Mayor Bart Castleberry

City Clerk/Treasurer Denise Hurd

City Attorney Charles Finkenbinder

City Council Members

Ward 1 Position 1 – Andy Hawkins
Ward 1 Position 2 – David Grimes
Ward 2 Position 1 – AJ Regester
Ward 2 Position 2 – Shelley Mehl
Ward 3 Position 1 – Mark Ledbetter
Ward 3 Position 2 – Spencer Hawks
Ward 4 Position 1 – Theodore Jones Jr.
Ward 4 Position 2 – Shelia Isby

Tuesday, November 24th, 2026 City Council Agenda

Conway Municipal Building, City Council Chambers
1111 Main Street, Conway, AR 72032
www.conwayarkansas.gov

5:30 pm Committee Meeting:	**Discussion of the Animal Control Ordinance**
6:00 pm Council Meeting:	City Council Meeting
Call to Order:	Mayor Bart Castleberry
Roll Call:	Denise Hurd, Clerk/Treasurer
Minutes Approval:	November 10th, 2026
Monthly Financial Report:	Month Ending October 30th, 2026

A. Economic Development Committee: (Conway Area Chamber of Commerce, Conway Development Corporation, Conway Downtown Partnership, & Conway Corporation)

1. Consideration to approve waiving all three readings for the ordinances on the November 24th, 2026, City Council agenda.
2. Ordinance amending and restating Ordinance No. O-25-41, authorizing the issuance of a water revenue improvement bond for the construction of the water system for Conway Corporation.
3. Resolution authorizing Conway Corporation to condemn certain property to construct a water transmission main from Brewer Lake.

B. Community Development Committee (Airport, Community Development, Code Enforcement, Permits, Inspections, & Transportation, Planning & Development)

1. Resolution authorizing the City of Conway to enter into professional services with JTS Financial.
2. Resolution to approve a revision of rental rates for hangar spaces at the Conway Regional Airport.
3. Ordinance to approve the rezoning of the property located at 1801 South Amity Road from SR to I-1.
4. Consideration to approve an exception and allow Central Baptist College to submit a new rezoning application for the property located at 141 Conway Blvd.

C. Finance

1. Ordinance amending the FY2026 Budget.
2. Ordinance appropriating funds for Employee Appreciation Bonuses.

D. Personnel

1. Consideration to approve health insurance for City employees for FY2027.

Adjournment

City of Conway, Arkansas
Ordinance No. O-26-____

AN ORDINANCE AMENDING TITLE 6 OF THE CONWAY MUNICIPAL CODE REGARDING ANIMALS AND FOWL; AMENDING ORDINANCE NO. O-04-60, THE "ANIMAL CONTROL" ORDINANCE; REPEALING ORDINANCES O-16-102, O-04-57, O-05-130, O-05-138, O-06-76, O-09-82, O-10-91, O-11-32, O-11-46 IN THEIR ENTIRETY; REPEALING ANY OTHER ORDINANCES AND/OR PROVISIONS OF THE CONWAY MUNICIPAL CODE IN CONFLICT TO THE EXTENT OF THE CONFLICT; AND FOR OTHER PURPOSES:

Whereas, the Conway Animal Services ~~Welfare Unit~~ desires to amend and clarify certain provisions of Title 6 of the Conway Municipal Code and Ordinance No. O-04-60, the "Animal Control" ordinance.

Whereas, the Conway City Council has determined that clear and functional regulations regarding animals and fowl within the City are essential to the protection of the public peace, health and safety.

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

Section 1. Title 6 of the Conway Municipal Code and Ordinance No. O-04-60, the "Animal Control" ordinance, are hereby amended to read in their entirety as follows:

TITLE 6
ANIMALS AND FOWL

Chapters:

6.04 Animals Generally
6.08 Fowl, Livestock, Wildlife, Wild Animals and Reptiles
6.12 Penalty
6.16 Spay/Neuter Program

CHAPTER 6.04
ANIMALS GENERALLY

Sections:

6.04.01 Definitions
6.04.02 Enforcement
6.04.03 Citations
6.04.04 Interference with animal control officers
6.04.05 Confinement of animals on premises of owner
6.04.06 Impoundment and disposition of at-large animals
6.04.07 Reclaiming animals; fees for reclaiming
6.04.08 Fraudulent redemption of domestic animals
6.04.09 Nuisance animals
6.04.10 Condition of pens and premises
6.04.11 Number of animals
6.04.12 Annual license and tag
6.04.13 Rabies vaccination required
6.04.14 Animal care
6.04.15 Transfer of Ownership
6.04.16 ~~15~~ Transportation
6.04.17 ~~16~~ Animal bites

