

RESOLUTION 79-15

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

THAT, the Mayor and City Clerk-Treasurer of the City of
Conway, Arkansas are hereby empowered and instructed to enter
into a certain Cooperative Management Agreement between the
Arkansas State Game & Fish Commission and the City of Conway,
Arkansas, a copy of which is attached to and hereby made a
part of this Resolution, for the management of lands peripheral
to Cypress Creek Impoundment in Conway County, Arkansas, owned
in fee simple by the City of Conway, Arkansas.

PASSED: April 10, 1979

APPROVED: Bill Wray
Mayor

ATTEST:

David Dunn
City Clerk-Treasurer

COOPERATIVE MANAGEMENT AGREEMENT BETWEEN THE ARKANSAS
STATE GAME & FISH COMMISSION AND THE CITY OF CONWAY

(For the management of lands peripheral to Cypress Creek Impoundment in Conway County, Arkansas owned in fee simple by the City of Conway, Arkansas.)

This cooperative agreement between the Arkansas Game & Fish Commission, hereinafter referred to as the "Commission" and the City of Conway, Arkansas hereinafter referred to as the "City" for the purpose of said Commission managing lands peripheral to Cypress Creek Impoundment and owned by City, hereinafter referred to as the "lands", is as follows:

WHEREAS, the Commission has been created under the laws of the State of Arkansas to provide an adequate and flexible system of control, propagation, protection and regulation of all fish and wildlife in Arkansas and is responsible for regulating the public use of these resources for the benefit of the State of Arkansas; and

WHEREAS, the City is responsible under its authority to operate and maintain the Cypress Creek water impoundment and to administer and manage lands peripheral to said impoundment to insure that the Arkansas State Health Department regulations concerning said impoundments are properly enforced; and

WHEREAS, the Commission and the City recognize the potentials which exist at the Cypress Creek water supply impoundment and lands peripheral thereto to provide a variety of land and water based wildlife-oriented recreational opportunities not in conflict with the purposes for which the Cypress Creek impoundment and peripheral lands are primarily intended; and

WHEREAS, the Commission and the City desire to conduct joint and cooperative endeavors which will focus the abilities and authorities of each entity to best serve their purposes; i.e. - protection of the water supply impoundment and achieving fish and wildlife resource benefits.

NOW, THEREFORE:

A. The Commission agrees:

(1) Consistent with Commission policies and authori-

ties for wildlife management areas, the Commission will practice those forms of management which recognize and benefit wildlife and fisheries resources while protecting the integrity of the watershed and impoundment for municipal water supply.

(2) The Commission will adopt and enforce those rules and regulations which apply statewide to all wildlife management areas on the Cypress Creek wildlife management area subject to other provisions of this agreement.

(3) The Commission shall deem it unlawful to operate vehicles upon or over lands of this agreement, except vehicles used by Commission employees for wildlife management practices. Access shall be at places so designated by the City. Further, the Commission shall deem it unlawful to camp on lands or waters of this agreement unless approved by the City.

(4) The Commission will formally confer with the City prior to the initiation of any proposed habitat manipulation practices to ascertain that said practices are not in conflict with the primary intent of the lands and impoundment.

B. The City agrees that:

(1) It will provide one or more public access points to lands peripheral to the water supply impoundment and will permit optimum public use of these lands consistent with the regulations of the Arkansas State Health Department and subject to other provisions of this agreement.

(2) It will convey to the Commission a continuing public access easement with restrictions designs to meet joint objectives as outline in this agreement.

C. The Commission and the City mutually agree that:

(1) They will meet as necessary for discussion of matters related to management of lands and waters within the boundaries of the Cypress Creek project.

(2) They will enter into such supplemental agreements as may be necessary for the mutual benefits of both parties in the conduct of their separate endeavors.

(3) Nothing in this agreement shall be construed as

limiting the City in the enforcement of any regulations that it may now or in the future promulgate for the protection or operation of the water supply impoundment of this agreement.

(4) All provisions of this agreement are subject to the laws of the United States and the laws of the State of Arkansas. This agreement shall be subject to all rules and regulations which may be promulgated by the Commission or the City that are not in consistence with the provisions of this agreement.

(5) Nothing in this agreement shall be construed as obligating either party hereto to the expenditure of funds or the future payment of money in excess of appropriations authorized by law.

(6) Nothing contained herein shall be construed as limiting in any way the responsibilities and authorities of the Commission or the City.

(7) This agreement shall become effective after signing by the parties hereto when the lands and reservoir identified in this contract are owned by the City of Conway fee simple. This contract shall continue in force until terminated by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Management Agreement as of the date last signed below.

DATED: _____.

STATE OF ARKANSAS
GAME & FISH COMMISSION

By _____
Director

CITY OF CONWAY

By

Bill Wright
Mayor