City of Conway
Council Agenda

Council Meeting Date: Tuesday, September 23rd, 2014

5:30pm – Committee Meeting: Presentation by Juan Mayen: Peer City Budget Comparison

6:30pm - Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk/Treasurer Michael O. Garrett

Minutes Approval: September 9th, 2014 & Special City Council Meeting on September 16th, 2014

Employee Service Awards

1. Public Hearings:

   A. Public Hearing

      1. Public Hearing/ Ordinance setting a public hearing to discuss the closing of a 15 foot utility easement located along the south side of Lots 1-4 in Fulmer subdivision.

2. Report of Standing Committees:

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

      1. Resolutions requesting the Faulkner County Tax Collector place a certified lien on certain properties as a result of incurred expenses by the City.

      2. Resolution setting a public hearing to discuss the closing of a 20 foot sewer and utility easement located in LOT 1, Coulson-RoadRunner Addition.

      3. Consideration to approve a change order request (#3) for the Airport Stage 1B Grading & Drainage for Cantrell Field.

      4. Consideration to enter into an agreement with Enable Gas Transmission for a pipeline right of way easement and access road.

      5. Ordinance accepting and appropriating donation funds for the Conway Tree Board to help pay for expenses associated with the Arbor Day celebration.

      6. Ordinance to approve the annexation of 142 acres known as The Orchard on Round Mountain into Water District 11.

Mayor Tab Townsell
City Clerk Michael O. Garrett
City Attorney Michael Murphy

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 2 – Shelia Whitmore
7. Ordinance to rezone property located at the northeast corner of United Drive and Superior Drive from C-4 to C-3.

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

1. Consideration to approve the bid for the dog fence installation at the Parks & Recreation Dept.

2. Ordinance appropriating funds for the possible turnkey development of a landfill gas to energy project for the Sanitation Department.

C. Personnel

1. Consideration to approve the Health, Dental and Life Benefits for 2015.

D. Finance

1. Consideration to approve the monthly financial report ending August 31, 2014.

Adjournment
AN ORDINANCE CLOSING A 15 FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTH SIDE OF LOTS 1 THROUGH 4, FULMER SUBDIVISION; AND FOR OTHER PURPOSES;

Whereas, a petition was duly filed with the City Council of the City of Conway, Arkansas on August 25th, 2014 asking the City Council to vacate and abandon all of a 15 foot utility easement in Lots 1, 2, 3, and 4 of the Fulmer Subdivision.

Whereas, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as an easement herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the 15 foot utility easement to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of all of a 15 foot utility easement in Lots 1, 2, 3, and 4 of the Fulmer Subdivision.

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the 15 foot utility easement designated as follows:

A 15 foot utility easement along the south side of Lots 1, 2, 3, and 4 of Fulmer Subdivision, as shown in Plat Book J, Page 207, Records of Faulkner County, Arkansas.

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

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

Passed this 23rd day of September, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer
August 20, 2014

Wanda Fulmer
1171 Hunter St
Conway, AR 72032

RE: Revised Utility Easements Modifications

Dear Mrs. Fulmer:

Centerpoint Energy has reviewed the utility easement modifications and we do not have any conflicts with the vacating of these easements. I have attached the descriptions for these vacated easements.

Thank You,

[Signature]
Dennis Fisher
Tanya Malcolm
August 20, 2014

Wanda Fulmer
1171 Hunter St.
Conway, AR 72032

Dear Mrs. Fulmer:

AT&T concurs in your request to relinquish its interest in the dedicated 15’ utility easement that runs along the southern property lines of Lots 1, 2, 3 and 4 of the Fulmer Subdivision to the City of Conway, Arkansas.

AT&T’s facilities are within the right-of-way of Cleveland Street. We have no facilities within the utility easement and have no plans to place any within these relinquished areas.

Questions or comments concerning AT&T’s facilities may be referred to Lannie Page at 501-373-3423 (lp1318@att.com).

Sincerely,

Lynda Palmer

CC: Lannie Page
August 25, 2014

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

Re: Closing of utility easement in Fulmer Subdivision, Conway, Faulkner County, Arkansas.

Dear Mayor Townsell:

Conway Corporation has no objections to the request to close the utility easement on the south 15 feet of Lots 1, 2, 3 and 4 on the preliminary plat for Fulmer Subdivision. The 20 foot utility easement on the east side of Lot 4 will remain in effect from north to south.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Leslie Guffey
Engineering and Planning
TO: Mayor Tab Townsell
CC: City Council Members
FROM: Missy Lovelady
DATE: September 15, 2014
SUBJECT: Certified Liens – Code Enforcement

The following resolutions are included for a request to the Faulkner County Tax collector to place a certified lien against real property as a result of incurred expenses by the City.

The properties & amount (plus a ten percent collection penalty) are as follows:

1. 2303 Lee Ave $197.56
2. 4 Water Oak $1392.74

Please advise if you have any questions.

Thank you for your consideration.
City of Conway, Arkansas
Resolution No. R-14-_____

A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.

Whereas, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 2303 Lee Ave within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

Whereas, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount $197.56 ($152.33 + Penalty-$15.23 + filing fee-$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

Whereas, a hearing for the purpose of determine such lien has been set for September 23rd, 2014 in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Conway, Arkansas that:

Section 1: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

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

ADOPTED this 23rd day of September, 2014.

Approved:

__________________________
Mayor Tab Townsell

Attest:

__________________________
Michael O. Garrett
City Clerk/Treasurer
City of Conway  
Code Enforcement

1201 Oak Street  
Conway, AR 72032  
Phone: 501-450-6191  
Fax 501-450-6144  
missy.schrag@cityofconway.org

TO Mathew Reid  
2303 Lee Ave  
Conway, AR 72034

Description: Mowing/Clean-up/Admin Fees  
associated with the nuisance abatement at  
2303 Lee Ave, Conway Arkansas

<table>
<thead>
<tr>
<th>CODE ENFORCEMENT OFFICER</th>
<th>PARCEL NUMBER</th>
<th>PAYMENT TERMS</th>
<th>DUE DATE</th>
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<tbody>
<tr>
<td>Kim Beard</td>
<td>710-00531-000</td>
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<td>September 23, 2014</td>
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<tr>
<th>HOURS</th>
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<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
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<tr>
<td>2</td>
<td>Regular letter</td>
<td>.48</td>
<td>.96</td>
</tr>
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TOTAL BY 9/23/14 $152.33

TOTAL AFTER 9/23/14 $197.56

- Total amount due after September 23, 2014 includes collection penalty & filing fees

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032
MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Missy Lovelady
Date: September 15, 2014

Re: 2303 Lee Ave

- March 25, 2014– Warning Violation written regarding rubbish/trash; appliance/furniture in the yard by Kim Beard.
- Property Owner is listed as Mathew Reid.
- Property was rechecked on 4/2/2014 with no progress made.
- Certified and regular letters were mailed 4/9/14 to address on file and a notice was left by post office.
- Property was rechecked on 4/17/14 with no action taken.
- 6/20/14- owner called to say that they were going to try to correct the violation, therefore an extension was granted.
- Additional rechecks were made 7/11; 28/14 with no action taken.
- Final Cleanup completed on 8/12/14.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.
August 14, 2014

Parcel # 710-00531-000

Mathew Reid
2303 Lee Ave.
Conway, AR  72034

RE:  Nuisance Abatement at 2303 Lee, Conway AR
Cost of Clean-Up, Amount Due:   $152.33

Dear Mr. Reid,

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At the September 23, 2014 Meeting, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection & filing fees, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the City of Conway and mail to 1201 Oak Street Conway Arkansas 72032 with the attention to Missy Schrag. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,

Missy Schrag
Conway Code Enforcement
Incident Report

Date of Violation: 03/25/2014

 Violator Name: Matthew Reid

Address of Violation: 2303 Lee Avenue

Violation Type: Rubbish/Trash; Appliance/Furniture in yard

Warning #: CE148296

Description of Violation and Actions Taken: On 03/25/14, Code Enforcement Officer Kim Beard wrote a warning to correct violation at 2303 Lee Avenue for rubbish/trash; appliance/furniture in yard. Property was rechecked on 04/02/14 with no progress made. Regular and certified letters were mailed on 04/09/14 to address on file. Property was rechecked on 04/17/14 with no progress. Extension granted on 06/20/14 per owner request. Additional rechecks were made on 07/11/14 & 07/28/14 with no action taken. Final cleanup was conducted by city on 08/12/14.

Code Enforcement Officer: Kim Beard

Officer Signature: ________________________________

Date:       Time:
Date of Violation: 01/14/14

Violator Name: Roe Kinson McCasland Jr

Address of Violation: 4 Water Oak

Violation Type: Rubbish/Trash; Vehicles/Trailers in yard

Warning #: CE148156

Description of Violation and Actions Taken: On 01/14/14, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 4 Water Oak for rubbish/trash; vehicles/trailers in yard. Property was rechecked on 01/31/14 and 02/19/14 with no progress made. Homeowner requested 2 weeks to make corrections and this was granted. Property was rechecked on 02/27/14 and 03/12/14 with no progress. Regular and certified letters were mailed on 03/20/14 to address on file. Property was rechecked on 03/28/14, 04/16/14 and 04/21/14 with no progress. Made contact with Ken on 05/15/14 at which time he asked for a 30 day extension which was granted. Property was rechecked on 06/16/14 with no progress. Left notice that city cleanup was being scheduled. Contacted Ken by phone on 06/20/14 to verify he knew cleanup was scheduled. He confirmed. Final check before cleanup was performed on 06/25/14. Ken was outside working in yard and stated again that he was preparing to move. Another extension granted. Property rechecks were made on 07/02/14, 07/15/14 & 07/28/14 with no action taken. Final cleanup was conducted by city on 08/13/14.

Code Enforcement Officer: Kim Beard

Officer Signature: ____________________________________________________________

Date:          Time:
A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 4 Water Oak within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904; and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount $1392.74 ($1238.85 + Penalty-$123.89 + filing fee-$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for September 24th, 2014 in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Conway, Arkansas that:

SECTION 1: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

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

ADOPTED this ____ day of __________, 2014.

Approved:

__________________________
Mayor Tab Townsell

Attest:

_______________________
Michael O. Garrett
City Clerk/Treasurer
TO Ken McCasland  
4 Water Oak  
Conway, AR 72034

Description: Mowing/Clean-up/Admin Fees associated with the nuisance abatement at 4 Water Oak, Conway Arkansas

<table>
<thead>
<tr>
<th>CODE ENFORCEMENT OFFICER</th>
<th>PARCEL NUMBER</th>
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**TOTAL BY 9/23/14** $1238.85

**TOTAL AFTER 9/23/14** $1392.74

- Total amount due after September 23, 2014 includes collection penalty & filing fees

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032
MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Missy Lovelady
Date: September 15, 2014

Re: 4 Water Oak

- Property Owner is listed as Roe Kinson McCasland Jr. (Ken)
- Property was rechecked on 1/31/14 & 2/19/14 with no progress made.
- Homeowner requested an additional 2 weeks to make corrections and this was granted.
- Property was rechecked again 2/27/14 & 3/12/14 with no progress.
- Certified and regular letters were mailed 3/20/14 to address on file and a notice was left by post office.
- Property was rechecked on 3/28/14 & 4/16; 21/2014 with no action taken.
- 5/15/14-scheduling cleanup, went by to speak with Ken and he stated he was moving and asked for another extension. This was granted with the agreement it would be corrected within 30 days. He agreed, therefore, cleanup was placed on hold.
- Property was rechecked 6/16/14 with no progress. Notice left for city cleanup.
- 6/20/14 @ 9:58am I spoke with Ken via phone to verify he received notice regarding the City cleanup. He confirmed.
- 6/25/14- Bart, Lynn & myself went for a final recheck prior to cleanup. Ken was outside claiming to be working on making corrections and stated again he was moving. Another extension was granted.
- Property recheck made on 7/2; 15; 28/2014 with no action taken.
• Final Cleanup performed on 8/13/2014, however, after 6 hours, 10 employees, a police officer and 3 large dumpsters later, due to the magnitude of the cleanup, there continues to be a portion of the NW corner of the lot that remains out of compliance with the understanding that Ken continues to state he is moving and will be taking these items with him and removing the tarps from the back yard. Along with the large pontoon boat with tarp that is parked in front of the garage. Surrounding neighbors came out clapping and thanking us for the work that was able to be conducted.

• Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.
August 14, 2014

Parcel # 710-05019-000

R Kinson McCasland JR
4 Water Oak
Conway, AR  72034

RE:  Nuisance Abatement at 4 Water Oak, Conway AR
Cost of Clean-Up, Amount Due:   $1238.85

Dear Mr. McCasland,

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At the September 23, 2014 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection & filing fees, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the City of Conway and mail to 1201 Oak Street Conway Arkansas 72032 with the attention to Missy Schrag. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,

Missy Schrag
AFTER PIC:
City of Conway, Arkansas
Resolution No. R-14-______

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A 20 FOOT SEWER AND UTILITY EASEMENT, AND A 15 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED IN LOT 1, COULSON-ROADRUNNER ADDITION:

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by Travis Brisendine and Morrison-Shipley Engineers, Inc., to vacate and abandon a utility easement located in Lot 1 of the Coulson-Roadrunner Addition within the corporate limits of the City of Conway, Arkansas; and

Whereas, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on October 14th, 2014 at 6:30 p.m.

2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

PASSED this 23rd day of September, 2014.

Approved:

______________________________
Mayor Tab Townsell

Attest:

______________________________
Michael O. Garrett
City Clerk/Treasurer
20 FOOT VARIOUS EASEMENT CLOSING

DESCRIPTION
ROADRUNNER-COULSON COULSON-ROADRUNNER ADDN LOT 1 20 FT EASEMENT CLOSINGS
TO: Mayor Tab Townsell
CC: City Council Members
FROM: Josh Zylks, Airport Manager
DATE: September 15, 2014
SUBJECT: Airport Stage 1B Grading & Drainage Change Order #3

The following change order involves removing quantities of erosion control matting and seeding and adding sod to help control erosion and dirt wash on the airport job. Approximately 17,200 square yards of sod were added, while 5,000 square yards of erosion control matting and several acres of seeding were removed.

The cost difference will be covered under the AIP grant for this project.

Please advise if you have any questions.

Thank you for your consideration.
## Construction Contract Change Order

**Project:** New Conway Municipal Airport - Stage 1B Grading and Drainage Construction  
Garver Job No. 1001-1500

**Date Prepared:** 09-08-14

**Description of Work Included in Contract**
Grading and drainage construction including construction of approximately 600,000 cubic yards of earthwork, 4,600 linear feet of reinforced concrete pipe, and 200 acres of seeding.

### Changes and Reasons Ordered

- **A.** Reconciliation of over and underruns.
- **B.** Add Sod.

#### Attachments:

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<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
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<td>4455</td>
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**Estimated Project Cost:** $3,440,215.70  
**Original Contract Amount:** $3,809,328.70  
**Previously Approved Changes:** $338,043.80  
**This Change Order:** $31,069.20  
**New Contract Amount:** $3,946,310.00

**Summation of Cost:** $3,880,731.00  
**Net Cost for this Change Order:** $31,069.20

---

**Engineer:** Garver  
**Contractor:** Paladino Construction, Inc.

**Engineer's Signature:** [Signature]  
**Date:** 9/15/14

**Approved by Owner:** [Signature]  
**Date:** [Date]
KNOW ALL MEN BY THESE PRESENTS: that the undersigned City of Conway, Arkansas, whose address is 1201 Oak Street, Conway, AR 72032 (hereinafter “Grantor” whether one or more), for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable consideration paid by Enable Gas Transmission, LLC, a Delaware limited liability company whose address is P. O. Box 21734, Shreveport, Louisiana, 71151 (hereinafter “Grantee” or “CEGT”), the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, warrant and convey unto Grantee, its successors and assigns, a permanent, right of way and easement (hereinafter “Pipeline Right of Way”) Forty feet (40’) in width, for the purpose of constructing, laying, installing, maintaining, protecting, marking, operating, inspecting, altering, repairing, upgrading, replacing, removing, reconstructing, relocating, changing the size of, and removing two or more pipelines, from time to time, and any and all necessary or useful appurtenances thereto, including vent pipes, corrosion control monitoring equipment, pipeline markers and any other above ground appurtenant facilities as may be required to meet federal, state and local regulations (hereinafter “Pipeline Facilities”), all of which shall be and remain the property of Grantee, for the transportation of oil or gas and all by-products thereof or any liquids, gases or substances which can be transported through pipelines, under, upon, over and through lands which Grantor owns or in which Grantor has an interest, situated in the County of Faulkner, State of Arkansas (hereinafter “Grantor’s Lands” or “Property”), more particularly described as follows:

TRACT F-001

CENTERLINE DESCRIPTION FOR A PROPOSED 40’ WIDE PERMANENT RIGHT OF WAY & EASEMENT, DESCRIPTION FOR A PROPOSED TEMPORARY RIGHT OF WAY, DESCRIPTION OF PROPOSED EXTRA TEMPORARY WORK SPACE AND DESCRIPTION OF A PROPOSED SITE, ACROSS THE PROPERTY OF THE CITY OF CONWAY

Centerline Description of a Proposed Forty foot (40’) wide Permanent Right of Way & Easement, Description for a Proposed Temporary Right of Way, Description of Proposed Extra Temporary Work Space and Description of a Proposed Site, extending over, through, along and across a tract of land lying within and being a part of the Northeast ¼, the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas as recorded in Book 430, Page 375, with the Office of the Clerk and Recorder
of Faulkner County, Arkansas, the side lines of said Forty foot (40’') wide Permanent Right of Way & Easement being lengthened or shortened to meet the Southwestern boundary of the aforesaid Proposed Site and the Southern boundary of the aforesaid tract, all being more particularly described as follows:

Bearings are based off of a GPS observation transformed into NAD 83, Arkansas South Grid Datum. Centerline description for a proposed Forty foot (40’’) wide Permanent Right of Way & Easement:

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 2,824.89 feet to a point; THENCE, run East, a distance of 826.69 feet to the POINT OF BEGINNING, said point lying on the Southwesterly boundary of the aforesaid Proposed Site; THENCE, run S 31º33'41” W, a distance of 4 feet to a point; THENCE, run S 75º46'11” W, a distance of 69 feet to a point; THENCE, run S 31º33'41” W, a distance of 972 feet to a point; THENCE, run S 48º26’51” W, a distance of 478 feet to a point; THENCE, run S 01º43’59” E, a distance of 37 feet to the POINT OF TERMINATION, said point lying on the North Right of Way line of Union Pacific Railroad, being 1,622.06 feet North and 107.74 feet West of said Southeast corner of the Southwest ¼.

Proposed Permanent Easement: Contains 1.43 acres and lies entirely within and is a part of the Northeast ¼, the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.

PROPOSED TEMPORARY RIGHT OF WAY AND PROPOSED EXTRA TEMPORARY WORK SPACE: COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 2,814.43 feet to a point; THENCE, run East a distance of 843.73 feet to the POINT OF BEGINNING, said point lying on the Southeasterly Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement and on the Southwesterly line of the aforesaid Proposed Site; THENCE, run along said Southwesterly line, S 58º26’19” E, a distance of 20.96 feet to a point, being the Southermost corner of the aforesaid Proposed Site; THENCE, continue S 58º26’19” E, a distance of 4.04 feet to a point; THENCE, run S 31º33’41” W, a distance of 21.93 feet to a point; THENCE, run S 75º46’11” W, a distance of 69.48 feet to a point; THENCE, run S 31º33’41” W, a distance of 221.65 feet to a point; THENCE, run S 58º26’19” E, a distance of 25.00 feet to a point; THENCE, run S 31º33’41” W, a distance of 30.00 feet to a point; THENCE, run N 58º26’19” W, a distance of 25.00 feet to a point; THENCE, run S 31º33’41” W, a distance of 304.48 feet to a point; THENCE run S 58º26’19” E, a distance of 25.00 feet to a point; THENCE, run S 31º33’41” W, a distance of 50.00 feet to a point; THENCE, run N 58º26’19” W, a distance of 25.00 feet to a point; THENCE, run S 31º33’41” W, a distance of 354.56 feet to a point; THENCE, run S 48º26’51” W, a distance of 153.06 feet to a point; THENCE, run S 41º33’09” E, a distance of 50.00 feet to a point; THENCE, run N 41º33’09” W, a distance of 50.00 feet to a point; THENCE, run S 48º26’51” W, a distance of 133.03 feet to a point; THENCE, run S 41º33’09” E, a distance of 50.00 feet to a point; THENCE, run N 41º33’09” W, a distance of 50.00 feet to a point; THENCE, run S 48º26’51” W, a distance of 77.06 feet to a point; THENCE, run S 01º43’59” E, a distance of 13.66 feet to a point lying on the North Right of Way line of Union Pacific.
Railroad; THENCE, run along said North Right of Way line, S 84°51’49” W, a distance of 25.05 feet to a point lying on the Southeasterly line of the aforesaid Proposed Permanent Right of Way and Easement; THENCE, run along said Southeasterly line, N 01°43’59” W, a distance of 26.86 feet to a point; THENCE, continue along said Southeasterly line, N 48°26’51” E, a distance of 471.15 feet to a point; THENCE, continue along said Southeasterly line, N 31°33’41” E, a distance of 967.15 feet to a point; THENCE, continue along said Southeasterly line, N 75°46’11” E, a distance of 69.48 feet to a point; THENCE, continue along said Southeasterly line, N 31°33’41” E, a distance of 11.78 feet and back to the POINT OF BEGINNING; and

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 1,763.22 feet to a point; THENCE, run West, a distance of 21.96 feet to the POINT OF BEGINNING, said point lying on the Northwesterly Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement; THENCE, run along said Northwesterly line, S 48°26’51” W, a distance of 143.23 feet to a point; THENCE, run along the West line of the aforesaid Proposed Permanent Right of Way and Easement, S 01°43’59” E, a distance of 47.96 feet to a point lying on the North Right of Way line of Union Pacific Railroad; THENCE, run along said North Right of Way line, S 84°51’55” W, a distance of 40.08 feet to a point; THENCE, run N 01°43’59” W, a distance of 175.99 feet to a point; THENCE, run N 88°16’01” E, a distance of 50.00 feet to a point; THENCE, run N 01°43’59” W, a distance of 502.58 feet to a point; THENCE, run N 88°16’01” E, a distance of 20.00 feet to a point; THENCE, run S 01°43’59” E, a distance of 502.58 feet to a point; THENCE, run N 88°16’01” E, a distance of 80.01 feet to a point; THENCE, run S 01°43’59” E, a distance of 33.93 feet and back to the POINT OF BEGINNING; and

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 2,803.45 feet to a point; THENCE, run East, a distance of 861.59 feet to the POINT OF BEGINNING, said point being the Southernmost corner of the aforesaid Proposed Site; THENCE, run along the Southeasterly line of said Proposed Site, N 31°33’41” E, a distance of 100.00 feet to a point, said point being the Easterly most corner of said Proposed Site; THENCE, run along the Northeasterly line of said Proposed Site, N 58°26’19” W, a distance of 85.93 feet to a point; THENCE, run N 31°33’41” E, a distance of 4.14 feet to a point; THENCE, run S 58°26’19” E, a distance of 105.93 feet to a point; THENCE, run S 31°33’41” W, a distance of 115.00 feet to a point; THENCE, run N 58°26’19” W, a distance of 15.96 feet to a point lying on the Southeasterly line of the aforesaid Proposed Temporary Right of Way; THENCE, run along said Southeasterly line, N 31°33’41” E, a distance of 10.87 feet to a point; THENCE, run along the Northeasterly line of said Proposed Temporary Right of Way, N 58° 26’ 19” W, a distance of 4.04 feet and back to the POINT OF BEGINNING.

Proposed Temporary Right of Way and Proposed Extra Temporary Work Space: Contains 1.64 acres and lies entirely within and is a part of the Northeast ¼, the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.
If more than one pipeline is constructed pursuant to this Agreement, the same consideration shall be paid for each additional line as was paid for the initial line installed in addition to any damages arising therefrom.

Subject to the provisions of this Grant and provided such use does not interfere with or adversely affect the use and rights of Grantee, Grantor shall have the right to use the Permanent Right of Way and Temporary Workspace. Further, Grantee shall have the right to remove, clear and to keep clear, without liability for damages, all buildings, structures, walls, pipes, conduits, equipment, trees, plants, undergrowth, brush and any other structures, works, growth or obstructions in or on the Permanent Right of Way which might interfere with or adversely affect the use of the Permanent Right of Way or operation or integrity of the Pipeline Facilities. Further, Grantor shall not, nor shall Grantor allow any third party to, (i) construct any temporary or permanent structure, work or obstruction above or below ground on the Permanent Right of Way, (ii) remove soil from, change the grade or slope of, excavate, fill or impound water on the Pipeline Permanent Right of Way, or (iii) interfere with the vegetative maintenance activities deemed necessary by Grantee. Grantor hereby expressly retains and reserves unto itself, its successors and assigns, the right to fully use, occupy and enjoy the lands burdened by this easement for any purpose whatsoever, so long as such use and occupancy does not prevent Grantee from exercising the rights granted hereunder. Grantor, its successors and assigns, may grant the right to construct above ground and below ground utilities on, over and across the Permanent Right-of-Way, provided such use does not unreasonably interfere with or adversely affect the use and rights of Grantee. Grantor will give Grantee written notice as soon as possible, but not less than ten (10) days prior to the construction of any above or below ground utilities on the Permanent Right-of-Way addressed to the Grantee as follows:

Enable Gas Transmission, LLC
Right of Way Department
525 Milam Street
Shreveport, LA 71001 Grantee shall have the right to use the Permanent Right of Way and Temporary Workspace. Further, Grantee shall have the right to remove, clear and to keep clear all unpermitted improvements as well as all trees, plants, undergrowth, brush and other obstructions in or on the Permanent Right of Way which might interfere with or adversely affect the use of the Permanent Right of Way or operation or integrity of the Pipeline Facilities. Further, neither Grantor or Grantee shall, nor shall Grantor or Grantee allow any third party to, (i) construct any temporary or permanent structure above ground on the Permanent Right of Way, except as set out in the terms of the Grant, (ii) remove soil from, change the grade or slope of, excavate, fill or impound water on the Permanent Right of Way, or (iii) interfere with the vegetative maintenance activities deemed necessary by Grantor or Grantee.

Grantor hereby expressly retains and reserves unto itself, its successors and assigns, the right to fully use, occupy and enjoy the lands burdened by the pipeline easement for any purpose whatsoever, so long as such use and occupancy does not prevent Grantee from exercising the rights granted hereunder. Grantor acknowledges that construction of a permanent building or dwelling on the burdened lands would infringe on Grantee’s rights under this instrument and, accordingly, is not permitted.
The Pipeline Right of Way is depicted on the plat designated as Exhibit’s A & D attached hereto and made a part hereof.

Grantor also grants and conveys to Grantee, its successors and assigns, a temporary easement for use as temporary work space (hereinafter “Pipeline Temporary Workspace”) adjacent to one or both sides of the Pipeline Right of Way to facilitate the construction of the Pipeline Facilities which is generally shown on the attached plat. In addition, the Pipeline Temporary Workspace shall include the area along the Pipeline Right of Way at certain crossings, including, without limitation, crossings of roads, pipelines, utilities, railroads, streams, ditches, terraces, uneven terrain, and horizontal direction drills, as generally depicted on the attached plat during the time of installation and construction. The Pipeline Temporary Workspace is depicted on Exhibit’s A & D.

Grantor, for the same consideration, further grants, sells, conveys, warrants and delivers to Grantee, its successors and assigns, a surface easement and right of way approximately One Hundred feet (100’) by One Hundred feet (100’) in area (the “Surface Site Easement”), to install, construct, maintain, operate, inspect, repair, alter, protect, fence, mark, change the size of, replace, relocate and remove natural gas metering and regulating facilities (the “Surface Site Facilities”) and any and all appliances, appurtenances, fixtures and equipment related thereto (the “Surface Site Equipment”), whether above or below ground, including, but not limited to, meters, regulators, separators, heaters, pipelines, tie-overs, headers, valves, blow offs, fittings and the housings for same, tanks, fences, structures, electric lines, communication lines and related equipment, as well as launcher and receiver equipment, from time to time deemed by Grantee to be necessary or desirable in connection with or incidental to the conduct of Grantee’s business, upon, over, under, through and across the Property, and more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 2,803.45 feet to a point;

THENCE, run East, a distance of 861.59 feet to the POINT OF BEGINNING, said point being the Southermost corner of said Proposed Site; THENCE, run N 58°26’19” W, a distance of 100 feet to a point; THENCE, run N 31°33’41” W, a distance of 100 feet to a point; THENCE, run S 58°26’19”E, a distance of 100 feet to a point; THENCE, run S 31°33’41” W, a distance of 100 feet and back to the POINT OF BEGINNING.

Proposed Site: Contains 0.23 acres and lies entirely within and is a part of the Northeast ¼, the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.

Line BT-39
Item F001, F001.1 & F001.2
AR COMB PL/ROW/SS 7.9.2013
The Surface Site Easement is depicted on Exhibit’s B & D.

[Grantor further grants to Grantee the right to use an additional area of land as generally depicted on Exhibit B, adjacent to and parallel with the Surface Site Easement as referred to below, during initial construction and installation of the Surface Site Facilities and Surface Site Equipment as temporary workspace (the “Surface Site Temporary Workspace”). After such initial construction and installation of the Surface Site Facilities and Surface Site Equipment is completed by Grantee, the right to use the Surface Site Temporary Workspace shall revert back to Grantor and Grantee shall restore said property to the condition that existed prior to the construction of the Facilities, as near as reasonably practical.]

Grantee, its successors and assigns, shall have exclusive use of the Surface Site Easement. Grantor shall not build, create or construct, nor allow to be built, created or constructed, any obstruction including, but not limited to, impounded water, buildings, improvements or other structures within the Surface Site Easement, nor shall Grantor place, nor allow to be placed, any debris on the Surface Site Easement. Grantee shall have the right to periodically clear and keep the Surface Site Easement cleared of trees, shrubs, brush or other debris.

Grantor, for the same consideration, further grants, sells, conveys, warrants and delivers to Grantee, its successors and assigns, in connection with the construction, operation, maintenance or use of the Pipeline Facilities on the Pipeline Right of Way and the Surface Site Facilities on the Surface Site Easement, an easement and right of way Twenty feet (20’) in width, for the construction, maintenance and use of an access road (the “Access Road”) and utilities (the “Access Road Easement”), upon, over, under, through and across the Property, from the southern boundary of the Property to and within the Pipeline Right of Way and Surface Site Easement, which is more specifically described as follows:

A part of the NE/4, part of the SE/4, and part of the NE/4 SW/4 of Section 32, Township 6 North, Range 14 West, being a part of the property described in deed recorded in Book 430, Page 375, of the Deed Records of said County, to which reference is here made for further description.

The Access Road and the Access Road Easement are depicted on Exhibit’s B and C.

To Have and to Hold the rights granted herein unto Grantee, its successors and assigns. Grantor represents and warrants that Grantor is owner of the Property, and Grantor does hereby bind Grantor, its heirs, legal representatives, successors and assigns, to warrant Grantor’s Lands and the rights granted Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof and that Grantor has authority to convey the rights and interests referred to herein to Grantee.
The rights granted herein shall also extend to and include the free and full right of reasonable ingress and egress over and across Grantor’s Land and other adjacent lands owned or leased by Grantor to and from the easements for Grantee’s exercise at any time, and from time to time, of the rights granted herein. To the extent Grantee determines it practicable, such ingress and egress should be over such roads or ways as may exist at the time of each particular exercise of Grantor’s rights hereunder.

Grantor and Grantee agree that the above mentioned consideration includes payment for all damages for the construction of the Pipeline Facilities, the Access Road and the Surface Site Facilities including any severance damages to Grantor’s Land, including payment for all damages to growing crops, cultivated land, pasturage, trees, plants, fences, drains, structures or buildings of Grantor or of any lessee, tenant or contractor of Grantor, located within the Permanent Right-of-Way and Temporary Workspace, the Access Road Easement and the Surface Site Easement, resulting from the exercise of the rights herein granted and conveyed to Grantee. However, nothing herein shall relieve Grantee from any liability or obligation to pay for damages to any utilities, whether on or off the Permanent Right-of-Way and Temporary Workspace, the Access Road Easement and the Surface Site Easement caused by the construction or maintenance of the Pipeline Facilities, the Access Road or the Surface Site Facilities. Upon receipt of payment of the consideration referred to herein Grantor releases and agrees to indemnify to the extent permitted under law Grantee for or from damages of Grantor or any lessee, tenant or contractor of Grantor except as provided above.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legatees, legal representatives, successors and assigns. Grantor agrees to execute such other documents as may be reasonably necessary or desirable to give full effect to the intent of the parties hereto and to refrain from any action that is inconsistent with those rights being conveyed to Grantee. The failure of Grantee to exercise any rights herein conveyed shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such rights in the future, or if necessary, seeking an appropriate remedy in conjunction with such rights. Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement with respect to any subject matter not herein expressed and the provisions of this Agreement represents the entire agreement between the parties. This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Executed on this __________ day of May, 2014

Grantor:
City of Conway, Arkansas
STATE OF ARKANSAS     )
COUNTY OF FAULKNER     )

On this the __________ day of May, 2014, before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Tab Townsell, to me personally well known (or satisfactorily proven), who stated that he was the Mayor of the City of Conway, Arkansas, and that he was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

________________________________________
NOTARY PUBLIC

My Commission Expires: ______________________________
(SEAL)
PIPELINE RIGHT OF WAY GRANT

STATE OF ARKANSAS

COUNTY OF FAULKNER

KNOW ALL BY THESE PRESENTS:

That City of Conway Arkansas, whose address is 1201 Oak Street, Conway, Arkansas 72032 (hereinafter “Grantor” whether one or more), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the terms and conditions set forth herein, grants and conveys the rights set forth herein to Enable Gas Transmission, LLC whose address is Post Office Box 21734, Shreveport, Louisiana 71151 (hereinafter “Grantee”).

1. Grantor does hereby grant, sell, warrant and convey unto Grantee, its successors and assigns, a permanent, perpetual right of way, servitude and easement (collectively, the “Permanent Right of Way”) forty feet (40’) in width for the purpose of locating, surveying, constructing, laying, installing, maintaining, protecting, marking, operating, inspecting, altering, repairing, upgrading, replacing, removing, reconstructing, relocating, changing the size of, and removing one or more pipelines, from time to time, and any and all necessary or useful appurtenances related thereto, including vent pipes, corrosion control monitoring equipment, pipeline markers and any other above ground appurtenant facilities as may be required to meet federal, state and local regulations. (collectively, the “Pipeline Facilities”), all of which shall be and remain the property of Grantee, for the transportation of oil and/or gas and all by-products thereof or any liquids, gases or substances that can be transported through pipelines, under, upon, over and through lands which Grantor owns or in which Grantor has an interest, situated in the County of Faulkner, State of Arkansas, more particularly described as follows (“Grantor’s Land”):
Centerline Description of a Proposed Forty foot (40’) wide Permanent Right of Way & Easement, extending over, through, along and across a tract of land lying within and being a part of the Southeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas as recorded in Book 620, Page 50, with the Office of the Clerk and Recorder of Faulkner County, Arkansas, the side lines of said Forty foot (40’) wide Permanent Right of Way & Easement being lengthened or shortened to meet the North and West boundary of aforesaid tract, all being more particularly described as follows:

Bearings are based off of a GPS observation transformed into NAD 83, Arkansas South Grid Datum. The Centerline of said 40’ easement is more particularly described as COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 1,103.77 feet to a point; THENCE, run West, a distance of 92.05 feet to the POINT OF BEGINNING; THENCE, run S 01º43’59" E, a distance of 268 feet to a point; THENCE, run S 43º16’01" W, a distance of 174 feet to a point; THENCE, run S 88º16’01" W, a distance of 318 feet to a point; THENCE, run N 80º43’59" W, a distance of 498 feet to a point; THENCE, run N 82º43’59" W, a distance of 265 feet to the POINT OF TERMINATION, said point lying on the West boundary of the tract described above (Also Known As Parcel ID 711-13350-000, Per Faulkner County Tax Assessor Records.) and being N 02º25’02” E, a distance of 856.86 feet of the Southwest corner of the Southeast ¼ of the Southwest ¼.

Proposed Permanent Easement: Contains 1.43 acres and lies entirely within and is a part of the Southeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE. Said right of way and easement shall be for underground pipe, underground pipe fittings and above ground pipe markers, corrosion control monitors and other above ground appurtenances required to meet federal, state and local regulations.

1.1 The Permanent Right of Way is generally shown on the plat or drawing marked Exhibit’s A & B, which are attached hereto and made a part hereof by reference.

2. Grantor also grants and conveys to Grantee, its successors and assigns, a temporary right of way for use as temporary workspace (the “Temporary Workspace”), an area adjacent to one or both sides of the Permanent Right of Way and additional areas in proximity to the Permanent Right of Way at certain route changes and crossings, including, without limitation, crossings of roads, pipelines, utilities, railroads, streams, wetlands, ditches, terraces, uneven terrain and horizontal directional drills, during the time of installation and construction, of the Pipeline Facilities, which is generally shown on Exhibit’s A & B attached hereto.

3. Grantor also grants and conveys to Grantee the right to install, maintain and operate
within the Permanent Right of Way one or more additional pipelines. Should one or more additional pipelines be installed under this Grant (the “Grant”) at any time, the same amount [per acre/per rod], shall be paid to Grantor for each such additional line installed as was paid for the initial line installed in addition to any damages arising there from.

4. The Permanent Right of Way shall extend to and include the free and full right of reasonable ingress and egress over and across Grantor’s Land and other adjacent lands owned or leased by Grantor to and from the Permanent Right of Way and the Temporary Workspace and for Grantee’s exercise at any time of the rights granted herein. To the extent Grantee determines it practicable, such ingress and egress should be over such roads or ways as may exist at the time of each particular exercise of Grantee’s rights hereunder.

5. Grantor and Grantee agree that the consideration referred to herein includes payment for all damages for the construction of Pipeline Facilities, including payment for all damages to growing crops, cultivated land, pasturage, trees, plants, fences, drains, structures or buildings of Grantor or of any lessee, tenant or contractor of Grantor, located within the Permanent Right-of-Way and Temporary Workspace, resulting from the exercise of the rights herein granted and conveyed to Grantee. However, nothing herein shall relieve Grantee from any liability or obligation to pay for damages to any utilities, whether on or off the Permanent Right-of-Way and Temporary Workspace, caused by the construction or maintenance of the Pipeline Facilities. Upon receipt of payment of the consideration referred to herein Grantor releases and agrees to indemnify, to the extent permitted under law, Grantee for or from damages of Grantor or any lessee, tenant or contractor of Grantor except as provided above.

6. Subject to the provisions of this Grant and provided such use does not interfere with or adversely affect the use and rights of Grantee, Grantor shall have the right to use the Permanent Right of Way and Temporary Workspace. Further, Grantee shall have the right to remove, clear and to keep clear, without liability for damages, all buildings, structures, walls, pipes, conduits, equipment, trees, plants, undergrowth, brush and any other structures, works, growth or obstructions in or on the Permanent Right of Way which might interfere with or adversely affect the use of the Permanent Right of Way or operation or integrity of the Pipeline Facilities. Further, Grantor shall not, nor shall Grantor allow any third party to, (i) construct any temporary or permanent structure, work or obstruction above or below ground on the Permanent Right of Way, (ii) remove soil from, change the grade or slope of, excavate, fill or impound water on the Permanent Right of Way, or (iii) interfere with the vegetative maintenance activities deemed necessary by Grantee. Grantor hereby expressly retains and reserves unto itself, its successors and assigns, the right to fully use, occupy and enjoy the lands burdened by this easement for any purpose whatsoever, so long as such use and occupancy does not prevent Grantee from exercising the rights granted it hereunder. Grantor, its successors and assigns, may grant the right to construct above ground and below ground utilities on, over, across the Permanent Right-
of-Way, provided such use does not unreasonably interfere with or adversely affect the use and rights of Grantee. **Grantor will give Grantee written notice as soon as possible, but not less than ten (10) days prior to the construction of any above or below ground utilities on the Permanent Right-of-Way**, addressed to the Grantee as follows:

Enable Gas Transmission, LLC  
Right of Way Department  
525 Milam Street  
Shreveport, LA 71001

Grantee shall have the right to use the Permanent Right of Way and Temporary Workspace. Further, Grantee shall have the right to remove, clear and to keep clear all unpermitted improvements as well as all trees, plants, undergrowth, brush and other obstructions in or on the Permanent Right of Way which might interfere with or adversely affect the use of the Permanent Right of Way or operation or integrity of the Pipeline Facilities. Provided, Grantor’s existing utilities may not be removed by Grantee and nothing herein shall preclude Grantor from installing additional utility lines in the Permanent Right of Way so long as such use and occupancy does not prevent Grantee from exercising the rights granted it hereunder. Further, neither Grantor or Grantee shall, nor shall Grantor or Grantee allow any third party to, (i) construct any temporary or permanent structure above ground on the Permanent Right of Way, except as set out in the terms of the Grant, (ii) remove soil from, change the grade or slope of, excavate, fill or impound water on the Permanent Right of Way, or (iii) interfere with the vegetative maintenance activities deemed necessary by Grantor or Grantee.

7. After exercise of its rights hereunder which disturb the surface of the Permanent Right of Way or the Temporary Workspace, Grantee agrees to restore the surface of the Permanent Right of Way and Temporary Workspace to the extent reasonably practicable to a condition reasonably similar to the condition of the surface prior to the time of exercise of such rights except to the extent that the surface may be permanently modified pursuant to the terms of this Pipeline Right Of Way Grant.

8. Grantor hereby expressly retains and reserves unto itself, its successors and assigns, the right to fully use, occupy and enjoy the lands burdened by this Pipeline Right Of Way Grant for any purpose whatsoever, so long as such use and occupancy does not prevent Grantee from exercising the rights granted it hereunder. Grantor acknowledges that construction of a permanent building or dwelling on the burdened lands would infringe on Grantee’s rights under this instrument and, accordingly, is not permitted.

9. Grantee’s failure to comply with any term, provision or obligation herein will not be a
breach hereof, unless and until Grantor has given written notice of Grantee, setting forth the alleged breach, and Grantee fails to correct the alleged breach within ninety (90) days after receipt of the written notice or such longer period as may be reasonably required to correct the alleged breach provided Grantee promptly commences such corrective measures and thereafter diligently pursues the same to completion.

10. The failure of Grantee to exercise any rights herein conveyed shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such rights in the future, or if necessary, seeking an appropriate remedy in conjunction with such rights.

11. The rights, title and privileges herein granted may, in whole or in part, be sold, conveyed, leased, assigned, pledged, or mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legatees, legal representatives, successors and assigns.

12. Grantor agrees to execute such other documents as may be reasonably necessary or desirable to give full effect to the intent of the parties hereto and to refrain from any action that is inconsistent with those rights being conveyed to Grantee.

13. Grantor understands and agrees that the person securing this Grant is without authority from Grantee to make any agreement with respect to any subject matter not herein expressed and the provisions of this Grant represents the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. No amendment to this Right of Way Grant shall be effective unless the same is in writing signed by all parties hereto. Grantor represents to Grantee that Grantor has not relied on any written or oral promise or representation not contained in this Grant.

14. This Grant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Grant is executed on the ______ day of May, 2014.

GRANTOR:
City of Conway, Arkansas

———

LINE #: BT-39
TRACT #: F005
AR PL ROW GRANT REV. 02/16/12
By: Tab Townsell  
Title: Mayor

JOB #: 14832  
IO #: 13072859

ACKNOWLEDGMENT

STATE OF ARKANSAS  
) ss.
COUNTY OF FAULKNER  
)

On this the _____ day of May, 2014, before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Tab Townsell, known to me (or satisfactorily proven), who stated that he was the Mayor of the City of Conway, Arkansas, and that he was duly authorized in such capacity to execute the foregoing instrument for an in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

__________________________________________  
Notary Public

My Commission Expires: _____________________

(SEAL)
EXHIBIT "A"
SECTION 32, T6N, R14W
FAULKNER COUNTY, ARKANSAS

EXISTING LINE
SECTION 32, T6N, R 1 4 W
FAULKNER COUNTY, ARKANSAS
PROPOSED
100’X100’ SITE

EXISTING LINE BM-21

PROPOSED ROUTE

EXISTING LINE B

ACCESS ROAD (1921’± LONG)

ACCESS ROAD
(1262’± LONG)

ACCESS ROAD
(41’± LONG)

ACCESS ROAD

UNION PACIFIC RAILROAD

ARKANSAS HIGHWAY 64

ETWS 150’X150’

ETWS 25’X50’

ETWS 25’X50’

ETWS 25’X50’

ETWS 25’X30’

ETWS 20’X500’

PROPOSED ACCESS ROAD

NOTE:
THIS IS AN EASEMENT DRAWING
AND DOES NOT REPRESENT A
BOUNDARY SURVEY.

PROPERTY OF
CITY OF CONWAY
TRACT F-001
1560 FT. ~ 94.55 RODS

PROPOSED PERMANENT
RIGHT-OF-WAY = 1.43 ACRES

PROPOSED TEMPORARY
RIGHT-OF-WAY = 0.88 ACRES

EXTRA TEMPORARY WORK
SPACE = 0.70 ACRES

DETAIL

COURSE BEARING DISTANCE
L1 S 31°33’41” W 4’
L2 S 75°46’11” W 69’
L3 S 31°33’41” W 972’
L4 S 48°26’51” W 478’
L5 S 01°43’59” E 37’

Enable Gas Transmission, LLC
SHREVEPORT, LA

PROPOSED 12” LINE BT-39 CROSSING THE
PROPERTY OF CITY OF CONWAY
FAULKNER COUNTY, ARKANSAS

SCALE: 1” = 400’
CREATED ON: 05/02/13
LAST EDIT DATE: 10/31/13
DRAWN BY: JEP

A PI
BT-39
001 AD
EXHIBIT "B"
SECTION 32, T6N, R14W
FAULKNER COUNTY, ARKANSAS

PROPOSED 100'X100' SITE

EXISTING LINE BM-21

F-001 CITY OF CONWAY
BOOK 430, PAGE 375
NE/4, PT SE/4, PT NE/4 SW/4

PROPOSED ROUTE

EXISTING LINE BM-21

PERMANENT ACCESS ROAD (1464' LONG)

ARKANSAS HIGHWAY 64

UNION PACIFIC RAILROAD

PROPERTY OF CITY OF CONWAY
TRACT F-001

PROPOSED SITE BOUNDARY

<table>
<thead>
<tr>
<th>COURSE</th>
<th>BEARING</th>
<th>DISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>N 58°26'19&quot; W</td>
<td>100'</td>
</tr>
<tr>
<td>B2</td>
<td>N 31°33'41&quot; E</td>
<td>100'</td>
</tr>
<tr>
<td>B3</td>
<td>S 58°06'10&quot; E</td>
<td>100'</td>
</tr>
<tr>
<td>B4</td>
<td>S 31°33'41&quot; W</td>
<td>100'</td>
</tr>
</tbody>
</table>

NOTE:
THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY.

EXTRA TEMPORARY WORK SPACE = 0.06 ACRES
PROPOSED 100' X 100' SITE = 0.23 ACRES

Enable Gas Transmission, LLC
SHREVEPORT, LA

PROPOSED SITE SITUATED ON THE PROPERTY OF CITY OF CONWAY
FAULKNER COUNTY, ARKANSAS

SCALE: 1" = 400'
CREATED ON: 03/06/14
LAST EDIT DATE: 03/06/14
DRAWN BY: JEP

[Company Logo]

Enable Gas Transmission, LLC
SHREVEPORT, LA
EXHIBIT "C"
SECTIONS 32 & 33, T6N, R14W
FAULKNER COUNTY, ARKANSAS

F-001.1
CITY OF CONWAY
BOOK 488, PAGE 143
PT NE/4 SW/4
ACCESS ROAD (1608' ± LONG)

F-001.2
CITY OF CONWAY
BOOK 574, PAGE 583
PT NE/4 SW/4
ACCESS ROAD (404' ± LONG)

NOTE:
THIS IS AN EASEMENT DRAWING
AND DOES NOT REPRESENT A
BOUNDARY SURVEY.

PROPERTY OF
CITY OF CONWAY
TRACTS F-001.1 & F-001.2

Enable Gas Transmission, LLC
SHREVEPORT, LA

PROPOSED ACCESS ROAD CROSSING THE
PROPERTY OF CITY OF CONWAY
FAULKNER COUNTY, ARKANSAS

SCALE: 1" = 300'
CREATED ON: 03/10/13
LAST EDIT DATE: 09/19/13
DRAWN BY: NJP
Enable Gas Transmission, LLC  
City of Conway  
State of Arkansas  
County of Faulkner

EXHIBIT "D"  
TRACT F-001

CENTERLINE DESCRIPTION FOR A PROPOSED 40' WIDE PERMANENT RIGHT OF WAY & EASEMENT, DESCRIPTION FOR A PROPOSED TEMPORARY RIGHT OF WAY, DESCRIPTION OF PROPOSED EXTRA TEMPORARY WORK SPACE AND DESCRIPTION OF A PROPOSED SITE, ACROSS THE PROPERTY OF THE CITY OF CONWAY

Centerline Description of a Proposed Forty foot (40') wide Permanent Right of Way & Easement, Description for a Proposed Temporary Right of Way, Description of Proposed Extra Temporary Work Space and Description of a Proposed Site, extending over, through, along and across a tract of land lying within and being a part of the Northeast ¼, the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas as recorded in Book 430, Page 375, with the Office of the Clerk and Recorder of Faulkner County, Arkansas, the side lines of said Forty foot (40') wide Permanent Right of Way & Easement being lengthened or shortened to meet the Southwestern boundary of the aforesaid Proposed Site and the Southern boundary of the aforesaid tract, all being more particularly described as follows:

Bearings are based off of a GPS observation transformed into NAD 83, Arkansas South Grid Datum.

PROPOSED PERMANENT RIGHT OF WAY AND EASEMENT

Centerline description for a proposed Forty foot (40') wide Permanent Right of Way & Easement:

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 2,824.59 feet to a point;

THENCE, run East, a distance of 826.69 feet to the POINT OF BEGINNING, said point lying on the Southwesterly boundary of the aforesaid Proposed Site;

THENCE, run S 31°33'41" W, a distance of 4 feet to a point;

THENCE, run S 75°46'11" W, a distance of 69 feet to a point;

THENCE, run S 31°33'41" W, a distance of 972 feet to a point;

THENCE, run S 49°26'51" W, a distance of 478 feet to a point;

THENCE, run S 91°43'55" E, a distance of 37 feet to the POINT OF TERMINATION, said point lying on the North Right of Way line of Union Pacific Railroad, being 1,622.06 feet North and 107.74 feet West of said Southeast corner of the Southwest ¼.

Proposed Permanent Easement Contains 1.43 acres and lies entirely within and is a part of the Northeast ¼, the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.

PROPOSED TEMPORARY RIGHT OF WAY AND PROPOSED EXTRA TEMPORARY WORK SPACE

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 2,814.43 feet to a point;

THENCE, run East a distance of 843.73 feet to the POINT OF BEGINNING, said point lying on the Southeasterly Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement and on the Southwesterly line of the aforesaid Proposed Site;

THENCE, run along said Southwesterly line, S 58°26'19" E, a distance of 20.96 feet to a point, being the Southernmost corner of the aforesaid Proposed Site;

THENCE, continue S 58°26'19" E, a distance of 4.04 feet to a point;

THENCE, run S 31°33'41" W, a distance of 21.93 feet to a point;

THENCE, run S 31°33'41" W, a distance of 89.48 feet to a point;

THENCE, run S 31°33'41" W, a distance of 221.65 feet to a point;

THENCE, run S 68°26'19" E, a distance of 25.00 feet to a point;

November 4, 2013
THENCE, run S 31°33'41" W, a distance of 30.00 feet to a point;
THENCE, run N 58°26'19" W, a distance of 25.00 feet to a point;
THENCE, run S 31°33'41" W, a distance of 304.48 feet to a point;
THENCE run S 58°26'19" E, a distance of 25.00 feet to a point;
THENCE, run S 31°33'41" W, a distance of 50.00 feet to a point;
THENCE, run N 58°26'19" W, a distance of 25.00 feet to a point;
THENCE, run S 31°33'41" W, a distance of 50.00 feet to a point;
THENCE. run N 58°26'19 " W , a distance of 25.00 feet to a point;
THENCE, run S 31°33'41" W, a distance of 50.00 feet to a point;
THENCE, run N 58°26'19 " W, a distance of 25.00 feet to a point;
THENCE, run S 31°33'41" W, a distance of 133.03 feet to a point;
THENCE, run S 41°33'09 " E, a distance of 25.00 feet to a point;
THENCE, run N 31°33'41 " E, a distance of 50.00 feet to a point;
THENCE, run S 48°26'51" W, a distance of 133.03 feet to a point;
THENCE, run S 41°33'09 " E, a distance of 25.00 feet to a point;
THENCE, run N 41°33'09 " W, a distance of 25.00 feet to a point;
THENCE, run S 48°26'51" W, a distance of 50.00 feet to a point:
THENCE, run N 41°33'09 " W, a distance of 25.00 feet to a point;
THENCE, run S 41°33'09 " W, a distance of 25.00 feet to a point;
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THENCE, run N 41°33'09 " W, a distance of 25.00 feet to a point;
THENCE, run S 41°33'09 " W, a distance of 25.00 feet to a point;
THENCE, run N 41°33'09 " W, a distance of 25.00 feet to a point;
THENCE, run S 41°33'09 " W, a distance of 25.00 feet to a point:

COMMEMCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 1,763.22 feet to a point;

THENCE, run West, a distance of 21.96 feet to the POINT OF BEGINNING, said point lying on the Northwesterly Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run along said Northwesterly line, S 84°51'49" W, a distance of 40.08 feet to a point;

THENCE, run N 01°43'59" W, a distance of 175.99 feet to a point;

THENCE, run N 88°16'01" E, a distance of 50.00 feet to a point;

THENCE, run N 01°43'59" W, a distance of 602.58 feet to a point;

THENCE, run N 88°16'01" E, a distance of 20.00 feet to a point;

THENCE, run S 01°43'59" E, a distance of 50.00 feet to a point;

THENCE, run S 01°43'59" E, a distance of 502.58 feet to a point;

THENCE, run S 01°43'59" E, a distance of 80.01 feet to a point;

Page 2 of 3
THENCE, run S 01°43'59" E, a distance of 33.93 feet and back to the POINT OF BEGINNING; and

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 2,803.45 feet to a point:

THENCE, run East, a distance of 861.59 feet to the POINT OF BEGINNING, said point being the Southernmost corner of the aforesaid Proposed Site;

THENCE, run along the Southeasterly line of said Proposed Site, N 31°33'41" E, a distance of 100.00 feet to a point, said point being the Easterly most corner of said Proposed Site;

THENCE, run along the Northeasterly line of said Proposed Site, N 58°26'19" W, a distance of 85.93 feet to a point;

THENCE, run N 31°33'41" E, a distance of 4.14 feet to a point;

THENCE, run S 58°26'19" E, a distance of 105.93 feet to a point;

THENCE, run S 31°33'41" W, a distance of 115.00 feet to a point;

THENCE, run N 58°26'19" W, a distance of 15.96 feet to a point lying on the Southeasterly line of the aforesaid Proposed Temporary Right of Way;

THENCE, run along said Southeasterly line, N 31°33'41" E, a distance of 10.87 feet to a point;

THENCE, run along the Northeasterly line of said Proposed Temporary Right of Way, N 58°26'19" W, a distance of 4.04 feet and back to the POINT OF BEGINNING.

Proposed Temporary Right of Way and Proposed Extra Temporary Work Space: Contains 1.64 acres and lies entirely within and is a part of the Northeast ¼, the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.

PROPOSED SITE:

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 2,803.45 feet to a point;

THENCE, run East, a distance of 861.59 feet to the POINT OF BEGINNING, said point being the Southernmost corner of said Proposed Site;

THENCE, run N 58°26'19" W, a distance of 100 feet to a point;

THENCE, run N 31°33'41" W, a distance of 100 feet to a point;

THENCE, run S 58°26'19" E, a distance of 100 feet to a point;

THENCE, run S 31°33'41" W, a distance of 100 feet and back to the POINT OF BEGINNING.

Proposed Site: Contains 0.23 acres and lies entirely within and is a part of the Northeast ¼, the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.
EXHIBIT "B"
TRACT F-005

CENTERLINE DESCRIPTION FOR A PROPOSED 40' WIDE PERMANENT RIGHT OF WAY.
AND EASEMENT. DESCRIPTION FOR A PROPOSED TEMPORARY RIGHT OF WAY AND
DESCRIPTION OF PROPOSED EXTRA TEMPORARY WORK SPACE, ACROSS
THE PROPERTY OF THE CITY OF CONWAY

Centerline Description for a Proposed Forty foot (40') wide Permanent Right of Way & Easement, Description
for a Proposed Temporary Right of Way and Description of Proposed Extra Temporary Work Space, extending over, through, along and across a tract of land lying within and being a part of the Southeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas as recorded in Book 620, Page 50, with the Office of the Clerk and Recorder of Faulkner County, Arkansas, the side lines of said Forty foot (40') wide Permanent Right of Way & Easement being lengthened or shortened to meet the North and West boundary of aforesaid tract, all being more particularly described as follows:

Bearings are based off of a GPS observation transformed into NAD 83, Arkansas South Grid Datum.

PROPOSED PERMANENT RIGHT OF WAY AND EASEMENT

Centerline description for a proposed Forty foot (40') wide Permanent Right of Way & Easement:

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 1,103.77 feet to a point;

THENCE, run West, a distance of 92.05 feet to the POINT OF BEGINNING;

THENCE, run S01°43'59" E, a distance of 268 feet to a point;

THENCE, run S43°01'01" W, a distance of 174 feet to a point;

THENCE, run S89°16'01" W, a distance of 318 feet to a point;

THENCE, run N80°43'59" W, a distance of 40 feet to a point;

THENCE, run N70°43'59" W, a distance of 498 feet to a point;

THENCE, run N82°43'59" W, a distance of 265 feet to the POINT OF TERMINATION, said point lying on the West boundary of the tract described above and being N02°25'02" E, a distance of 856.86 feet of the Southwest corner of the Southeast ¼ of the Southwest ¼.

Proposed Permanent Easement: Contains 1.43 acres and lies entirely within and is a part of the Southeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.

PROPOSED TEMPORARY RIGHT OF WAY AND PROPOSED EXTRA TEMPORARY WORK SPACE

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 1,055.21 feet to a point;

THENCE, run West, a distance of 70.57 feet to the POINT OF BEGINNING, said point lying on the East Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run S89°26'30" E, a distance of 28.76 feet to a point;

THENCE, run N00°30'36" E, a distance of 35.32 feet to a point lying on the North boundary of the tract described above;

THENCE, run along said North boundary, S87°40'57" E, a distance of 20.02 feet to a point;

THENCE, run S01°43'35" E, a distance of 196.09 feet to a point;

THENCE, run S88°16'01" W, a distance of 25.12 feet to a point;

THENCE, run S43°16'02" W, a distance of 36.36 feet to a point lying on the East Right of Way line of the aforesaid Proposed Right of Way and Easement;
THENCE, run along said East line, N 01°43'59" W, a distance of 227.40 feet and back to the POINT OF BEGINNING; and

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 730.75 feet to a point;

THENCE, run West a distance of 164.56 feet to the POINT OF BEGINNING, said point lying on the Southeasterly Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run S 46°43'59" E, a distance of 25.00 feet to a point;

THENCE run S 43°16'01" W, a distance of 53.66 feet to a point;

THENCE, run S 88°16'01" W, a distance of 82.23 feet to a point;

THENCE, run N 05°40'00" W, a distance of 25.06 feet to a point lying on the South line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run along said South line, N 88°16'01" E, a distance of 73.60 feet to a point;

THENCE, run along the Southeasterly line of said Proposed Permanent Right of Way and Easement, N 43°16'01" E, a distance of 43.30 feet and back to the POINT OF BEGINNING; and

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 683.57 feet to a point;

THENCE, run West a distance of 381.37 feet to the POINT OF BEGINNING, said point lying on the South Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run S 11°43'29" W, a distance of 25.71 feet to a point;

THENCE, run S 88°16'01" W, a distance of 137.67 feet to a point;

THENCE, run N 80°43'59" W, a distance of 17.43 feet to a point;

THENCE, run N 13°31'38" E, a distance of 25.07 feet to a point lying on the South line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, continue along said South line, S 80°43'59" E, a distance of 43.16 feet to a point;

THENCE, run along said South line, N 88°16'01" E, a distance of 141.24 feet and back to the POINT OF BEGINNING; and

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 874.72 feet to a point,

THENCE, run West a distance of 1.225.91 feet to the POINT OF BEGINNING, said point lying on the South Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run N 07°16'01" E, a distance of 25.00 feet to a point,

THENCE, run N 62°43'59" W, a distance of 50.00 feet to a point,

THENCE, run N 03°36'15" E, a distance of 25.00 feet to a point lying on the South line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run along said South line, S 82°43'59" E, a distance of 51.80 feet and back to the POINT OF BEGINNING; and
COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 1,087.44 feet to a point;

THENCE, run West a distance of 111.57 feet to the POINT OF BEGINNING, said point lying on the West Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement and on the South Right of Way line of Arkansas Highway 64;

THENCE, run along said West line, S 01°43'59" E, a distance of 244.28 feet to a point;

THENCE, run along the Northwesterly line of the aforesaid Proposed Permanent Right of Way and Easement, S 43°16'01" W, a distance of 157.33 feet to a point;

THENCE, run along the North line of the aforesaid Proposed Permanent Right of Way and Easement, S 88°16'01" W, a distance of 308.04 feet to a point;

THENCE, continue along said North line, N 80°43'59" W, a distance of 36.32 feet to a point;

THENCE, continue along said North line, N 70°43'59" W, a distance of 497.87 feet to a point;

THENCE, continue along said North line, N 82°43'59" W, a distance of 258.32 feet to a point lying on the West boundary of the tract described above;

THENCE, run along said West boundary, N 02°25'05" E, a distance of 35.13 feet to a point;

THENCE, run S 62°43'59" E, a distance of 274.97 feet to a point;

THENCE, run S 70°43'59"E, a distance of 498.48 feet to a point;

THENCE, run S 80°43'59" E, a distance of 29.89 feet to a point;

THENCE, run N 88°16'01" E, a distance of 290.17 feet to a point;

THENCE, run N 43°16'01" E, a distance of 106.56 feet to a point;

THENCE, run S 88°16'01" W, a distance of 9.50 feet to a point;

THENCE, run N 01°43'59"W, a distance of 200.02 feet to a point;

THENCE, run N 88°16'01" E, a distance of 34.88 feet to a point;

THENCE, run N 01°43'59" W, a distance of 44.89 feet to a point;

THENCE, run N 87°41'01" W, a distance of 25.01 feet and back to the POINT OF BEGINNING.

Proposed Temporary Right of Way and Proposed Extra Temporary Work Space: Contains 1.79 acres and lies entirely within and is a part of the Southeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.
EXHIBIT "A"
SECTION 32, T6N, R14W
FAULKNER COUNTY, ARKANSAS

PROPOSED ROUTE
SEE DETAIL
CITY OF CONWAY
BOOK 620, PAGE 50
PT SE/4 SW/4

ETWS 50'X195'
EXISTING LINE

--- --- ---
SBC17 .0N 38, f'tlN-RU'ff
SECTION 6, T6N-R14if

THIS IS AN EASEMENT
DRAWING AND DOES
NOT REPRESENT A
BOUNDARY SURVEY.

PROPOSED COURSE BEARING
DISTANCE
11 S 01°43'59" E 288'
L2 11 43'16'01" W 174'
L3 11 86'16'01" W 318'
L4 N 80°43'59" W 40'
L5 N 70°43'59" W 498'
L6 N 62°43'59" W 285'

PROPERTY OF
CITY OF CONWAY
TRACT F-005
1562 FT. ~ 94.87 RODS

PROPOSED PERMANENT
RIGHT-OF-WAY = 1.43 ACRES
PROPOSED TEMPORARY
RIGHT-OF-WAY = 1.11 ACRES
EXTRA TEMPORARY WORK
SPACE = 0.68 ACRES

Enable Gas Transmission, LLC
SHREVEPORT, LA

PROPOSED 12" LINE BT-39 CROSSING THE
PROPERTY OF CITY OF CONWAY
FAULKNER COUNTY, ARKANSAS

SCALE: 1" = 300'
CREATED ON: 09/19/12
LAST EDIT DATE: 08/07/13
DRAWN BY: JEP
EXHIBIT “B”
TRACT F-005
CENTERLINE DESCRIPTION FOR A PROPOSED 40' WIDE PERMANENT RIGHT OF WAY & EASEMENT, DESCRIPTION FOR A PROPOSED TEMPORARY RIGHT OF WAY AND DESCRIPTION OF PROPOSED EXTRA TEMPORARY WORK SPACE, ACROSS THE PROPERTY OF THE CITY OF CONWAY

Centerline Description of a Proposed Forty foot (40') wide Permanent Right of Way & Easement, Description for a Proposed Temporary Right of Way and Description of Proposed Extra Temporary Work Space, extending over, through, along and across a tract of land lying within and being a part of the Southeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas as recorded in Book 620, Page 50, with the Office of the Clerk and Recorder of Faulkner County, Arkansas, the side lines of said Forty foot (40') wide Permanent Right of Way & Easement being lengthened or shortened to meet the North and West boundary of aforesaid tract, all being more particularly described as follows:

Bearings are based off of a GPS observation transformed into NAD 83, Arkansas South Grid Datum.

PROPOSED PERMANENT RIGHT OF WAY AND EASEMENT

Centerline description for a proposed Forty foot (40') wide Permanent Right of Way & Easement:

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 1,103.77 feet to a point;

THENCE, run West, a distance of 92.05 feet to the POINT OF BEGINNING;

THENCE, run S 01°43'59" E, a distance of 268 feet to a point;

THENCE, run S 43°16'01" W, a distance of 174 feet to a point;

THENCE, run S 88°16'01" W, a distance of 318 feet to a point;

THENCE, run N 80°43'59" W, a distance of 40 feet to a point;

THENCE, run N 70°43'59" W, a distance of 498 feet to a point;

THENCE, run N 82°43'59" W, a distance of 265 feet to the POINT OF TERMINATION, said point lying on the West boundary of the tract described above and being N 02°25'02" E, a distance of 856.86 feet of the Southwest corner of the Northeast ¼ of the Southeast ¼.

Proposed Permanent Easement contains 1.43 acres and lies entirely within and is a part of the Southeast ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.

PROPOSED TEMPORARY RIGHT OF WAY AND PROPOSED EXTRA TEMPORARY WORK SPACE

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 1,055.21 feet to a point;

THENCE, run West a distance of 70.57 feet to the POINT OF BEGINNING, said point lying on the East Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run S 89°29'30" E, a distance of 28.76 feet to a point;

THENCE, run N 00°30'36" E, a distance of 35.32 feet to a point lying on the North boundary of the tract described above;

THENCE, run along said North boundary, N 87°40'57" E, a distance of 20.02 feet to a point;

THENCE, run S 01°43'35" E, a distance of 196.09 feet to a point;

THENCE, run S 88°16'01" W, a distance of 25.12 feet to a point;

THENCE, run S 01°43'59" E, a distance of 40.67 feet to a point;

THENCE, run S 43°16'02" W, a distance of 35.36 feet to a point lying on the East Right of Way line of the aforesaid Proposed Right of Way and Easement;
THENCE, run along said East line, N 01°43'59" W, a distance of 227.40 feet and back to the POINT OF BEGINNING; and

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 720.76 feet to a point;

THENCE, run West a distance of 164.56 feet to the POINT OF BEGINNING, said point lying on the Southeasterly Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run S 46°43'59" E, a distance of 25.00 feet to a point;

THENCE run S 43°16'01" W, a distance of 53.66 feet to a point;

THENCE, run S 88°16'01" W, a distance of 82.23 feet to a point;

THENCE. run N 05°40'00" W, a distance of 25.06 feet to a point

lying on the South line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run along said South line, N 88°16'01" E, a distance of 73.60 feet to a point:

THENCE, run along the South line, N 43°16'01" E, a distance of 43.30 feet and back to the POINT OF BEGINNING; and

COMMENCING at the Southeast corner of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 683.57 feet to a point;

THENCE, run West a distance of 381.37 feet to the POINT OF BEGINNING, said point lying on the South Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement;

THENCE, run along the South line, N 05°40'00" W, a distance of 25.05 feet to a point lying on the South line of the aforesaid Proposed Permanent Right of Way and Easement;
COMMENCING at the Southeast corner of the Southwest 1/4 of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas and run North, a distance of 1,087.44 feet to a point;

THENCE, run West a distance of 111.57 feet to the POINT OF BEGINNING, said point lying on the West Right of Way line of the aforesaid Proposed Permanent Right of Way and Easement and on the South Right of Way line of Arkansas Highway 54;

THENCE, run along said West line, S 01°43'59" E, a distance of 244.26 feet to a point;

THENCE, run along the Northwesterly line of aforesaid Proposed Permanent Right of Way and Easement, S 43°16'01" W, a distance of 157.33 feet to a point;

THENCE, run along the North line of the aforesaid Proposed Permanent Right of Way and Easement, S 88°16'01" W, a distance of 308.04 feet to a point;

THENCE, continue along said North line, N 80°43'59" W, a distance of 36.32 feet to a point;

THENCE, continue along said North line, N 70°43'59" W, a distance of 497.87 feet to a point;

THENCE, continue along said North line, N 82°43'59" W, a distance of 268.32 feet to a point lying on the West boundary of the tract described above;

THENCE, run along said West boundary, N 02°25'05" E, a distance of 35.13 feet to a point;

THENCE, run S 82°43'59" E, a distance of 274.97 feet to a point;

THENCE, run S 70°43'59" E, a distance of 498.48 feet to a point;

THENCE, run S 80°43'59" E, a distance of 29.80 feet to a point;

THENCE, run N 88°16'01" E, a distance of 290.17 feet to a point;

THENCE, run N 43°16'01" E, a distance of 109.56 feet to a point;

THENCE, run S 88°16'01" W, a distance of 8.50 feet to a point;

THENCE, run N 01°43'59" W, a distance of 200.02 feet to a point;

THENCE, run N 88°16'01" E, a distance of 34.88 feet to a point;

THENCE, run N 01°43'59" W, a distance of 44.89 feet to a point;

THENCE, run N 87°41'01" E, a distance of 25.01 feet and back to the POINT OF BEGINNING.

Proposed Temporary Right of Way and Proposed Extra Temporary Work Space: Contains 1.79 acres and lies entirely within and is a part of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.
City of Conway, Arkansas  
Ordinance No. O-14-______

AN ORDINANCE ACCEPTING AND APPROPRIATING DONATION FUNDS FOR THE CONWAY TREE BOARD TO HELP PAY FOR EXPENSES ASSOCIATED WITH THE ANNUAL ARBOR DAY CELEBRATION; AND FOR OTHER PURPOSES;

Whereas, donations in the amount of $5,700 were received from Conway Corp, David Grimes, and the Faulkner County Master Gardeners in support of the annual Arbor Day celebration; and

Whereas, the holiday of Arbor Day, recognized by official proclamation, is one of critical importance to the education of the general public to the beneficial role our urban forest plays 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, Arkansas, shall accept donation funds in the amount of $5,700.00 and appropriate said funds from the Donations Account (260-000-4705) to the Tree Board Account (260-000-5430).

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

Passed this 23rd day of September, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett  
City Clerk/Treasurer
AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN LANDS COMPRISED OF 146.73 ACRES LOCATED ON THE EAST SIDE OF MILL POND ROAD NORTH OF MOUNTAIN PARK ESTATES, TO WATER IMPROVEMENT DISTRICT #11, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES:

Whereas, parties claiming to be the owners of the majority in assessed value of the property located within the territory hereinafter described have filed a petition requesting to be annexed into Water Improvement District #11 of the City of Conway; and;

Whereas, after due notice as required by law, the City Council of the city of Conway has heard all parties desiring to be heard, and ascertained that said petition is in all respects proper.

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

Section 1. The following described real property is hereby annexed into water improvement district #11 of the City of Conway, Arkansas:

A tract of land located in part of the E½ of the NW¼ and part of the NE¼ of Section 2 and in part of the NW¼ NW¼ of Section 1, all in Township 4 North, Range 14 West, Faulkner County, Arkansas, being further described as follows: Commencing at an Anchor Bolt for the Northwest Corner of the NE¼ of Section 2; thence along the North Line of said NE¼ S88°45'46"E, 59.21 feet to a Stone for the Southwest Corner of the SE¼ of Section 35, Township 5 North, Range 14 West, Faulkner County, Arkansas; thence continue along the North Line of said NE¼ of Section 2 S88°45'49"E, 235.69 feet to a ½" Rebar with Cap (PLS 1363) for the Point of Beginning; thence continue along said North Line S88°45'49"E, 1016.91 feet to a Stone for the Northeast Corner of the NW¼ NE¼ of said Section 2; thence continue along the North Line of the NE¼ of Section 2 S88°22'52"E, 1309.31 feet to a Stone for the Northeast Corner of Section 2; thence along the North Line of said NW¼ NW¼ of said Section 1, S89°30'55"E, 78.59 feet to a Stone for the Southeast Corner of said Section 35; thence continue along said North Line of the NW¼ NW¼ of Section 1 S88°37'16"E, 543.18 feet to a ½" Rebar with Cap (PLS 1363); thence leaving the North Line of said NW¼ NW¼ of Section 1 S15°39'09"W, 1186.50 feet to a ½" Rebar with Cap (PLS 1363) on the South Line of the NW¼ NW¼ of Section 1; thence along said South Line N86°46'08"W, 343.20 feet to a Stone for the Southeast Corner of the NE¼ NE¼ of Section 2; thence along the East Line of the NE¼ of Section 2 S02°12'47"W, 967.00 feet to a ½" Rebar with Cap (PLS 1363); thence leaving said East Line S01°57'45"W, 352.54 feet to a 1" Pipe for the Southeast Corner of the SW¼ NE¼; thence along the South Line of said SW¼ NE¼ N88°22'39"W, 1316.90 feet to a ¾" Rebar for the Southwest Corner of said SW¼ NE¼; thence continue along the South Line of the SE¼ NW¼ of Section 2 N88°22'39"W, 51.07 feet to a ¾" Rebar with Cap (PLS 1363); thence leaving said South Line N00°56'19"E, 1520.17 feet to a ¾" Rebar with Cap (PLS 1363); thence S88°24'50"E, 291.87 feet to a 1" Pipe; thence N02°04'11"E, 420.00 feet to a ⅝" Rebar with Cap (PLS 1363); thence N88°26'17"W, 210.00 feet to a 1" Pipe on the West Line of the NW¼ NE¼ of said Section
2; thence along said West Line N02°07'14"E, 190.84 feet to a ½" Rebar with Cap (PLS 1363); thence leaving said West Line S88°12'04"E, 293.90 feet to a ½" Rebar with Cap (PLS 1363); thence N02°07'07"E, 295 feet to the Point of Beginning, containing 146.73 acres more or less.

Section 2: Said annexation area shall be in all respects governed by the existing laws governing Water Improvement District #11 to the City of Conway, Arkansas, and shall be served by the same commissioners, who shall compose the board of improvements for said district.

Section 3: It is hereby ascertained and declared that it is necessary for the protection and preservation of the public health and safety that the foregoing ordinance shall take effect and be in force from and after its passage and publication.

PASSED this 23rd day of September, 2014.

Approved:

_______________________________
Mayor Tab Townsell

Attest:

_______________________________
Michael O. Garrett
City Clerk/Treasurer
Municipal Improvement District No 11
Annexation of Orchard on Round Mountain

It was unanimously agreed by all Commissioners that the 142 acres known as Orchard on Round Mountain be approved for annexation into Water District 11. This will help the water district to reduce the remaining balance of our loan.

Marcie Garis, Chairperson

Robert Downey, Commissioner

8-21-14
September 15, 2014

United Motor Company, Inc. and Rush-Hal Development, LLC request the City of Conway annex property they own (see attached description) into the city’s Water Improvement Dist. #11. Thank you for your consideration.

United Motor Co. Inc.

Hal Crafton, President

Rush-Hal Development, LLC

Hal Crafton, member/operating mgr
A tract of land located in part of the E½ of the NW¼ and part of the NE¼ of Section 2 and in part of the NW¼ NW¼ of Section 1, all in Township 4 North, Range 14 West, Faulkner County, Arkansas, being further described as follows: Commencing at an Anchor Bolt for the Northwest Corner of the NE¼ of Section 2; thence along the North Line of said NE¼ S88°45'46"E, 59.21 feet to a Stone for the Southwest Corner of the SE¼ of Section 35, Township 5 North, Range 14 West, Faulkner County, Arkansas; thence continue along the North Line of said NE¼ of Section 2 S88°45'49"E, 235.69 feet to a ½" Rebar with Cap (PLS 1363) for the Point of Beginning; thence continue along said North Line S88°22'52"E, 1309.31 feet to a Stone for the Northeast Corner of Section 2; thence along the North Line of said NW¼ NW¼ of said Section 1, S89°30'55"E, 78.59 feet to a Stone for the Southeast Corner of said Section 35; thence continue along said North Line of the NW¼ NW¼ of Section 1 S88°37'16"E, 543.18 feet to a ½" Rebar with Cap (PLS 1363); thence leaving the North Line of said NW¼ NW¼ of Section 1 S15°39'09"W, 1186.50 feet to ¾" Rebar with Cap (PLS 1363) on the South Line of the NW¼ NW¼ of Section 1; thence along said South Line N86°46'08"W, 343.20 feet to a Stone for the Southeast Corner of the NE¼ NE¼ of Section 2; thence along the East Line of the NE¼ of Section 2 S02°12'47"W, 967.00 feet to a ¼" Rebar with Cap (PLS 1363); thence leaving said East Line N86°52'41"W, 1302.80 feet to an Axle on the East Line of the SW¼ NE¼ of Section 2; thence along said East Line S01°57'45"W, 352.54 feet to a 1" Pipe for the Southeast Corner of the SW¼ NE¼; thence along the South Line of said SW¼ NE¼ N88°22'39"W, 1316.90 feet to a ½" Rebar for the Southwest Corner of said SW¼ NE¼; thence continue along the South Line of the SE¼ NW¼ of Section 2 N88°22'39"W, 51.07 feet to a ¼" Rebar with Cap (PLS 1363); thence leaving said South Line N00°56'19"E, 1520.17 feet to a ¼" Rebar with Cap (PLS 1363); thence S88°24'50"E, 291.87 feet to a 1" Pipe; thence N02°04'11"E, 420.00 feet to a ½" Rebar with Cap (PLS 1363); thence N88°26'17"W, 210.00 feet to a 1" Pipe on the West Line of the NW¼ NE¼ of said Section 2; thence along said West Line N02°07'14"E, 190.84 feet to a ½" Rebar with Cap (PLS 1363); thence leaving said West Line S88°12'04"E, 293.90 feet to a ½" Rebar with Cap (PLS 1363); thence N02°07'07"E, 295 feet to the Point of Beginning, containing 146.73 acres more or less.
AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT THE NORTHEAST CORNER OF UNITED DRIVE AND SUPERIOR DRIVE FROM C-4 TO C-3:

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 C-4 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

PART OF LOT 3, TOMMY LEWIS ADDITION, PHASE II AS SHOWN IN PLAT BOOK J, PAGE 138, RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR W/CAP (PLS 1363) FOR THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE EAST RIGHT-OF-WAY OF SOUTH HARKRIDER DRIVE (STATE HIGHWAY NO. 365), S21°21'32"E, 599.66 FT. TO THE NORTH RIGHT-OF-WAY OF LANDMARK DRIVE; THENCE S88°38'26"E ALONG SAID NORTH RIGHT-OF-WAY, 902.26 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S88°38'26"E, 630.08 FT. TO THE NORTHWEST CORNER OF THE CALDWELL TOYOTA REPLAT; THENCE ALONG THE WEST LINE OF CALDWELL TOYOTA REPLAT S01°20'24"W, 471.39 FT. TO THE SOUTHWEST CORNER OF SAID CALDWELL TOYOTA REPLAT ON THE NORTH RIGHT-OF-WAY OF UNITED DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY N88°38'26"W, 830.43 FT.; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 28.00 FT., AN ARC LENGTH OF 44.00 FT., A CHORD BEARING AND DISTANCE OF N43°37'07"W, 39.61 FT. TO A POINT ON THE EAST RIGHT-OF-WAY OF SUPERIOR DRIVE; THENCE ALONG SAID EAST RIGHT-OF-WAY N01°24'12"E, 250.19 FT.; THENCE LEAVING SAID EAST RIGHT-OF-WAY N51°05'09"E, 298.33 FT. TO THE POINT OF BEGINNING, CONTAINING 8.78 ACRES MORE OR LESS.

to those of C-3, 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 23rd day of September, 2014.

Approved:

Attest:

___________________________
Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer
September 15, 2014

Council Members
Conway, AR 72032

Dear Council Members:

A request for a rezoning from C-4 to C-3 for property that is located at the northeast corner of United Drive and Superior Drive with the legal description:

PART OF LOT 3, TOMMY LEWIS ADDITION, PHASE II AS SHOWN IN PLAT BOOK J, PAGE 138, RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR W/CAP (PLS 1363) FOR THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE EAST RIGHT-OF-WAY OF SOUTH HARKRIDER DRIVE (STATE HIGHWAY NO. 365), S21°21'32"E, 599.66 FT. TO THE NORTH RIGHT-OF-WAY OF LANDMARK DRIVE; THENCE S88°38'26"E ALONG SAID NORTH RIGHT-OF-WAY, 902.26 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S88°38'26"E, 630.08 FT. TO THE NORTHWEST CORNER OF THE CALDWELL TOYOTA REPLAT; THENCE ALONG THE WEST LINE OF CALDWELL TOYOTA REPLAT S01°20'24"W, 471.39 FT. TO THE SOUTHWEST CORNER OF CALDWELL TOYOTA REPLAT ON THE NORTH RIGHT-OF-WAY OF UNITED DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY N88°38'26"W, 830.43 FT.; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 28.00 FT., AN ARC LENGTH OF 44.00 FT., A CHORD BEARING AND DISTANCE OF N43°37'07"W, 39.61 FT. TO A POINT ON THE EAST RIGHT-OF-WAY OF SUPERIOR DRIVE; THENCE ALONG SAID EAST RIGHT-OF-WAY N01°24'12"E, 250.19 FT.; THENCE LEAVING SAID EAST RIGHT-OF-WAY N51°05'09"E, 298.33 FT. TO THE POINT OF BEGINNING, CONTAINING 8.78 ACRES MORE OR LESS.

was reviewed by the Planning Commission at its regular meeting on September 15, 2014. The Planning Commission voted unanimously that the request be sent to the City Council with a recommendation for approval.

Submitted by,

Jeff Allender, Chair
Planning Commission
September 16, 2014

Mayor Tab Townsell and City Council
1201 Oak Street
Conway AR 72032

Re:  Dog Park Fence Installation

Mayor:

Bids were received at 10:00am on Thursday, September 11th 2014 at Conway City Hall for the above referenced project. This project consists of the installation of approximately 1860 feet of chain link fencing including two twelve foot maintenance gates and two 8' x 16' staging areas at the entrance into the facility which will include four self-closing gates. Bids include all labor and materials necessary to complete the project. The seven (7) bids received for this project are listed below and detailed on the enclosed bid tabulation.

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jordan’s Fence Company</td>
<td>$29,391.50</td>
</tr>
<tr>
<td>Bill’s Fence Company</td>
<td>$31,924.00</td>
</tr>
<tr>
<td>Arkansas Fence &amp; Guardrail</td>
<td>$32,250.00</td>
</tr>
<tr>
<td>United Fence &amp; Construction Inc.</td>
<td>$34,849.00</td>
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<tr>
<td>Legacy Fencing</td>
<td>$39,195.00</td>
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<tr>
<td>Conway Fence</td>
<td>$39,682.00</td>
</tr>
<tr>
<td>Robinson Fence Company</td>
<td>$44,125.00</td>
</tr>
</tbody>
</table>

I would like to recommend accepting the second lowest bid from Bill’s Fence Company. Jordan’s Fence Company was unable to provide a performance bond. This project would utilize the Parks and Recreation A&P funds.

Sincerely,

[Signature]

Steve Ibbotson
Parks Director
# Bid Tabulations:

Bid Name: 2014-19_Parks & Recreation Dog Park Fence Installation  
Bid Opening Date: Thursday, September 11, 2014 @ 10:00am  
City Hall, Downstairs Conference Room

<table>
<thead>
<tr>
<th>Bidder's Name</th>
<th>Bid Amount</th>
<th>Misc. Info.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jordan's Fence Company</td>
<td>$29,391.50</td>
<td></td>
</tr>
<tr>
<td>Robinson Fence Company</td>
<td>$44,125.00</td>
<td></td>
</tr>
<tr>
<td>Bill's Fence Company</td>
<td>$31,924.00</td>
<td></td>
</tr>
<tr>
<td>United Fence &amp; Construction Inc.</td>
<td>$34,849.00</td>
<td></td>
</tr>
<tr>
<td>Conway Fence</td>
<td>$39,682.00</td>
<td></td>
</tr>
<tr>
<td>Arkansas Fence &amp; Guardrail</td>
<td>$32,250.00</td>
<td></td>
</tr>
<tr>
<td>Legacy Fencing</td>
<td>$39,195.00</td>
<td></td>
</tr>
</tbody>
</table>
AN ORDINANCE APPROPRIATING REVENUE FUNDS TO THE CONWAY SANITATION DEPARTMENT, FOR POSSIBLE TURN-KEY DEVELOPMENT OF A LANDFILL GAS TO ENERGY PROJECT AND FOR OTHER PURPOSES:

Whereas; the Conway Sanitation Department requests revenue appropriation of $101,545 to be used for the possible turn-key development of a landfill gas to energy project; and

Whereas, the City Council has already approved the proposal from Terracon for said purposes.

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

Section 1. The City of Conway shall appropriate $101,545 from the Sanitation Fund Account to 510.510.5240 - Engineering Services.

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

PASSED this 23rd day of September, 2014.

Approved:

__________________________
Mayor Tab Townsell

Attest:

__________________________
Michael O. Garrett
City Clerk/Treasurer
Date: September 9, 2014

To: Mayor Tab Townsell

From: Lisa Mabry-Williams

Subject: Medical and Dental Premium Increases/Decreases by Year

<table>
<thead>
<tr>
<th>Year</th>
<th>Benefit</th>
<th>Vendor</th>
<th>Percentage of Premium Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>Medical</td>
<td>Health Advantage BlueCross Blue Shield</td>
<td>27.6% 5.5%</td>
</tr>
<tr>
<td>2014</td>
<td>Medical</td>
<td>Health Advantage BlueCross Blue Shield</td>
<td>18% (plan design changed to reduce premium increase to 18% from 28%) 3%</td>
</tr>
<tr>
<td>2013</td>
<td>Medical</td>
<td>Health Advantage BlueCross Blue Shield</td>
<td>6.2% (employees were migrated to a single option plan to reduce premium increase to 6.2% from 15.8%) 0%</td>
</tr>
<tr>
<td>2012</td>
<td>Medical</td>
<td>Health Advantage BlueCross Blue Shield</td>
<td>0% 0%</td>
</tr>
<tr>
<td>2011</td>
<td>Medical</td>
<td>Health Advantage BlueCross Blue Shield</td>
<td>1.5% 3.0%</td>
</tr>
<tr>
<td>2010</td>
<td>Medical</td>
<td>Health Advantage BlueCross Blue Shield</td>
<td>1.5% 3.0%</td>
</tr>
<tr>
<td>2009</td>
<td>Medical</td>
<td>Health Advantage BlueCross Blue Shield</td>
<td>3.0% 2.0%</td>
</tr>
<tr>
<td>2008</td>
<td>Medical</td>
<td>Health Advantage BlueCross Blue Shield</td>
<td>0% 5%</td>
</tr>
<tr>
<td>2007</td>
<td>Medical</td>
<td>Health Advantage BlueCross Blue Shield</td>
<td>8% (vendor changed to Health Advantage due to a 19% increase from United Health Care) 13.0%</td>
</tr>
<tr>
<td>2006</td>
<td>Medical</td>
<td>United Health Care BlueCross Blue Shield</td>
<td>0% 0%</td>
</tr>
<tr>
<td>2005</td>
<td>Medical</td>
<td>United Health Care BlueCross Blue Shield</td>
<td>1.5% 8.2% Decrease</td>
</tr>
<tr>
<td>2004</td>
<td>Medical</td>
<td>United Health Care Delta Dental</td>
<td>0% 0%</td>
</tr>
</tbody>
</table>
### 2014 AML Health Benefit Fund Rates

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500</td>
<td>$19.50</td>
<td>$124.75</td>
<td>$101.00</td>
<td>$184.00</td>
</tr>
<tr>
<td>Cost/Mo.</td>
<td>$9.75</td>
<td>$62.38</td>
<td>$50.50</td>
<td>$92.00</td>
</tr>
<tr>
<td>City Cost/Mo.</td>
<td>$293.50</td>
<td>$470.25</td>
<td>$454.00</td>
<td>$511.00</td>
</tr>
<tr>
<td>City Cost/Pay Period</td>
<td>$146.75</td>
<td>$235.13</td>
<td>$227.00</td>
<td>$255.50</td>
</tr>
<tr>
<td>Total Premium</td>
<td>$313.00</td>
<td>$595.00</td>
<td>$555.00</td>
<td>$695.00</td>
</tr>
<tr>
<td>% Paid by City</td>
<td>93.8%</td>
<td>79.9%</td>
<td>81.8%</td>
<td>73.5%</td>
</tr>
</tbody>
</table>

### 2014 Health Advantage Medical Ins. Rates

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1000</td>
<td>$20.84</td>
<td>$134.09</td>
<td>$102.76</td>
<td>$234.21</td>
</tr>
<tr>
<td>Cost/Mo.</td>
<td>$10.42</td>
<td>$67.05</td>
<td>$51.38</td>
<td>$117.11</td>
</tr>
<tr>
<td>City Cost/Mo.</td>
<td>$315.26</td>
<td>$564.41</td>
<td>$461.84</td>
<td>$649.59</td>
</tr>
<tr>
<td>City Cost/Pay Period</td>
<td>$157.63</td>
<td>$252.21</td>
<td>$230.92</td>
<td>$324.80</td>
</tr>
<tr>
<td>Total Premium</td>
<td>$336.10</td>
<td>$638.50</td>
<td>$564.60</td>
<td>$883.80</td>
</tr>
<tr>
<td>% Paid by City</td>
<td>93.8%</td>
<td>79.9%</td>
<td>81.8%</td>
<td>73.5%</td>
</tr>
</tbody>
</table>

### 2015 AML Health Fund Monthly Premium Savings

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1000</td>
<td>$26.58</td>
<td>$171.02</td>
<td>$131.06</td>
<td>$298.73</td>
</tr>
<tr>
<td>Cost/Mo.</td>
<td>$13.29</td>
<td>$85.51</td>
<td>$65.53</td>
<td>$149.37</td>
</tr>
<tr>
<td>City Cost/Mo.</td>
<td>$402.12</td>
<td>$643.38</td>
<td>$589.04</td>
<td>$828.57</td>
</tr>
<tr>
<td>City Cost/Pay Period</td>
<td>$201.06</td>
<td>$321.69</td>
<td>$294.52</td>
<td>$414.28</td>
</tr>
<tr>
<td>Total Premium</td>
<td>$428.70</td>
<td>$814.40</td>
<td>$720.10</td>
<td>$1,127.30</td>
</tr>
<tr>
<td>% Paid by City</td>
<td>93.8%</td>
<td>79.9%</td>
<td>81.8%</td>
<td>73.5%</td>
</tr>
</tbody>
</table>

### 2015 Health Advantage Medical Ins. Rates

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1000</td>
<td>$26.58</td>
<td>$171.02</td>
<td>$131.06</td>
<td>$298.73</td>
</tr>
<tr>
<td>Cost/Mo.</td>
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<td>$65.53</td>
<td>$149.37</td>
</tr>
<tr>
<td>City Cost/Mo.</td>
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<td>$828.57</td>
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<tr>
<td>City Cost/Pay Period</td>
<td>$201.06</td>
<td>$321.69</td>
<td>$294.52</td>
<td>$414.28</td>
</tr>
<tr>
<td>Total Premium</td>
<td>$428.70</td>
<td>$814.40</td>
<td>$720.10</td>
<td>$1,127.30</td>
</tr>
<tr>
<td>% Paid by City</td>
<td>93.8%</td>
<td>79.9%</td>
<td>81.8%</td>
<td>73.5%</td>
</tr>
</tbody>
</table>

### 2015 Health Advantage Medical Ins. Rates

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1000</td>
<td>$26.58</td>
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<td>$131.06</td>
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<td>Cost/Mo.</td>
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<td>$65.53</td>
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</tr>
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<td>$828.57</td>
</tr>
<tr>
<td>City Cost/Pay Period</td>
<td>$201.06</td>
<td>$321.69</td>
<td>$294.52</td>
<td>$414.28</td>
</tr>
<tr>
<td>Total Premium</td>
<td>$428.70</td>
<td>$814.40</td>
<td>$720.10</td>
<td>$1,127.30</td>
</tr>
<tr>
<td>% Paid by City</td>
<td>93.8%</td>
<td>79.9%</td>
<td>81.8%</td>
<td>73.5%</td>
</tr>
</tbody>
</table>
## CURRENT DENTAL RATES

<table>
<thead>
<tr>
<th>Plan</th>
<th>Option</th>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 BCBS Dental Blue Dental Ins. Rates</td>
<td>Employee Cost/Mo.</td>
<td>Employee Cost/Pay Period</td>
<td>City Cost/Mo.</td>
<td>City Cost/Pay Period</td>
<td>Total Premium</td>
</tr>
<tr>
<td>Option 1B</td>
<td>$4.78</td>
<td>$2.39</td>
<td>$18.22</td>
<td>$9.11</td>
<td>$23.00</td>
</tr>
<tr>
<td>$1000/yr max benefit (Low Option)</td>
<td>$11.11</td>
<td>$5.56</td>
<td>$36.59</td>
<td>$18.29</td>
<td>$47.70</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$14.53</td>
<td>$7.26</td>
<td>$41.77</td>
<td>$20.89</td>
<td>$62.92</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$19.71</td>
<td>$9.86</td>
<td>$49.19</td>
<td>$24.60</td>
<td>$73.79</td>
</tr>
<tr>
<td>Employee + Children</td>
<td>$20.93</td>
<td>$10.47</td>
<td>$41.77</td>
<td>$20.89</td>
<td>$62.70</td>
</tr>
<tr>
<td>Employee + Family</td>
<td>$27.41</td>
<td>$13.71</td>
<td>$49.19</td>
<td>$24.60</td>
<td>$74.40</td>
</tr>
<tr>
<td>2015 PROPOSED DENTAL RATES</td>
<td>Employee Cost/Mo.</td>
<td>Employee Cost/Pay Period</td>
<td>City Cost/Mo.</td>
<td>City Cost/Pay Period</td>
<td>Total Premium</td>
</tr>
<tr>
<td>Option 1B</td>
<td>$5.05</td>
<td>$2.53</td>
<td>$19.25</td>
<td>$9.62</td>
<td>$24.30</td>
</tr>
<tr>
<td>$1000/yr max benefit (Low Option)</td>
<td>$11.72</td>
<td>$5.86</td>
<td>$38.58</td>
<td>$19.29</td>
<td>$50.30</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$15.33</td>
<td>$7.66</td>
<td>$44.07</td>
<td>$22.04</td>
<td>$66.11</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$20.79</td>
<td>$10.40</td>
<td>$51.91</td>
<td>$25.95</td>
<td>$77.86</td>
</tr>
</tbody>
</table>

## 2015 PROPOSED DENTAL RATES

<table>
<thead>
<tr>
<th>Plan</th>
<th>Option</th>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 BCBS Dental Blue Dental Ins. Rates</td>
<td>Employee Cost/Mo.</td>
<td>Employee Cost/Pay Period</td>
<td>City Cost/Mo.</td>
<td>City Cost/Pay Period</td>
<td>Total Premium</td>
</tr>
<tr>
<td>Option 1B</td>
<td>$5.05</td>
<td>$2.53</td>
<td>$19.25</td>
<td>$9.62</td>
<td>$24.30</td>
</tr>
<tr>
<td>$1000/yr max benefit (Low Option)</td>
<td>$11.72</td>
<td>$5.86</td>
<td>$38.58</td>
<td>$19.29</td>
<td>$50.30</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$15.33</td>
<td>$7.66</td>
<td>$44.07</td>
<td>$22.04</td>
<td>$66.11</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$20.79</td>
<td>$10.40</td>
<td>$51.91</td>
<td>$25.95</td>
<td>$77.86</td>
</tr>
<tr>
<td>Employee + Children</td>
<td>$22.03</td>
<td>$11.02</td>
<td>$44.07</td>
<td>$22.04</td>
<td>$66.10</td>
</tr>
<tr>
<td>Employee + Family</td>
<td>$28.89</td>
<td>$14.45</td>
<td>$51.91</td>
<td>$25.96</td>
<td>$80.80</td>
</tr>
</tbody>
</table>
In 2013 we received and accepted a two year rate guarantee on the USAble Life quote of $1.60 per employee per month for $10,000 Life and AD&D. During that time period USAble paid two claims in the amount of $20,000 each. The claims were processed promptly and without issue.

USAble Life has submitted a bid with a two year rate guarantee in the amount of $1.80 per employee for $10,000 Life and AD&D. This is based on a 125% loss ratio resulting in a 12.5% increase in the premium. The AML quote for life insurance is considerably more expensive, $2.50 per employee for $10,000 life and AD&D. The AML quote also covers the employee’s eligible dependents.

In terms of what this could mean to the budget, the annualized figure based on this data is approximately $1,200.00 if the City retains coverage with USAble Life.
City of Conway, Arkansas

Monthly Financial Reports

August 31, 2014
# City of Conway

## Monthly Financial Report - General Fund

For the month ended August 31, 2014

### Revenues

<table>
<thead>
<tr>
<th>Activity</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>(Over)/Under</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ad Valorem Tax</td>
<td>2,960,000</td>
<td>83,981</td>
<td>1,066,797</td>
<td>1,893,203</td>
</tr>
<tr>
<td>Payments in Lieu of Tax</td>
<td>25,000</td>
<td>-</td>
<td>119,794</td>
<td>(94,794)</td>
</tr>
<tr>
<td>State Tax Turnback</td>
<td>1,995,402</td>
<td>64,443</td>
<td>988,590</td>
<td>1,006,812</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>17,350,000</td>
<td>1,443,884</td>
<td>10,941,293</td>
<td>6,408,707</td>
</tr>
<tr>
<td>Bevage Tax</td>
<td>420,000</td>
<td>-</td>
<td>231,566</td>
<td>188,434</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>2,655,000</td>
<td>230,498</td>
<td>1,668,956</td>
<td>986,044</td>
</tr>
<tr>
<td>Airport Revenue</td>
<td>75,000</td>
<td>6,140</td>
<td>51,316</td>
<td>23,684</td>
</tr>
<tr>
<td>Airport Fuel Sales .05 / GAL</td>
<td>10,000</td>
<td>732</td>
<td>5,067</td>
<td>4,933</td>
</tr>
<tr>
<td>Permits</td>
<td>514,000</td>
<td>33,725</td>
<td>250,758</td>
<td>263,242</td>
</tr>
<tr>
<td>ACIEA Revenues</td>
<td>-</td>
<td>2,472</td>
<td>4,076</td>
<td>-</td>
</tr>
<tr>
<td>Dog Tags &amp; Fees</td>
<td>25,000</td>
<td>4,230</td>
<td>18,240</td>
<td>6,760</td>
</tr>
<tr>
<td>Municipal Court Fines and Fees</td>
<td>990,000</td>
<td>85,556</td>
<td>798,155</td>
<td>191,845</td>
</tr>
<tr>
<td>Law Enforcement</td>
<td>774,461</td>
<td>11,986</td>
<td>528,937</td>
<td>245,523</td>
</tr>
<tr>
<td>Federal Grant Revenues</td>
<td>40,000</td>
<td>-</td>
<td>20,294</td>
<td>19,706</td>
</tr>
<tr>
<td>State Grant Revenues</td>
<td>-</td>
<td>-</td>
<td>150,000</td>
<td>(150,000)</td>
</tr>
<tr>
<td>Parks</td>
<td>493,500</td>
<td>60,658</td>
<td>416,610</td>
<td>76,890</td>
</tr>
<tr>
<td>Interest Income</td>
<td>5,200</td>
<td>2,066</td>
<td>11,870</td>
<td>(6,670)</td>
</tr>
<tr>
<td>Insurance Proceeds</td>
<td>36,311</td>
<td>2,451</td>
<td>40,341</td>
<td>(4,030)</td>
</tr>
<tr>
<td>Donations</td>
<td>9,020</td>
<td>1,461</td>
<td>18,244</td>
<td>6,760</td>
</tr>
<tr>
<td>Act 833 Revenue</td>
<td>2,472</td>
<td>4,076</td>
<td>4,076</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous Revenues</td>
<td>170,300</td>
<td>11,199</td>
<td>117,501</td>
<td>52,799</td>
</tr>
<tr>
<td>Transfers from Other Funds</td>
<td>423,000</td>
<td>35,250</td>
<td>317,250</td>
<td>105,750</td>
</tr>
<tr>
<td>Loan Proceeds</td>
<td>3,500,000</td>
<td>1,164,329</td>
<td>7,153,896</td>
<td>3,749,283</td>
</tr>
<tr>
<td>Fund Balance Appropriation</td>
<td>75,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>32,627,694</td>
<td>3,106,492</td>
<td>21,337,077</td>
<td>11,290,617</td>
</tr>
</tbody>
</table>

