss, individually and d/b/a PO Boys Concessions agrees to give, sell, transfer and convey the equipment listed on "Attachment A" to the Conway Parks and Recreation Department in the estimated value amount of Two-Thousand, Eight Hundred, Twenty-Six Dollars (\$2,826.00) in lieu of paying the remaining debt owed to the Conway Parks and Recreation Department for the Concession Stand Lease for Don Owen Softball Complex for the years ending 2011 and 2012.

The above is accepted and agreed to this 26th day of March, 2013.

By: Donald Moss
Individually
and d/b/a
PO Boys Concessions

By: _____
Tab Townsell, Mayor, City of Conway

BILL OF SALE
Attachment A

That I, Donald Moss, do hereby swear that on March 26th, 2013, have sole ownership interest, free and clear of any lien or encumbrance except any which might be asserted by the City of Conway, and hereby sell, give, convey and transfer all rights, title and interest in the following described equipment:

Ice Maker- Scotsman Prodigy- Model C0530-MW-1A- Serial #0801132001404
Estimated Value- \$2,300.00

Deep Fryer- Star Deep Fryer- Model 301 HLD- Serial #D3010535
Estimated Value- \$400.00

Microwave- Kenmore- Model 998012- Serial #A109X699Q01
Estimated Value- \$26.00

Ice Cream Freezer- Caravell- Model 335-938- Serial #95011474
Estimated Value- \$100.00

That this conveyance is in consideration of and given and transferred in lieu of the amount of Two Thousand, Eight Hundred, Twenty-Six Dollars (\$2,826.00) which I am indebted to the City of Conway. I further swear as seller that I am the owner of the above described equipment and have full right and power to convey the same.

Dated this 26th day of March, 2013.

I declare and affirm under the penalties of perjury that this information has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Seller Signature:

Donald Moss

Seller Address:

8 Charing Cross Rd.

Conway AR 72034



Parks and Recreation

Please Remit Payment To:
Conway Parks and Recreation
10 Lower Ridge Road
Conway AR 72032
Attn: Rhonda Cox

DATE: May 24, 2012
INVOICE # 120524-003DO

BILL TO:

PO-BOYS CONCESSIONS
2570 Remington Road
Conway AR 72032
Attn: Tony Robinson

Re:

Don Owen Softball Complex Concession
Annual 10% Commission Check
Audited Year 2011

2011 Annual 10% Commission	\$	1,540.75
<small>Audited Year 2011 Gross Receipts \$15,407.50</small>		

INVOICE TOTAL DUE	\$	1,540.75
--------------------------	-----------	-----------------

Make all checks payable to Conway Parks and Recreation
Payment due upon receipt of invoice



Parks and Recreation

Please Remit Payment To:
Conway Parks and Recreation
10 Lower Ridge Road
Conway AR 72032
Attn: Rhonda Sutton

DATE: March 11, 2013
INVOICE # 130311-001DO

BILL TO:

PO-BOYS CONCESSIONS
2570 Remington Road
Conway AR 72032
Attn: Tony Robinson

Re:
Don Owen Softball Complex Concession
Annual 10% Commission Check
Audited Year 2012

2012 Annual 10% Commission	\$	1,884.90
Audited Year 2012 Gross Receipts \$18,849.00		

INVOICE TOTAL DUE	\$	1,884.90
--------------------------	-----------	-----------------

Make all checks payable to Conway Parks and Recreation
Payment due upon receipt of invoice



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

AN ORDINANCE APPROPRIATING FUNDS & WAIVING COMPETITIVE BIDS FOR THE REPLACEMENT OF THE SOUND SYSTEM FOR THE CITY OF CONWAY COUNCIL MEETINGS IN DISTRICT COURT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

Whereas, the City of Conway has an immediate need to replace the aging sound system currently located in the District Court building for City Council meeting purposes; and

Whereas, three quotes were obtain for the sound system project; and

Whereas, the funding for this purchase has not previously been appropriated by Council action.

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

Section 1. The City of Conway shall waive the requirement for obtaining competitive bids for the purchase of a sound system for City Council meetings at District Court and shall utilize _____ as the vendor.

Section 2. The City of Conway shall appropriate funds in the amount of \$_____ from the General Fund Balance Appropriation (001.119.4900) to the Administration Account (001.101.5990)

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

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

Passed this 9th of April, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer