



# City of Conway Council Agenda

**Council Meeting Date:** Tuesday, September 23<sup>rd</sup>, 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 9<sup>th</sup>, 2014*

**& Special City Council Meeting on September 16<sup>th</sup>, 2014**

**Employee Service Awards**

**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 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Whitmore

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## 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.

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**



**City of Conway, Arkansas**  
**Ordinance No. O-14- \_\_\_\_\_**

**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 25<sup>th</sup>, 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 23<sup>rd</sup> day of September, 2014.

**Approved:**

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

**Attest:**

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

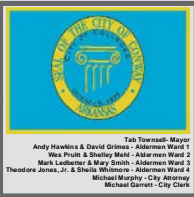
# CITY OF CONWAY

## FULMER SUBDIVISION LOT 1-4 -- EASEMENT CLOSING



**DESCRIPTION**

**WANDA FULMER  
FULMER SUBDIVISION  
LOTS 1-4  
15 FT EASEMENT CLOSING**



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



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

CONTACT INFORMATION  
LANDMARK: IHS WEBSITE  
gls.cityofconway.org (UNDER DEVELOPMENT)  
E-MAIL: Jason.Lyon@CityofConway.org



817 N Creek Dr  
Conway, AR 72032  
Fax: 501 336 8372

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,

A handwritten signature in blue ink that reads "Dennis Fisher".

Dennis Fisher  
Tanya Malcolm



**Lynda Palmer**

AT&T Arkansas  
Mgr.-OSP PIng & Engr Design  
Right-of-Way  
Joint Use of Poles

1111 West Capitol, Rm 941  
Little Rock, AR 72201  
Phone: (501) 373.5255  
Fax: (501) 373.0229 Fax  
lynda.palmer@att.com

August 20, 2014

Wanda Fulmer  
1171 Hunter St.  
Conway, AR 72032

*sent via email*

[wdfulmer@conwaycorp.net](mailto:wdfulmer@conwaycorp.net)

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,

A handwritten signature in black ink that reads "Lynda Palmer". The signature is written in a cursive style.

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



# MEMO

**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 23<sup>rd</sup>, 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 23<sup>rd</sup> day of September, 2014.

**Approved:**

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

**Attest:**

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

# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 18, 2014

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

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-00531-000		September 23, 2014

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing/Cleanup	17.90	17.90
2	2 Employee -Mowing/Cleanup	10.48	20.96
1	Maintenance Fee (Dump Trailer)	15.23	15.23
	Landfill fee (#488981)	32.63	32.63
1	Administrative Fee (Missy Schrag)	18.03	18.03
1	Administrative fee (Kim Beard)	15.36	15.36
1	Administrative Fee (Glenn Berry)	21.00	21.00
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96

TOTAL BY 9/23/14 \$152.33

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

TOTAL AFTER 9/23/14 \$197.56

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

**City of Conway**  
Code Enforcement  
1201 Oak Street  
Conway, Arkansas 72032



*Missy Lovelady*  
Administrative Assistant  
Phone: 501-450-6191  
Fax: 501-450-6144

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Missy Lovelady  
Date: September 15, 2014

Re: 2303 Lee Ave

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- 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.

**City of Conway**  
**Code Enforcement**

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



*Missy Lovelady*  
Conway Permits & Code Enforcement  
Phone 501-450-6191  
Fax 501-450-6144

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 4/17/14 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:**

**Conway Code Enforcement  
Incident Report**

**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 3/12/14 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:**



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 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

# INVOICE

**City of Conway**  
**Code Enforcement**

DATE: SEPTEMBER 18, 2014

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

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

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-05019-000		September 23, 2014

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
4	1 Employee -Mowing/Cleanup	30.88	123.52
4	1 Employee -Mowing/Cleanup	26.50	106.00
4	1 Employee- Mowing/Cleanup	17.90	71.60
4	1 Employee- Mowing/Cleanup	17.86	71.44
4	1 Employee- Mowing/Cleanup	16.22	64.88
4	1 Employee- Mowing/Cleanup	15.23	60.92
8	2 Employee- Mowing/Cleanup	10.48	83.84
4	Administrative Fee (Missy Schrag)	18.03	72.12
4	Administrative fee (Kim Beard)	15.36	61.44
4	Administrative Fee (Glenn Berry)	21.00	84.00
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96
	Landfill Fee (#489208;489170;489141;489283)	427.87	427.87

TOTAL BY 9/23/14 \$1238.85

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

TOTAL AFTER 9/23/14 \$1392.74

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



**City of Conway**  
Code Enforcement  
1201 Oak Street  
Conway, Arkansas 72032



*Missy Lovelady*  
Administrative Assistant  
Phone: 501-450-6191  
Fax: 501-450-6144

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Missy Lovelady  
Date: September 15, 2014

Re: 4 Water Oak

---

- January 14, 2014– Warning Violation written regarding rubbish/trash & vehicles/trailers in the yard by Tim Wells.
- 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.

**City of Conway**  
**Code Enforcement**

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



*Missy Lovelady*  
Conway Permits & Code Enforcement  
Phone 501-450-6191  
Fax 501-450-6144

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

BEFORE PICS:





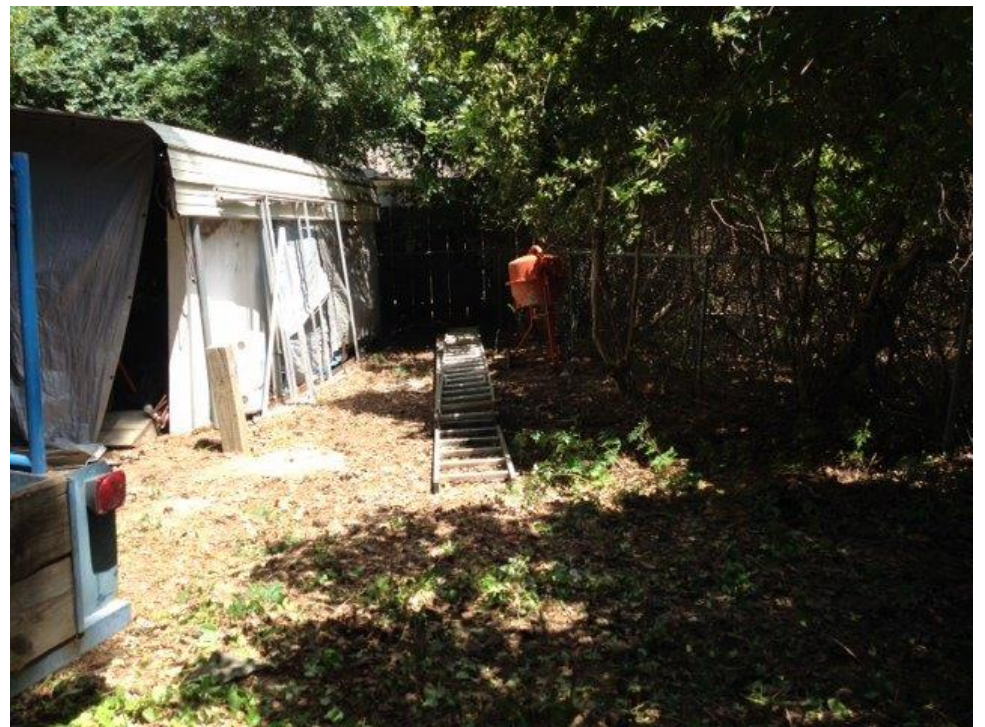




AFTER PIC:













**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-Shipleigh 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 14<sup>th</sup>, 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 23<sup>rd</sup> day of September, 2014.

**Approved:**

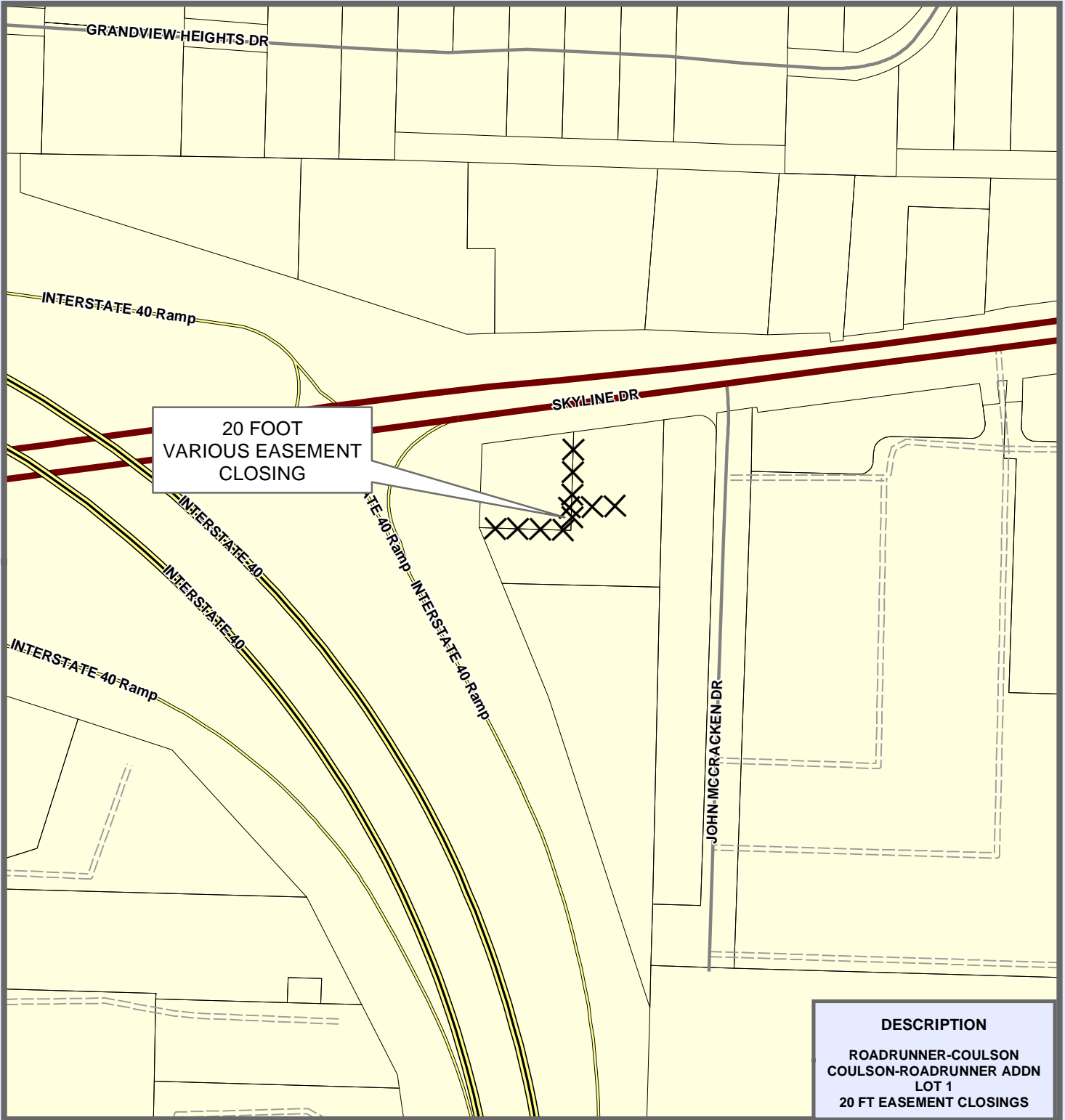
\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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

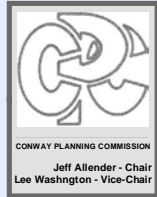
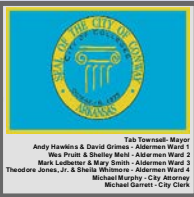
# CITY OF CONWAY

## COULSON-ROADRUNNER ADDN LOT 1-- EASEMENT CLOSING

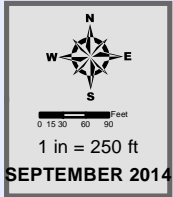


20 FOOT  
VARIOUS EASEMENT  
CLOSING

**DESCRIPTION**  
**ROADRUNNER-COULSON**  
**COULSON-ROADRUNNER ADDN**  
**LOT 1**  
**20 FT EASEMENT CLOSINGS**



	INTERSTATE		LOT LINE		Residential		Industrial
	MAJOR ARTERIAL		STREAMS				
	MINOR ARTERIAL		LAKES & PONDS				
	COLLECTOR		CITY LIMITS				
	RESIDENTIAL						
	PRIVATE ROAD						
	INTERSTATE RAMP						
	RAILROADS						
					Commercial		Office
							Special



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

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



# MEMO

**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

<b>Project:</b> New Conway Municipal Airport - Stage 1B Grading and Drainage Construction Garver Job No. 1001-1500	<b>Change Order No.</b> 3  <b>Date Prepared:</b> 09-08-14
<b>Owner:</b> City of Conway 1201 Oak Street Conway, Arkansas 72032	<b>Contractor:</b> Paladino Construction, Inc. 10 Blake Lane Conway, Arkansas 72032

**Description of Work Included in Contract**  
 Grading and drainage construction including construction of approximately 600,000 cubic yards of earthwork, 4,800 linear feet of reinforced concrete pipe, and 200 acres of seeding.

**Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)**

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

**Attachments:**

Contract Changes	Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	SS-271-4.1	DUMPED RIPRAP (18" THICKNESS)	362	S. Y.	\$50.00	832.2	\$50.00	\$18,100.00	\$41,610.00
A.	SS-272-5.1	EROSION CONTROL MATTING	9,040	S. Y.	\$5.00	0	\$5.00	\$45,200.00	\$0.00
A.	P-152-4.2	EMBANKMENT IN PLACE	611,310	C. Y.	\$3.70	598,072	\$3.70	\$2,261,847.00	\$2,212,866.40
A.	P-152-4.4	UNSUITABLE EXCAVATION	2,500	C. Y.	\$3.30	2,346	\$3.30	\$8,250.00	\$7,741.80
A.	D-701-5.1b	24" REINFORCED CONCRETE PIPE (CLASS IV)	415	L. F.	\$28.00	943.5	\$28.00	\$11,620.00	\$26,418.00
A.	D-701-5.1c	30" REINFORCED CONCRETE PIPE (CLASS IV)	328	L. F.	\$78.00	744	\$78.00	\$25,584.00	\$58,032.00
A.	D-701-5.2b	24" REINFORCED CONCRETE FLARED END SECTION	8	L. F.	\$1,300.00	12	\$1,300.00	\$10,400.00	\$15,600.00
A.	D-701-5.2c	30" REINFORCED CONCRETE FLARED END SECTION	4	L. F.	\$1,500.00	8	\$1,500.00	\$6,000.00	\$12,000.00
A.	D-701-5.3	CLASS B BEDDING	25	C. Y.	\$1,412.00	25	\$0.00	\$35,300.00	\$0.00
A.	T-901-5.1	Seeding	195	ACRE	\$1,300.00	187.5	\$1,300.00	\$253,500.00	\$243,750.00
A.	D-752-5.1a	ADDITIONAL CONCRETE PILOT CHANNEL	4455	L. F.	\$46.00	\$5,377.00	\$46.00	\$204,930.00	\$247,342.00
B.		Sod	0	S. Y.	\$0.00	17200	2.7	\$0.00	\$46,440.00

<b>Summation of Cost</b>	<b>\$2,880,731.00</b>	<b>\$2,911,800.20</b>
<b>Net Cost for this Change Order</b>		<b>\$31,069.20</b>

Estimated Project Cost	Time Change
Original Contract Amount <b>\$3,440,215.70</b>	Contract Start Date October 20, 2011
Previously Approved Changes <b>\$338,043.80</b>	Original Contract Time (calendar days) 300
This Change Order <b>\$31,069.20</b>	Previously Approved Changes (calendar days) 217
New Contract Amount <b>\$3,809,328.70</b>	This Change Order (calendar days) 0
	New Construction Completion Date March 20, 2013

**THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS**

ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver	 _____ Engineer's Signature	P.M. _____ Title	9/15/14 _____ Date
ACCEPTED BY CONTRACTOR	 _____ Contractor's Signature	President _____ Title	9/10/14 _____ Date
APPROVED BY OWNER	_____ Owner's Signature	_____ Title	_____ Date

5/2/2014

This instrument was prepared by Enable Gas Transmission, LLC  
P.O. Box 21734, Shreveport, LA

**PIPELINE RIGHT OF WAY, SURFACE SITE EASEMENT AND  
ACCESS ROAD GRANT**

**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 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 48°26'51" W, a distance of 478 feet to a point; THENCE, run S 01°43'59" 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 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 75°46'11" W, a distance of 69.48 feet to a point; THENCE, run S 31°33'41" W, a distance of 221.65 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 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 354.56 feet to a point; THENCE, run S 48°26'51" W, a distance of 153.06 feet to a point; THENCE, run S 41°33'09" E, 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 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 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 48°26'51" W, a distance of 77.06 feet to a point; THENCE, run S 01°43'59" 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 it hereunder. Grantor, it's 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 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.

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 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.

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

---

By: Tab Townsell  
Title: Mayor

Job#: 14832  
I O #: 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, 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 an 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)



5/2/2014

Document prepared by:

Enable Gas Transmission, LLC

P.O. Box 21734, Shreveport, LA 71151

ATTN: ROW Dept.

Return document to above address

## 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 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 (Also Known As Parcel ID 711-13350-000, Per Faulkner County Tax Assessor Records.) and being N 02°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.**

**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

\_\_\_\_\_

By: Tab Townsell  
Title: Mayor

JOB #: 14832  
I O #: 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.

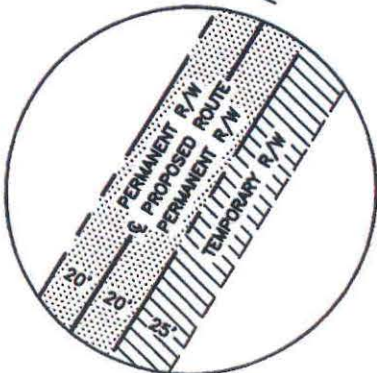
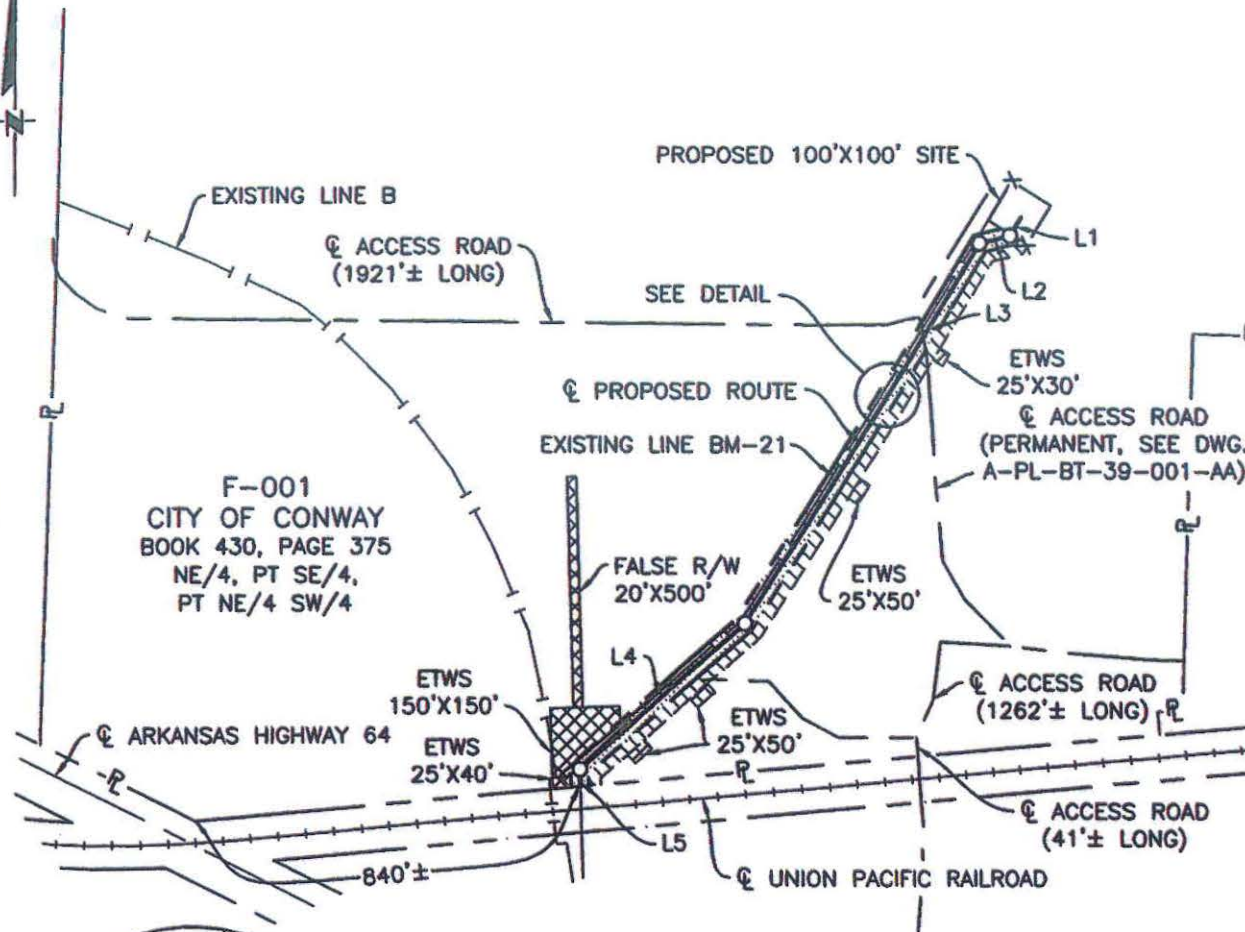
**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal on the day and year last above written.

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

My Commission Expires: \_\_\_\_\_

(SEAL)

**EXHIBIT "A"**  
SECTION 32, T6N, R14W  
FAULKNER COUNTY, ARKANSAS



**DETAIL**  
N.T.S.

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

☉ PROPOSED ROUTE		
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'

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

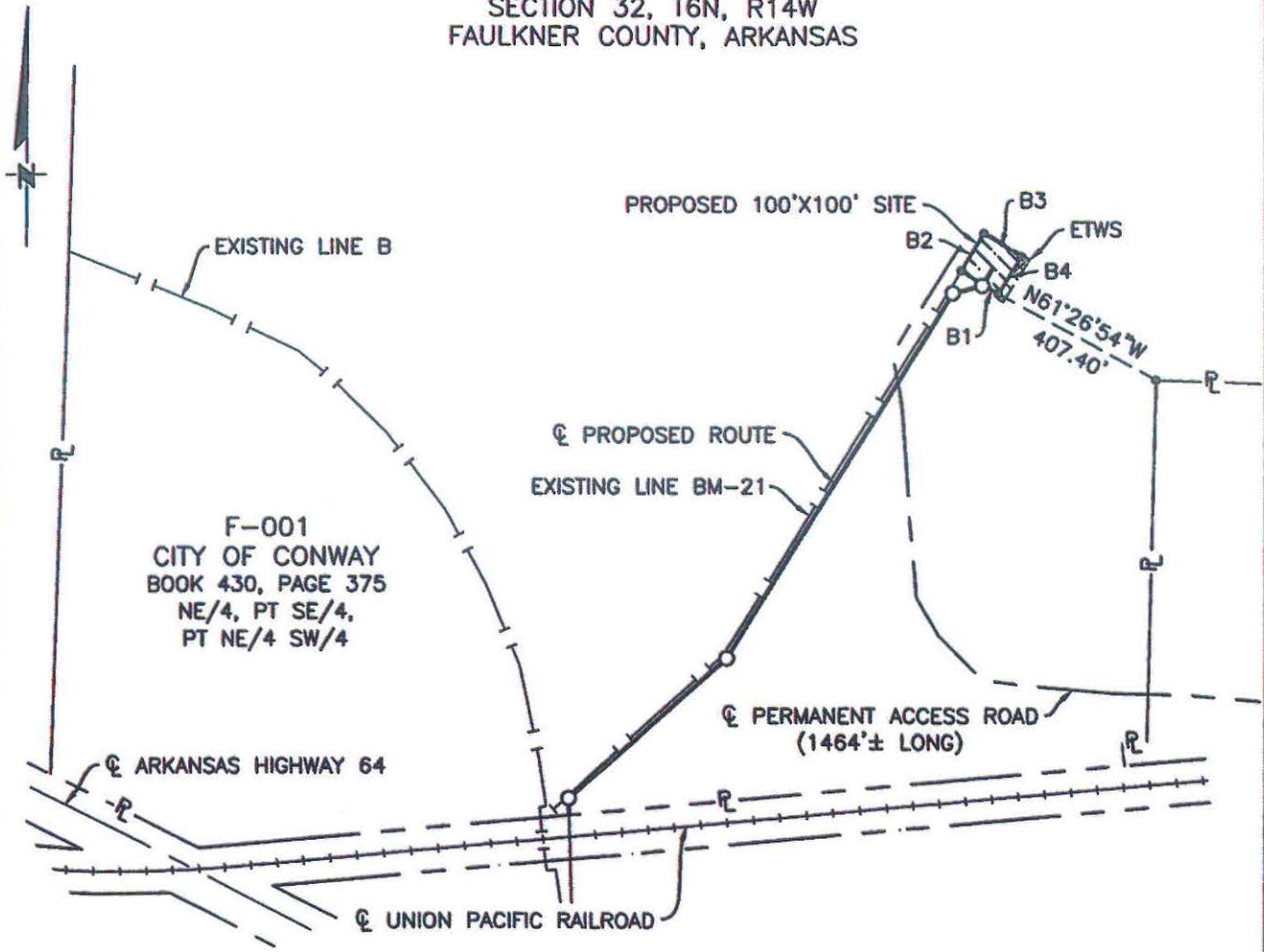


**Enable Gas Transmission, LLC**  
SHREVEPORT, LA

**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   PL SHT SIZE   JOB TYPE	BT-39 JOB NUMBER	001 A   D DWC AREA   SHEET/REF SHT
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**EXHIBIT "B"**  
SECTION 32, T6N, R14W  
FAULKNER COUNTY, ARKANSAS



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

PROPOSED SITE BOUNDARY		
COURSE	BEARING	DISTANCE
B1	N 58°26'19" W	100'
B2	N 31°33'41" E	100'
B3	S 58°26'19" E	100'
B4	S 31°33'41" W	100'

PROPERTY OF  
CITY OF CONWAY  
TRACT F-001

**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

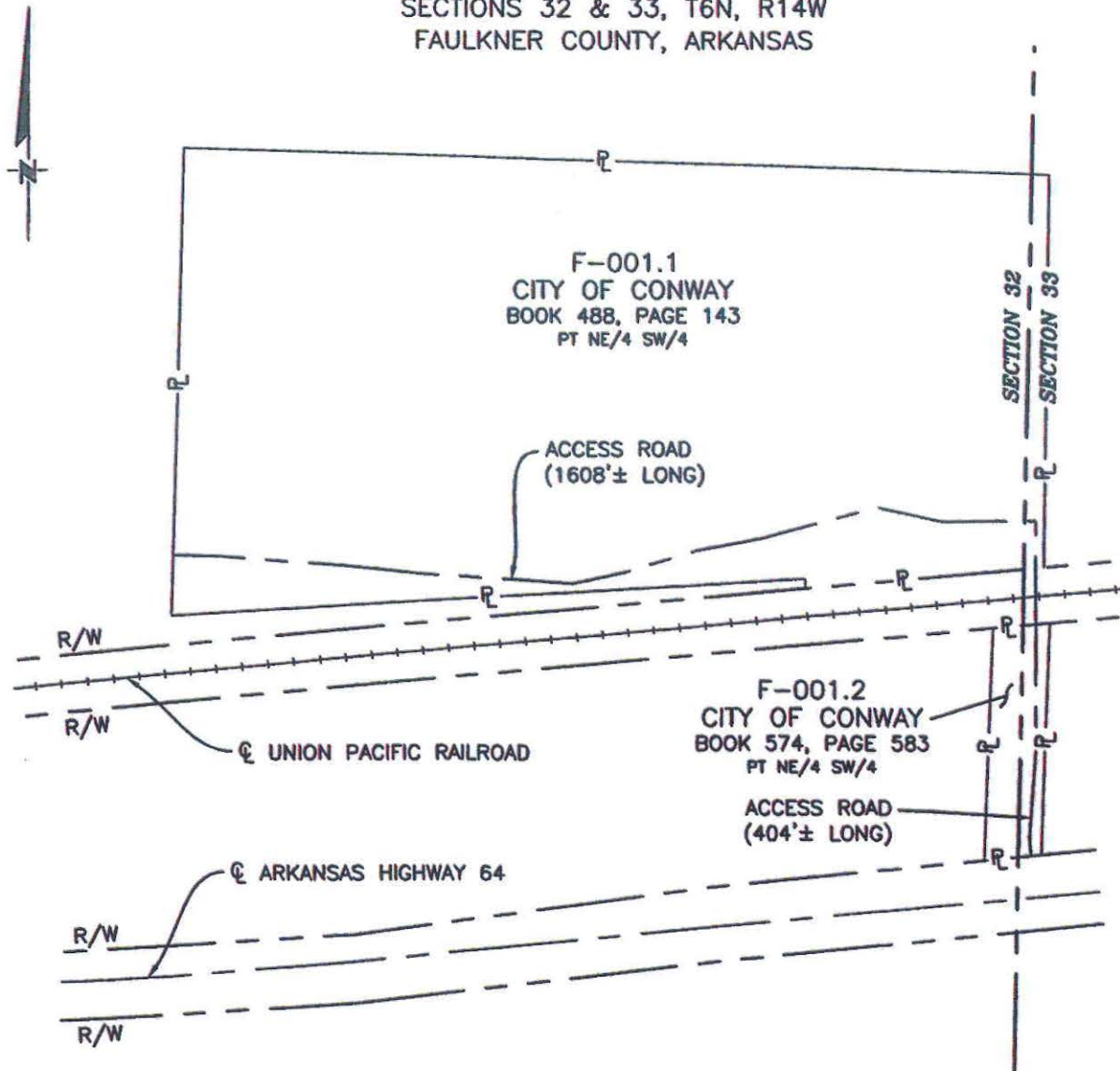
**Enable Gas Transmission, LLC**  
SHREVEPORT, LA

**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	A/PL SHT SIZE JOB TYPE	BT-39 JOB NUMBER	001AAB DWG AREA SHEET/AREA REF SHT	R
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EXHIBIT "C"  
 SECTIONS 32 & 33, T6N, R14W  
 FAULKNER COUNTY, ARKANSAS



**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	A   PL SHT SIZE   JOB TYPE	BT-39 JOB NUMBER	001AB DWC SHEET/ REF AREA AREA SHT R
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November 4, 2013

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 2,824.89 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 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 48°26'51" W, a distance of 478 feet to a point;

THENCE, run S 01°43'59" 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 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 75°46'11" W, a distance of 69.48 feet to a point;

THENCE, run S 31°33'41" W, a distance of 221.65 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 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 354.56 feet to a point;  
 THENCE, run S 48°26'51" W, a distance of 153.06 feet to a point;  
 THENCE, run S 41°33'09" E, 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 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 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 48°26'51" W, a distance of 77.06 feet to a point;  
 THENCE, run S 01°43'59" 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.

**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.



*Garland D. Herring*  
Garland D. Herring, PLS 1260  
Hatch Mott MacDonald  
1010 Oliver Road  
Monroe, LA 71201  
(318)329-0095

December 23, 2013

Enable Gas Transmission, LLC  
City of Conway  
State of Arkansas  
County of Faulkner

**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 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 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, S 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 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 47.43 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 798.30 feet to a point;

THENCE, run West a distance of 886.00 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 28°07'00" W, a distance of 25.30 feet to a point;

THENCE, run N 70°43'59" W, a distance of 100.00 feet to a point;

THENCE, run N 19°16'01" 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 70°43'59" E, a distance of 103.89 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 S 07°16'01" W, a distance of 25.00 feet to a point;

THENCE, run N 82°43'59" W, a distance of 50.00 feet to a point;

THENCE, run N 03°36'15" E, a distance of 25.05 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 51.60 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 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 29.89 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;

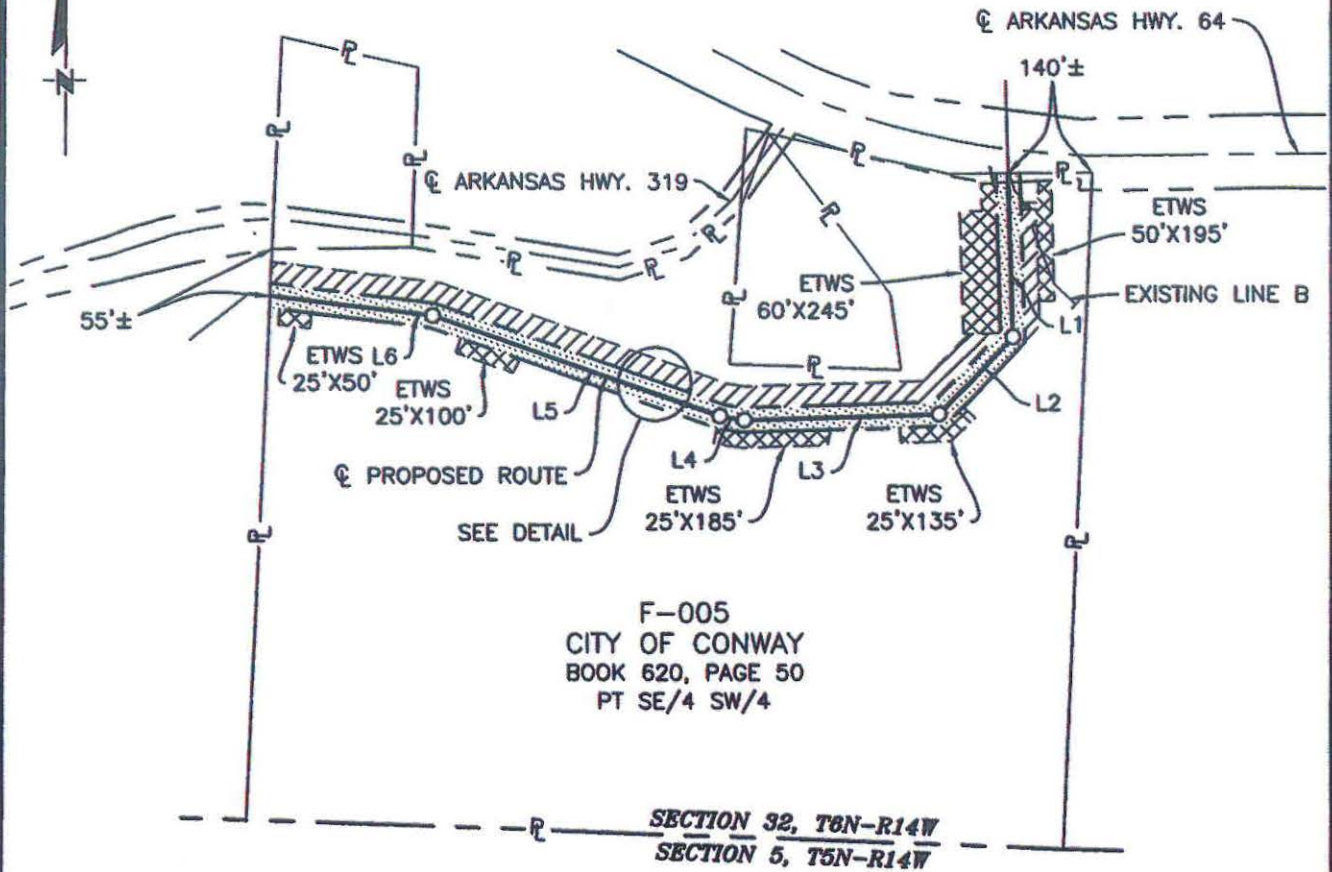
THENCE, run N 87°41'01" E, a distance of 25.01 feet and back to the **POINT OF BEGINNING**.

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 ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.

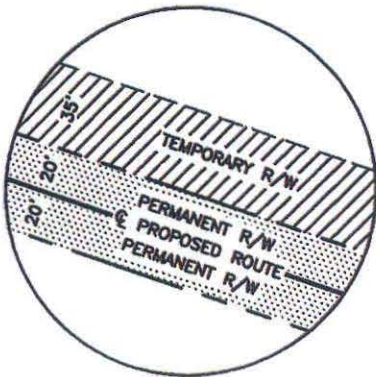


*Garland D. Herring*  
Garland D. Herring, PLS 1260  
Hatch Mott MacDonald  
1010 Oliver Road  
Monroe, LA 71201  
(318)329-0095

EXHIBIT "A"  
SECTION 32, T6N, R14W  
FAULKNER COUNTY, ARKANSAS



F-005  
CITY OF CONWAY  
BOOK 620, PAGE 50  
PT SE/4 SW/4



DETAIL  
N.T.S

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

☉ PROPOSED ROUTE		
COURSE	BEARING	DISTANCE
L1	S 01°43'59" E	268'
L2	S 43°16'01" W	174'
L3	S 88°16'01" W	318'
L4	N 80°43'59" W	40'
L5	N 70°43'59" W	498'
L6	N 82°43'59" W	265'

PROPERTY OF  
CITY OF CONWAY  
TRACT F-005  
1562 FT. ~ 94.67 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	A PL	BT-39	001 E C
				SHT SIZE	JOB TYPE	JOB NUMBER
						DWG AREA
						SHEET AREA
						REF SHEET
						R



Enable Gas Transmission, LLC  
City of Conway  
State of Arkansas  
County of Faulkner

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 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 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, S 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 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 47.43 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;

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THENCE, run West a distance of 886.00 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 28°07'00" W, a distance of 25.30 feet to a point;

THENCE, run N 70°43'59" W, a distance of 100.00 feet to a point;

THENCE, run N 19°16'01" 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 70°43'59" E, a distance of 103.89 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 S 07°16'01" W, a distance of 25.00 feet to a point;

THENCE, run N 82°43'59" W, a distance of 50.00 feet to a point;

THENCE, run N 03°36'15" E, a distance of 25.05 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 51.60 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 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 29.89 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" 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 ¼ of the Southwest ¼ of Section 32, Township 6 North, Range 14 West, Faulkner County, Arkansas.



*Garland D. Herring*  
Garland D. Herring, PLS 1260  
Hatch Mott MacDonald  
1010 Oliver Road  
Monroe, LA 71201  
(318)329-0095



**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 23<sup>rd</sup> day of September, 2014.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-14-\_\_\_\_\_**

**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 CONWAY, 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 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 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 ½" Rebar with Cap (PLS 1363); thence leaving said South Line N00°56'19"E, 1520.17 feet to a ½" 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.

**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 23<sup>rd</sup> day of September, 2014.

**Approved:**

---

**Mayor Tab Townsell**

**Attest:**

---

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

8-21-14

**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*

\_\_\_\_\_  
Marcie Garis, Chairperson

*Robert Downey*

\_\_\_\_\_  
Robert Downey, Commissioner

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°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 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 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 ½" Rebar with Cap (PLS 1363); thence leaving said South Line N00°56'19"E, 1520.17 feet to a ½" 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.



**City of Conway, Arkansas**  
**Ordinance No. O-14- \_\_\_\_\_**

**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.

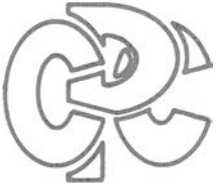
**PASSED** this 23<sup>rd</sup> day of September, 2014.

**Approved:**

**Attest:**

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

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



# CONWAY PLANNING COMMISSION

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

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 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.

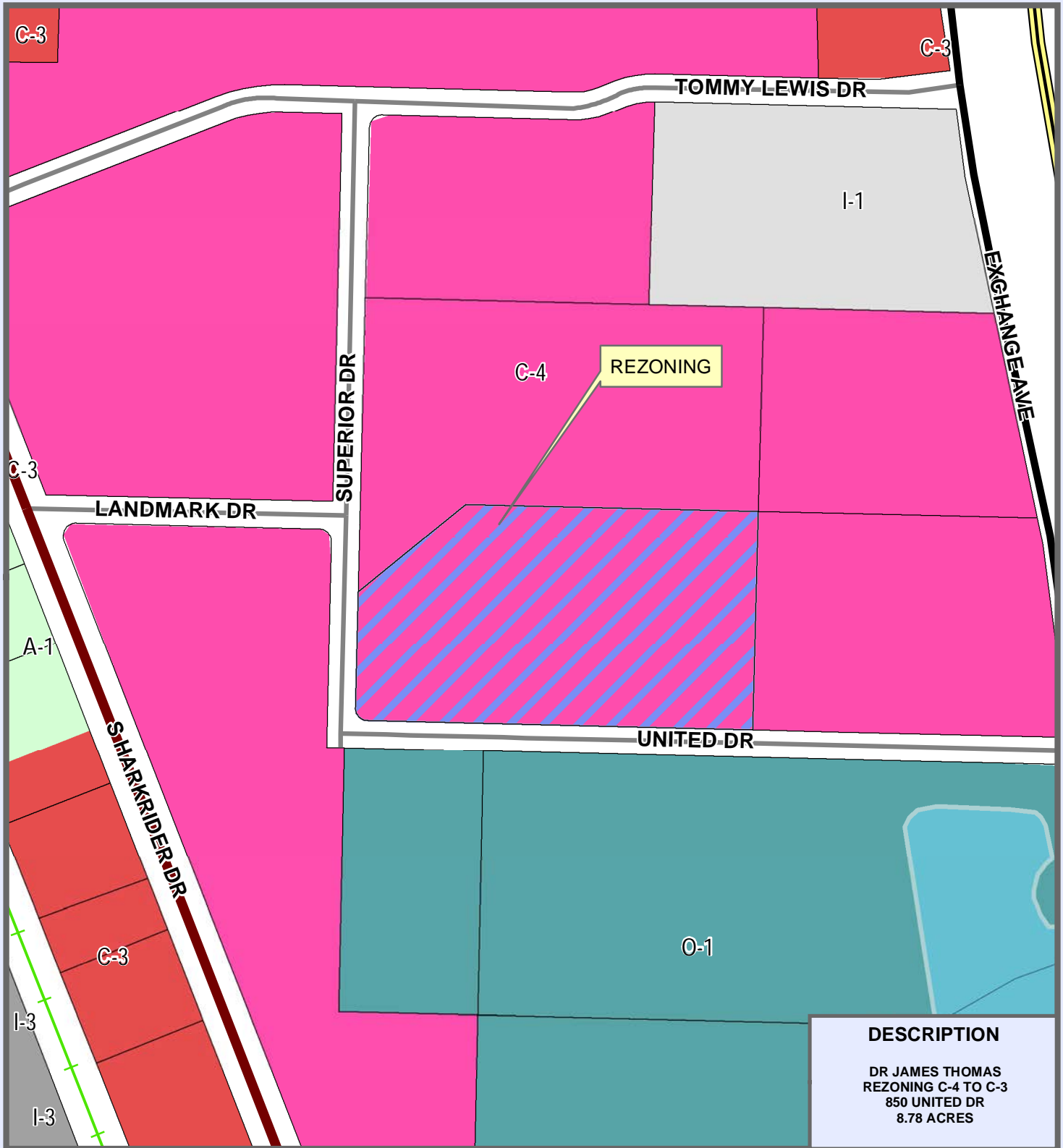
was reviewed by the Planning Commission at its regular meeting on September 15, 2014. The Planning Commission voted unanimously that the request be sent to the City Council with a recommendation for approval.

Submitted by,

Jeff Allender, Chair  
Planning Commission

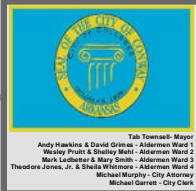
# CITY OF CONWAY

## DR JAMES THOMAS -- REZONING C-4 TO C-3

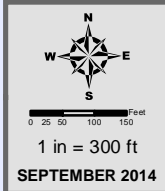


**DESCRIPTION**

**DR JAMES THOMAS  
REZONING C-4 TO C-3  
850 UNITED DR  
8.78 ACRES**



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



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

CONTACT INFORMATION  
WWW.CONWAYPLANNING.ORG/GIS  
E.MAL: Jason.Lyon@CityOfConway.org



Steve Ibbotson  
Director

## Parks and Recreation

10 Lower Ridge Road • Conway AR 72032  
www.conwayparks.com

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 11<sup>th</sup> 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.

Jordan's Fence Company	\$ 29,391.50
Bill's Fence Company	\$ 31,924.00
Arkansas Fence & Guardrail	\$ 32,250.00
United Fence & Construction Inc.	\$ 34,849.00
Legacy Fencing	\$ 39,195.00
Conway Fence	\$ 39,682.00
Robinson Fence Company	\$ 44,125.00

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,

Steve Ibbotson  
Parks Director

City of Conway - Mayor's Office  
1201 Oak Street  
Conway, AR 72032  
www.cityofconway.org

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

<u>Bidder's Name</u>		<u>Bid Amount</u>	<u>Misc. Info.</u>
Jordan's Fence Company		\$29,391.50	
Robinson Fence Company		\$44,125.00	
Bill's Fence Company		\$31,924.00	
United Fence & Construction Inc.		\$34,849.00	
Conway Fence		\$39,682.00	
Arkansas Fence & Guardrail		\$32,250.00	
Legacy Fencing		\$39,195.00	



**City of Conway, Arkansas**  
**Ordinance No. O-14-\_\_\_\_\_**

**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 23<sup>rd</sup> day of September, 2014.

**Approved:**

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

**Attest:**

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



*City of Conway*  
*Human Resources Department*  
*City Hall*  
*1201 Oak Street*  
*Conway, Arkansas 72032*  
[www.cityofconway.org](http://www.cityofconway.org)

**Date:** September 9, 2014  
**To:** Mayor Tab Townsell  
**From:** Lisa Mabry-Williams  
**Subject:** Medical and Dental Premium Increases/Decreases by Year

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



2014 2015 AML Health Benefit Fund Rates	Employee	Employee	City	City	Total	
\$500 Deductible	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	% Paid by City
Employee Only	\$19.50	\$9.75	\$293.50	\$146.75	\$313.00	93.8%
Employee + Spouse	\$124.75	\$62.38	\$470.25	\$235.13	\$595.00	79.0%
Employee + Children	\$101.00	\$50.50	\$454.00	\$227.00	\$555.00	81.8%
Employee + Family	\$184.00	\$92.00	\$511.00	\$255.50	\$695.00	73.5%

2014	AML Health Fund Monthly Premium Savings		
Tier	Monthly Premium Savings	City	Employee
EE	\$23.10	\$21.76	\$1.34
EE + S	\$43.50	\$34.16	\$9.34
EE + C	\$9.60	\$7.84	\$1.76
EE + F	\$188.80	\$138.59	\$50.21
<b>Total</b>	<b>\$265.00</b>	<b>\$202.35</b>	<b>\$62.65</b>

2014 Health Advantage Medical Ins. Rates	Employee	Employee	City	City	Total	
\$1000 Deductible	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	% Paid by City
Employee Only	\$20.84	\$10.42	\$315.26	\$157.63	\$336.10	93.8%
Employee + Spouse	\$134.09	\$67.05	\$504.41	\$252.21	\$638.50	79.0%
Employee + Children	\$102.76	\$51.38	\$461.84	\$230.92	\$564.60	81.8%
Employee + Family	\$234.21	\$117.11	\$649.59	\$324.80	\$883.80	73.5%

2015	AML Health Fund Monthly Premium Savings		
Tier	Monthly Premium Savings	City	Employee
EE	\$115.70	\$108.62	\$7.08
EE + S	\$219.40	\$173.13	\$46.27
EE + C	\$165.10	\$135.04	\$30.06
EE + F	\$432.30	\$317.57	\$114.73
<b>Total</b>	<b>\$932.50</b>	<b>\$734.35</b>	<b>\$198.15</b>

2015 Health Advantage Medical Ins. Rates	Employee	Employee	City	City	Total	
\$1000 Deductible	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	% Paid by City
Employee Only	\$26.58	\$13.29	\$402.12	\$201.06	\$428.70	93.8%
Employee + Spouse	\$171.02	\$85.51	\$643.38	\$321.69	\$814.40	79.0%
Employee + Children	\$131.06	\$65.53	\$589.04	\$294.52	\$720.10	81.8%
Employee + Family	\$298.73	\$149.37	\$828.57	\$414.28	\$1,127.30	73.5%

**27.6% Increase**

City of Conway

2014 and 2015 Dental Rates

CURRENT DENTAL RATES													
2014 BCBS Dental Blue Dental Ins. Rates Option 1B \$1000/yr max benefit (Low Option)	Employee	Employee	City	City	Total	% Paid by City	2014 BCBS Dental Blue Dental Ins. Rates Option 1B \$1500/yr max benefit (High Option)	Employee	Employee	City	City	Total	% Paid by City
	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium			Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	
Employee Only	\$4.78	\$2.39	\$18.22	\$9.11	\$23.00	79.2%	Employee Only	\$7.38	\$3.69	\$18.22	\$9.11	\$25.60	71.2%
Employee + Spouse	\$11.11	\$5.56	\$36.59	\$18.29	\$47.70	76.7%	Employee + Spouse	\$16.21	\$8.11	\$36.59	\$18.30	\$52.80	69.3%
Employee + Children	\$14.53	\$7.26	\$41.77	\$20.89	\$56.30	74.2%	Employee + Children	\$20.93	\$10.47	\$41.77	\$20.89	\$62.70	66.6%
Employee + Family	\$19.71	\$9.86	\$49.19	\$24.60	\$68.90	71.4%	Employee + Family	\$27.41	\$13.71	\$49.19	\$24.60	\$76.60	64.2%

2015 PROPOSED DENTAL RATES													
2015 BCBS Dental Blue Dental Ins. Rates Option 1B \$1000/yr max benefit (Low Option)	Employee	Employee	City	City	Total	% Paid by City	2015 BCBS Dental Blue Dental Ins. Rates Option 1B \$1500/yr max benefit (High Option)	Employee	Employee	City	City	Total	% Paid by City
	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium			Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	
Employee Only	\$5.05	\$2.53	\$19.25	\$9.62	\$24.30	79.2%	Employee Only	\$7.75	\$3.88	\$19.25	\$9.62	\$27.00	71.3%
Employee + Spouse	\$11.72	\$5.86	\$38.58	\$19.29	\$50.30	76.7%	Employee + Spouse	\$17.12	\$8.56	\$38.58	\$19.29	\$55.70	69.3%
Employee + Children	\$15.33	\$7.66	\$44.07	\$22.04	\$59.40	74.2%	Employee + Children	\$22.03	\$11.02	\$44.07	\$22.04	\$66.10	66.7%
Employee + Family	\$20.79	\$10.40	\$51.91	\$25.95	\$72.70	71.4%	Employee + Family	\$28.89	\$14.45	\$51.91	\$25.96	\$80.80	64.2%



*City of Conway*  
*Human Resources Department*  
*City Hall*  
*1201 Oak Street*  
*Conway, Arkansas 72032*  
[www.cityofconway.org](http://www.cityofconway.org)

**Date:** September 18, 2014  
**To:** Mayor Tab Townsell  
**From:** Lisa Mabry-Williams  
**Subject:** USABLE Life Insurance

---

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	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	2,960,000	83,981	1,066,797		1,893,203	36%
Payments in Lieu of Tax	25,000	-	119,794		(94,794)	479%
State Tax Turnback	1,995,402	64,443	988,590		1,006,812	50%
Sales Tax	17,350,000	1,443,884	10,941,293		6,408,707	63%
Beverage Tax	420,000	-	231,566		188,434	55%
Franchise Fees	2,655,000	230,498	1,668,956		986,044	63%
Airport Revenue	75,000	6,140	51,316		23,684	68%
Airport Fuel Sales .05 / GAL	10,000	732	5,067		4,933	51%
Permits	514,000	33,725	250,758		263,242	49%
ACIEA Revenues	-	2,472	4,076		(4,076)	-
Dog Tags & Fees	25,000	4,230	18,240		6,760	73%
Municipal Court Fines and Fees	990,000	85,556	798,155		191,845	75%
Law Enforcement	774,461	11,986	528,937		245,523	68%
Federal Grant Revenues	40,000	-	20,294		19,706	51%
State Grant Revenues	-	-	150,000		(150,000)	-
Parks	493,500	60,658	416,610		76,890	84%
Interest Income	5,200	2,066	11,870		(6,670)	228%
Insurance Proceeds	36,311	2,451	40,341		(4,030)	111%
Donations	9,020	1,461	18,244		(9,223)	202%
Act 833 Revenue	80,000	25,704	70,020		9,980	88%
Miscellaneous Revenues	170,300	11,199	117,501		52,799	69%
Transfers from Other Funds	423,000	35,250	317,250		105,750	75%
Loan Proceeds	3,500,000	1,000,000	3,500,000		-	100%
Fund Balance Appropriation	75,000	-	-		75,000	0%
<b>Total Revenues</b>	<b>32,627,694</b>	<b>3,106,492</b>	<b>21,337,077</b>	<b>-</b>	<b>11,290,617</b>	<b>65%</b>
<b>Expenditures</b>						
Admin (Mayor, HR)	538,628	53,473	342,147	191	196,290	64%
Finance	495,937	40,171	274,191	-	221,746	55%
City Clerk/Treasurer	181,599	14,805	113,148	-	68,451	62%
City Council	81,915	5,598	49,727	-	32,188	61%
Planning	361,696	38,083	236,315	-	125,381	65%
Physical Plant	517,870	53,689	300,268	1,682	215,920	58%
Fleet Maintenance	145,358	16,166	94,687	3,923	46,749	65%
Information Technology	853,926	96,451	555,156	20,474	278,296	65%
Airport	3,532,500	769,120	2,413,347	56,287	1,062,865	68%
Permits and Inspections	530,383	56,475	353,397	81	176,905	67%
Nondepartmental	641,289	26,328	592,750	7,474	41,064	92%
Police	10,947,558	1,164,329	7,153,896	44,380	3,749,283	65%
Animal Welfare	434,771	41,982	267,109	2,060	165,602	61%
Municipal District Court	856,518	88,863	556,392	972	299,154	65%
City Attorney	356,462	39,879	230,324	67	126,072	65%
Fire	9,163,428	945,594	5,894,948	35,261	3,233,219	64%
Parks	2,822,640	275,474	1,652,627	37,808	1,132,205	59%
	32,462,478	3,726,480	21,080,429	210,660	11,171,388	65%
Transfer to Reserve	500,000	-	-	-	500,000	0%
<b>Total Expenditures</b>	<b>32,962,478</b>	<b>3,726,480</b>	<b>21,080,429</b>	<b>210,660</b>	<b>11,671,388</b>	<b>64%</b>
<b>Net Revenue/(Expense)</b>	<b>(334,784)</b>		<b>256,648</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
General Fund  
2014



Fund Balance Appropriations

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

City of Conway  
 Balance Sheet - General Fund  
 For the month ended August 31, 2014



Cash - Operating	3,410,877
Cash - Reserve	1,000,000
Petty Cash	715
Taxes Receivable	2,500,000
Accounts Receivable	2,689,850
Due from Street	46,209
Fleet Inventory	15,539
Fuel Inventory	(882)
<b><i>Assets</i></b>	<b><u>9,662,310</u></b>
Accounts Payable	(128,827)
Insurance and Benefits Payable	28,244
Event Deposits	800
Due to Other Funds	21,551
Deferred Revenue	2,574,722
<b><i>Liabilities</i></b>	<b><u>2,496,490</u></b>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	1,000,000
Fund Balance - Unassigned	4,165,819
<b><i>Fund Balance</i></b>	<b><u>7,165,819</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>9,662,310</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Street Fund  
 For the month ended August 31, 2014



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
<b>Revenues</b>						
Ad Valorem Tax	1,450,000	43,513	487,266		962,734	34%
Payments in Lieu of Tax	15,000	-	-		15,000	0%
State Tax Turnback	3,402,296	291,515	2,346,837		1,055,459	69%
Severance Tax	250,000	36,108	226,067		23,933	90%
Sales Tax	245,000	20,231	153,698		91,302	63%
Sign Permits	500	-	240		260	48%
Engineering Fees	10,000	900	6,550		3,450	66%
	-	-	10,116		-	-
Interest Income	3,500	1,673	11,983		(8,483)	342%
Miscellaneous Revenues	-	-	2,957		(2,957)	-
<b>Total Revenues</b>	<b>5,376,296</b>	<b>393,940</b>	<b>3,245,714</b>	<b>-</b>	<b>2,140,698</b>	<b>60%</b>
<b>Expenditures</b>						
Personnel Costs	2,137,888	247,319	1,366,127	-	771,761	64%
Other Operating Costs	<u>3,305,012</u>	<u>247,561</u>	<u>1,384,843</u>	<u>174,243</u>	<u>1,745,926</u>	<u>42%</u>
Total Operating Costs	5,442,900	494,880	2,750,970	174,243	2,517,687	51%
Capital Outlay	<u>289,000</u>	<u>12</u>	<u>138,130</u>	<u>2,052</u>	<u>148,818</u>	<u>48%</u>
<b>Total Expenditures</b>	<b>5,731,900</b>	<b>494,892</b>	<b>2,889,101</b>	<b>176,295</b>	<b>2,666,504</b>	<b>50%</b>
<b>Net Revenue/(Expense)</b>	<b>(355,604)</b>		<b>356,613</b>			

\*All figures are unaudited

Notes:

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



City of Conway

Street Fund

2014

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-14-24	3/18/14	New part-time traffic data collector position	3,604

City of Conway  
Balance Sheet - Street Fund  
For the month ended August 31, 2014



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

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Sanitation  
 For the month ended August 31, 2014



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Sanitation Fees	9,120,000	735,587	5,792,030		3,327,970	64%
Proceeds - Recycled Materials	300,000	42,327	300,397		(397)	100%
Landfill Fees - General	240,000	21,240	159,402		80,598	66%
Insurance Proceeds	-	-	1,643		(1,643)	-
Interest Income	55,000	4,491	33,399		21,601	61%
Proceeds from Sale of Assets	-	-	495		(495)	-
Gain/Loss Disposal of Asset	-	-	(1,082)		1,082	-
Miscellaneous Revenues	-	101	948		(948)	-
<b>Total Revenues</b>	<b>9,715,000</b>	<b>803,746</b>	<b>6,287,232</b>	<b>-</b>	<b>3,427,768</b>	<b>65%</b>
<b>Expenditures</b>						
Personnel Costs	3,897,458	396,740	2,490,433	-	1,407,025	64%
Other Operating Costs	<u>3,405,542</u>	<u>168,277</u>	<u>2,017,427</u>	<u>158,223</u>	<u>1,229,891</u>	<u>59%</u>
Total Operating Costs	7,303,000	565,017	4,507,861	158,223	2,636,916	62%
Capital Outlay	<u>2,674,843</u>	<u>-</u>	<u>275,125</u>	<u>699,690</u>	<u>1,700,028</u>	<u>10.3%</u>
<b>Total Expenditures</b>	<b>9,977,843</b>	<b>565,017</b>	<b>4,782,986</b>	<b>857,913</b>	<b>4,336,943</b>	<b>48%</b>
<b>Net Revenue/(Expense)</b>	(262,843)		<u><u>1,504,246</u></u>			

\*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



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

**\*All figures are unaudited**

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