### Expenditures

<table>
<thead>
<tr>
<th>Activity</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>(Over)/Under</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin (Mayor, HR)</td>
<td>538,628</td>
<td>53,473</td>
<td>342,147</td>
<td>191</td>
</tr>
<tr>
<td>Finance</td>
<td>495,937</td>
<td>40,171</td>
<td>274,191</td>
<td>-</td>
</tr>
<tr>
<td>City Clerk/Treasurer</td>
<td>181,599</td>
<td>14,805</td>
<td>113,148</td>
<td>-</td>
</tr>
<tr>
<td>City Council</td>
<td>81,915</td>
<td>5,998</td>
<td>49,727</td>
<td>-</td>
</tr>
<tr>
<td>Planning</td>
<td>361,696</td>
<td>38,083</td>
<td>236,315</td>
<td>-</td>
</tr>
<tr>
<td>Physical Plant</td>
<td>517,870</td>
<td>53,689</td>
<td>300,268</td>
<td>1,682</td>
</tr>
<tr>
<td>Fleet Maintenance</td>
<td>145,358</td>
<td>16,166</td>
<td>94,687</td>
<td>3,923</td>
</tr>
<tr>
<td>Information Technology</td>
<td>853,926</td>
<td>96,451</td>
<td>555,156</td>
<td>20,474</td>
</tr>
<tr>
<td>Airport</td>
<td>3,532,500</td>
<td>275,474</td>
<td>2,413,347</td>
<td>56,287</td>
</tr>
<tr>
<td>Permits and Inspections</td>
<td>530,383</td>
<td>56,475</td>
<td>353,397</td>
<td>81</td>
</tr>
<tr>
<td>Nondepartmental</td>
<td>641,289</td>
<td>26,328</td>
<td>392,750</td>
<td>7,474</td>
</tr>
<tr>
<td>Police</td>
<td>10,947,558</td>
<td>1,164,329</td>
<td>7,153,896</td>
<td>44,380</td>
</tr>
<tr>
<td>Animal Welfare</td>
<td>434,771</td>
<td>41,982</td>
<td>267,109</td>
<td>2,060</td>
</tr>
<tr>
<td>Municipal District Court</td>
<td>856,518</td>
<td>88,863</td>
<td>556,392</td>
<td>972</td>
</tr>
<tr>
<td>City Attorney</td>
<td>356,462</td>
<td>39,879</td>
<td>230,324</td>
<td>67</td>
</tr>
<tr>
<td>Fire</td>
<td>9,163,428</td>
<td>945,594</td>
<td>5,894,948</td>
<td>35,261</td>
</tr>
<tr>
<td>Parks</td>
<td>2,822,640</td>
<td>275,474</td>
<td>1,652,627</td>
<td>37,808</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>32,962,478</td>
<td>3,726,480</td>
<td>21,080,429</td>
<td>210,660</td>
</tr>
</tbody>
</table>

Net Revenue/(Expense) | (334,784) | | | | 256,648 |

*All figures are unaudited*

**Notes:**

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

<table>
<thead>
<tr>
<th>Ordinance</th>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>O-14-02</td>
<td>1/14/14</td>
<td>Employee fitness center membership</td>
<td>16,238</td>
</tr>
<tr>
<td>O-14-13</td>
<td>1/28/14</td>
<td>Fire dept purchase of air compressor for breathing apparatuses</td>
<td>19,839</td>
</tr>
<tr>
<td>O-14-14</td>
<td>1/28/14</td>
<td>Additional MEMS subsidy</td>
<td>27,500</td>
</tr>
<tr>
<td>O-14-23</td>
<td>2/25/14</td>
<td>Purchase computers</td>
<td>25,548</td>
</tr>
<tr>
<td>O-14-25</td>
<td>3/18/14</td>
<td>Repair Planning Dept car</td>
<td>4,503</td>
</tr>
<tr>
<td>O-14-28</td>
<td>3/18/14</td>
<td>Purchase computers</td>
<td>107,359</td>
</tr>
<tr>
<td>O-14-41</td>
<td>5/13/14</td>
<td>Civil Service Commission expenses</td>
<td>8,751</td>
</tr>
<tr>
<td>O-14-67</td>
<td>8/12/14</td>
<td>Civil Service Commission expenses</td>
<td>16,500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>$ 226,238</strong></td>
</tr>
</tbody>
</table>
## City of Conway

### Balance Sheet - General Fund

For the month ended August 31, 2014

<table>
<thead>
<tr>
<th>Asset Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash - Operating</td>
<td>3,410,877</td>
</tr>
<tr>
<td>Cash - Reserve</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>715</td>
</tr>
<tr>
<td>Taxes Receivable</td>
<td>2,500,000</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>2,689,850</td>
</tr>
<tr>
<td>Due from Street</td>
<td>46,209</td>
</tr>
<tr>
<td>Fleet Inventory</td>
<td>15,539</td>
</tr>
<tr>
<td>Fuel Inventory</td>
<td>(882)</td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td><strong>9,662,310</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>(128,827)</td>
</tr>
<tr>
<td>Insurance and Benefits Payable</td>
<td>28,244</td>
</tr>
<tr>
<td>Event Deposits</td>
<td>800</td>
</tr>
<tr>
<td>Due to Other Funds</td>
<td>21,551</td>
</tr>
<tr>
<td>Deferred Revenue</td>
<td>2,574,722</td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td><strong>2,496,490</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Balance Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Balance - Committed to cash flow</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Fund Balance - Committed to reserve</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Fund Balance - Unassigned</td>
<td>4,165,819</td>
</tr>
<tr>
<td><strong>Fund Balance</strong></td>
<td><strong>7,165,819</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Liabilities &amp; Fund Balance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Liabilities &amp; Fund Balance</strong></td>
<td><strong>9,662,310</strong></td>
</tr>
</tbody>
</table>

*All figures are unaudited*
City of Conway  
Monthly Financial Report - Street Fund  
For the month ended August 31, 2014

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Budget</th>
<th>Month Activity</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>(Over)/Under Budget</th>
<th>% Expend/Collect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ad Valorem Tax</td>
<td>1,450,000</td>
<td>43,513</td>
<td>487,266</td>
<td></td>
<td>962,734</td>
<td>34%</td>
</tr>
<tr>
<td>Payments in Lieu of Tax</td>
<td>15,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>15,000</td>
<td>0%</td>
</tr>
<tr>
<td>State Tax Turnback</td>
<td>3,402,296</td>
<td>291,515</td>
<td>2,346,837</td>
<td></td>
<td>1,055,459</td>
<td>69%</td>
</tr>
<tr>
<td>Severance Tax</td>
<td>250,000</td>
<td>36,108</td>
<td>226,067</td>
<td></td>
<td>23,933</td>
<td>90%</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>245,000</td>
<td>20,231</td>
<td>153,698</td>
<td></td>
<td>91,302</td>
<td>63%</td>
</tr>
<tr>
<td>Sign Permits</td>
<td>500</td>
<td>-</td>
<td>240</td>
<td></td>
<td>260</td>
<td>48%</td>
</tr>
<tr>
<td>Engineering Fees</td>
<td>10,000</td>
<td>900</td>
<td>6,550</td>
<td></td>
<td>3,450</td>
<td>66%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>3,500</td>
<td>1,673</td>
<td>11,983</td>
<td></td>
<td>(8,483)</td>
<td>342%</td>
</tr>
<tr>
<td>Miscellaneous Revenues</td>
<td>-</td>
<td>-</td>
<td>2,957</td>
<td></td>
<td>(2,957)</td>
<td></td>
</tr>
</tbody>
</table>

**Total Revenues**  
5,376,296  
393,940  
3,245,714  
-  
2,140,698  
60%

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Budget</th>
<th>Month Activity</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>(Over)/Under Budget</th>
<th>% Expend/Collect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>2,137,888</td>
<td>247,319</td>
<td>1,366,127</td>
<td>-</td>
<td>771,761</td>
<td>64%</td>
</tr>
<tr>
<td>Other Operating Costs</td>
<td>3,305,012</td>
<td>247,561</td>
<td>1,384,843</td>
<td>174,243</td>
<td>1,745,926</td>
<td>42%</td>
</tr>
<tr>
<td><strong>Total Operating Costs</strong></td>
<td>5,442,900</td>
<td>494,880</td>
<td>2,750,970</td>
<td>174,243</td>
<td>2,517,687</td>
<td>51%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>289,000</td>
<td>12</td>
<td>138,130</td>
<td>2,052</td>
<td>148,818</td>
<td>48%</td>
</tr>
</tbody>
</table>

**Total Expenditures**  
5,731,900  
494,892  
2,889,101  
176,295  
2,666,504  
50%

**Net Revenue/(Expense)**  
(355,604)  
356,613

*All figures are unaudited

Notes:

1) Budget column is current budget which includes all year-to-date adjustments, if any.
<table>
<thead>
<tr>
<th>Ordinance</th>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>O-14-24</td>
<td>3/18/14</td>
<td>New part-time traffic data collector position</td>
<td>3,604</td>
</tr>
</tbody>
</table>
### City of Conway
#### Balance Sheet - Street Fund
For the month ended August 31, 2014

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Cash - Operating</td>
<td>2,479,711</td>
</tr>
<tr>
<td>Taxes Receivable</td>
<td>35,000</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>1,613,174</td>
</tr>
<tr>
<td>Due from Other Funds</td>
<td>6,451</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>4,134,367</strong></td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>46,198</td>
</tr>
<tr>
<td>Due to General</td>
<td>46,210</td>
</tr>
<tr>
<td>Deferred Revenue</td>
<td>1,264,754</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>1,357,162</strong></td>
</tr>
<tr>
<td><strong>Fund Balance</strong></td>
<td>2,777,205</td>
</tr>
<tr>
<td><strong>Total Liabilities &amp; Fund Balance</strong></td>
<td><strong>4,134,367</strong></td>
</tr>
</tbody>
</table>

*All figures are unaudited*
City of Conway  
Monthly Financial Report - Sanitation  
For the month ended August 31, 2014

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Budget</th>
<th>Month</th>
<th>Year to Date</th>
<th>Encumbered</th>
<th>(Over)/Under Budget</th>
<th>% Expend/Collect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitation Fees</td>
<td>9,120,000</td>
<td>735,587</td>
<td>5,792,030</td>
<td>3,327,970</td>
<td>64%</td>
<td></td>
</tr>
<tr>
<td>Proceeds - Recycled Materials</td>
<td>300,000</td>
<td>42,327</td>
<td>300,397</td>
<td>(397)</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Landfill Fees - General</td>
<td>240,000</td>
<td>21,240</td>
<td>159,402</td>
<td>80,598</td>
<td>66%</td>
<td></td>
</tr>
<tr>
<td>Insurance Proceeds</td>
<td>-</td>
<td>-</td>
<td>1,643</td>
<td>(1,643)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>55,000</td>
<td>4,491</td>
<td>33,399</td>
<td>21,601</td>
<td>61%</td>
<td></td>
</tr>
<tr>
<td>Proceeds from Sale of Assets</td>
<td>-</td>
<td>-</td>
<td>495</td>
<td>(495)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Gain/Loss Disposal of Asset</td>
<td>-</td>
<td>-</td>
<td>(1,082)</td>
<td>1,082</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Revenues</td>
<td>-</td>
<td>101</td>
<td>948</td>
<td>(948)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>9,715,000</td>
<td>803,746</td>
<td>6,287,232</td>
<td>3,427,768</td>
<td>65%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>3,897,458</td>
<td>396,740</td>
<td>2,490,433</td>
<td>-</td>
<td>1,407,025</td>
<td>64%</td>
</tr>
<tr>
<td>Other Operating Costs</td>
<td>3,405,542</td>
<td>168,277</td>
<td>2,017,427</td>
<td>158,223</td>
<td>1,229,891</td>
<td>59%</td>
</tr>
<tr>
<td><strong>Total Operating Costs</strong></td>
<td>7,303,000</td>
<td>565,017</td>
<td>4,507,861</td>
<td>158,223</td>
<td>2,636,916</td>
<td>62%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>2,674,843</td>
<td>-</td>
<td>275,125</td>
<td>699,690</td>
<td>1,700,028</td>
<td>10.3%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>9,977,843</td>
<td>565,017</td>
<td>4,782,986</td>
<td>857,913</td>
<td>4,336,943</td>
<td>48%</td>
</tr>
</tbody>
</table>

**Net Revenue/(Expense)** | (262,843) | 1,504,246 |

*All figures are unaudited

Notes:
1) Budget column is current budget which includes all year-to-date adjustments, if any.
2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.
City of Conway
Balance Sheet - Sanitation
For the month ended August 31, 2014

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash - Operating</td>
<td>2,678,071</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>200</td>
</tr>
<tr>
<td>Post Closure Cash Account</td>
<td>4,994,267</td>
</tr>
<tr>
<td>Due from Other Funds</td>
<td>14,365</td>
</tr>
<tr>
<td>General Inventory</td>
<td>2,122</td>
</tr>
<tr>
<td>Land &amp; Buildings</td>
<td>2,914,029</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>1,236,034</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>6,218,271</td>
</tr>
<tr>
<td>Vehicles</td>
<td>36,514</td>
</tr>
<tr>
<td>Computer Equip &amp; Software</td>
<td>4,792</td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td><strong>18,098,666</strong></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>35,802</td>
</tr>
<tr>
<td>Salaries Payable</td>
<td>334,744</td>
</tr>
<tr>
<td>Net Pension Obligation</td>
<td>855,700</td>
</tr>
<tr>
<td>Accrued Interest Payable</td>
<td>32,255</td>
</tr>
<tr>
<td>2010 Recycling Note - US Bank</td>
<td>809,873</td>
</tr>
<tr>
<td>Landfill Close/Post Close</td>
<td>4,386,590</td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td><strong>6,454,964</strong></td>
</tr>
<tr>
<td><strong>Net Assets</strong></td>
<td><strong>11,643,702</strong></td>
</tr>
<tr>
<td><strong>Total Liabilities and Net Assets</strong></td>
<td><strong>18,098,666</strong></td>
</tr>
</tbody>
</table>

*All figures are unaudited

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