6.04.18 ~~17~~ Quarantine after bite
6.04.19 ~~18~~ Duty to prevent attacks or harm upon, or aggressive behavior toward, persons
6.04.20 ~~19~~ Dangerous dogs
6.04.21 ~~20~~ Vicious dogs
6.04.22 ~~21~~ Killing rabid, vicious or dangerous animals
6.04.23 ~~22~~ Diseased or injured animals
6.04.24 ~~23~~ Deposit of funds; assisted spay and neutering
6.04.25 ~~24~~ Prohibition of sale of animals from certain locations
6.04.26 Community Cats

6.04.01 Definitions The following words and phrases shall have the following meaning for purposes of Title 6 of the Conway Municipal Code:

Animal Every vertebrate non-human species of animal, wild or domestic, male or female, including, but not limited to, dogs, cats, livestock and other mammals, birds, reptiles, amphibians and fish.

Animal acceptance The act of Conway Animal Services ~~Welfare Unit~~ accepting a dog, puppy, cat or kitten brought in to the shelter by an individual for permanent relinquishment.

Animal Daycare or Boarding Facility A commercial establishment whose primary purpose is the temporary care, supervision, or housing of animals owned by another person for compensation. Incidental veterinary, grooming, training, or other services shall not change the facility's classification as an animal daycare or boarding facility.

Animal Rescue/Shelter An establishment wherein a person, business, government or organization engages in the practice of providing temporary homes for stray, surrendered, or abandoned pet animals.
Animals are kept at the shelter until it is reclaimed by the owner, adopted to a new owner, placed with another organization or euthanized.

Animal Services ~~Welfare~~ Officer The person or persons employed by the city of Conway and designated by the city of Conway as enforcement officer or officers and having authority to carry out all provisions of this ordinance, including police officers of the city of Conway, Arkansas.

Animal Services ~~Welfare Unit~~ Any and all person persons employed by the city of Conway and designated as Animal Control Officers and any premises designated by the city of Conway for the purpose of impounding and caring for dogs and cats found running at large in violation of this ordinance.

At-large An animal is at-large within the meaning of Title 6 when it is not confined within a house, building, enclosure, or fence, or otherwise restrained on the premises of the owner, such as by a trolley system sufficiently strong to prevent the animal from escaping, or, when away from the premises of the owner, is not confined by a leash or safely within the passenger compartment of an automobile.

Cat Any domestic or feral cat (Felis catus or Felis domesticus) over the age of six (6) months.

Community Cat. A free-roaming cat that is without visibly discernible or microchip owner identification of any kind.

Community cat caretaker. Any person who provides food, water, or shelter to a community cat(s). A community cat caretaker is not considered the owner, keeper, or harborer of the community cat(s) for the purpose of animal limits, criminal or civil liability referenced in **6.04.11.**

Community cat program. An authorized program pursuant to which community cats are trapped, sterilized, vaccinated against rabies, ear-tipped, and returned to the approximate location where they were trapped. A cat may receive a microchip as part of a trap-neuter-vaccinate-return program.

Dog Any domestic canine or canine crossbreed (Canis familiaris) over the age of six (6) months.

Domestic animal Animals which are trained and kept as pets, or which commonly rely upon humans for food and shelter, including, but not limited to, dogs, puppies, cats, kittens; birds kept indoors; hamsters, gerbils and such other small rodents; chinchillas, rabbits; non-poisonous lizards, except crocodiles and alligators, and non-poisonous snakes, which animals or reptiles are capable of being maintained continuously in cages; and other living creatures generally referred to as domestic pets. The term "domestic animals" shall also mean animals of husbandry or livestock.

Euthanasia The act of humanely and painlessly putting an animal to death.

Fence A physical barrier enclosing an area of ground which is sufficient to confine the animal in question to the premises, or an electronic system which is designed to prevent, and which *actually* prevents, the animal in question from departing predefined boundaries upon the premises without the use of a physical barrier.

Foster a person authorized by Conway Animal Services, or by an animal shelter or rescue organization to provide temporary care for an animal in its custody. This term does not include a person who independently takes possession of a stray animal.

Kennel An establishment wherein any person, business, or organization engages in the practice of boarding, breeding, buying, grooming, letting for hire, training for a fee, or selling dogs or other animals.

Kitten Any domestic or feral cat (Felis catus or Felis domesticus) under the age of six (6) months.

Neutered A castrated male animal, un-sterilized dogs or cats too elderly or infirm to breed, as previously certified in writing as such, at the time of the dog or cat's licensing, by a veterinarian licensed to practice within the state.

Owner/harborer Any person, group of persons, or corporations owning, keeping or harboring an animal or animals.

Physical injury Impairment of physical condition, infliction of substantial pain, or infliction of bruising, swelling, or a visible mark associated with physical trauma.

Puppy Any dog under the age of six (6) months

Repeatedly at large An animal is repeatedly at large within the meaning of this ordinance when it is not confined to the premises of the owner, or not within a house or other building or enclosure, or not restrained on the premises of the owner by a leash sufficiently strong to prevent the animal from escaping and restricting the animal to the premises of the owner, or not confined by a leash, or not confined in an automobile when away from the premises of the owner, more than three times within the previous year.

Restraint An animal is under restraint within the meaning of this ordinance if it is controlled by a leash, is confined safely within the passenger compartment of an automobile not on the property of its owner, or is confined on the property of its owner or keeper.

Serious physical injury Physical injury that creates a substantial risk of death or that causes protracted disfigurement, protracted impairment of health, or loss or protracted impairment of the function of any bodily member or organ.

Spayed A female animal that has undergone an ovary-hysterectomy, un-sterilized dogs or cats too elderly or infirm to breed as previously certified in writing as such, at the time of the dog's or cat's licensing, by a veterinarian licensed to practice within the state.

Veterinary Clinic A facility whose primary purpose is the practice of veterinary medicine by or under the supervision of a licensed veterinarian, including the examination, diagnosis, prevention, or treatment of animal disease or injury. Incidental boarding, grooming, or other animal-care services shall not change the facility's classification as a veterinary clinic.

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Wildlife rehabilitator Is a person, business, or organization that provides aid to injured, orphaned, displaced, or distressed wild animals in such a way that they may survive when released to their native habitats. Activities may include direct care of wildlife and arranging suitable release sites. Rehabilitators must possess current licensing from the Arkansas Game and Fish Department and must comply with all state, county, and municipal laws and ordinances.

6.04.02 Enforcement The provisions of this ordinance shall be enforced by the Animal Services ~~Welfare~~ Officers of the city of Conway's Animal Services Department ~~Welfare Unit~~ and by members of the Conway Police Department.

6.04.03 Citations Conway Animal Services ~~Welfare~~ Officers and members of the Conway Police Department are hereby authorized to issue citations in lieu of arrest, as described in Arkansas Rules of Criminal Procedure Rule 5.2, to any person who violates any provision of Title 6 of the Conway Municipal Code. Such citations shall be in a form approved by the District Court of Faulkner County, shall designate the offense(s) committed, and shall require the person so charged to either appear before the Court on a given date to answer the charges or present the citation to the District Court Clerk for disposition prior to that date. Should an arrest be required, whether for the violation itself or for failure to appear in response to a citation, the Animal Services ~~Welfare~~ Officer(s) shall seek the assistance of the Patrol Services Division of the Conway Police Department to effect such arrest.

6.04.04 Interference with Animal Services ~~control~~ Officers No person shall unlawfully hinder or interfere with an Animal Services ~~Welfare~~ Officer in the performance of his or her duties, or seek to release any animal in the custody of an Animal Welfare Officer except as herein provided. No person shall remove any animal, or assist any other person in removing any animal, from ~~the~~ Conway Animal Services ~~Welfare Unit~~ except as herein provided.

6.04.05 Confinement of animals on premises of owner

A. Confinement required Any person owning, possessing, or keeping dogs ~~an animal or animals~~ within the corporate limits of the City of Conway, whether vaccinated or unvaccinated, licensed or unlicensed, shall at all times prevent such dog(s) ~~animal(s)~~ from being at large.

B. Chaining No person shall direct-point chain or tether a dog to a stationary object. Dogs may be restrained by means of a trolley system, or a tether attached to a pulley on a cable run, only if the following conditions are met:

1. Only one (1) dog may be tethered to each cable run.

2. The tether must be attached to a properly fitting collar or harness worn by the dog, with enough room between the collar and the dog's throat through which two (2) fingers may fit. Choke collars and pinch collars are prohibited for purposes of tethering a dog to a cable run.

3. There must be a swivel on at least one (1) end of the tether to minimize tangling of the tether.

4. The tether and cable run must be of adequate size and strength to effectively retrain the dog. The size and weight of the tether must not be excessive, as determined by the animal welfare officer, considering the age, size and health of the dog.

5. The cable run must be at least ten (10) feet in length and mounted at least four (4) feet and no more than eight (8) feet above ground level.

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6. The length of the tether from the cable run to the dog's collar should allow access to the maximum available exercise area and should allow continuous access to water and shelter. The trolley system must be of appropriate configuration to confine the dog to the owner's property, to prevent the tether from extending over an object of an edge that could result in injury or strangulation of the dog, and to prevent the tether from becoming entangled with other objects or animals.

C. Impoundment of Animal for Chaining Violation: Upon notification by written warning of a violation of Section 6.04.05(B), the owner shall be allowed ten (10) days to correct the violation. If the violation is not corrected within ten (10) days, the dog(s) may be removed and impounded by Animal Welfare Officers.

D. Adequate Confinement Standards

1. **Physical Confinement Required**

Dogs shall be confined to the owner's property by means of a **secure, physical enclosure** or by being under the **direct physical control** of a responsible person. A "secure, physical enclosure" shall mean a fence, structure, or pen that:

- Is constructed of durable materials such as wood, chain link, metal, or comparable material;
- Is of sufficient height and design to prevent the dog from escaping;
- Is maintained in good repair without gaps or weaknesses;
- Is capable of reasonably preventing entry of other animals or unauthorized persons.
- Is in compliance with all applicable municipal ordinances governing fences.

2. **Prohibition on Electronic-Only Confinement**

Electronic, wireless, or "invisible" fencing systems shall not constitute adequate confinement when used as the sole means of restraint or containment.

3. Supplemental Use of Electronic Fencing

Electronic or invisible fencing systems may be used only as a supplemental measure and shall not replace the requirement for physical confinement or direct control.

6.04.06 Impoundment and disposition of at-large animals

A. Any domestic animal found to be at large within the corporate limits of this city shall be impounded by an Animal Services ~~Welfare~~ Officer and confined in a humane manner.

B. It shall be unlawful for any person to surrender an animal to CAS falsely claiming that the animal was found to be at large within the corporate city limits of Conway.

C. Upon impounding any at-large domestic animal, an Animal Services ~~Welfare~~ Officer shall make a reasonable effort, if possible, to notify the owner(s) of the animal of its impoundment, and to inform the owner(s) of the conditions whereby they may regain custody of the animal.

D. Title to any impounded at-large animal that is not claimed within five (5) business days by its owner or his or her authorized representative, as identified in writing, is automatically transferred to ~~the~~ Conway Animal Services ~~Welfare Unit~~, which may put the animal up for adoption or destroy it in a humane manner, at the discretion of the Director of the Animal Welfare Unit or their designee.

E. Prior to destroying any ~~dog~~ animal found running at-large which carries its owner's address, an Animal Services ~~Welfare~~ Officer shall give the dog's owner at least five (5) days' notice of the date of the proposed

destruction of the dog. The notice shall be by certified letter, return receipt requested and shall otherwise conform to the requirements of A.C.A. § 14-54-1102.

F. An Animal Services ~~Welfare~~ Officer may request that the City Attorney bring criminal charges under A.C.A. § ~~5-62-101~~ 5-62-103, et seq. as currently enacted and as may be amended from time to time., against any owner of any impounded animal who refuses or fails to claim his or her animal.

G. Upon the expiration of the five (5) business-day period stated in Section 6.04.06(**D**) and payment of the following adoption fees, title to any at-large animal impounded and not claimed by its owner, or owner's representative, may be transferred by ~~the~~ Conway Animal Services ~~Welfare Unit~~ to another party, not including the owner or owner's representative, subject to the licensing and vaccination requirements set out in this ordinance:

1. Fifty ($50.00) for an altered dog or cat
(Or)
2. Twenty-Five ($25.00) for an unaltered dog or cat, in addition to a spay/neutering fee which shall be determined by the veterinarian selected to perform the alteration and paid directly to the veterinarian

H. Sterilization of all adopted animals shall be performed within thirty (30) days of payment of the applicable adoption and altering fees~~. The Animal Welfare Unit~~ Conway Animal Services may grant an extension of the time for sterilization, not to exceed thirty (30) additional days, upon the request of the owner if, in the opinion of a veterinarian licensed to practice veterinary medicine in the state of Arkansas, the animal is medically compromised to the extent that such sterilization should not be performed at the time. A signed agreement to have the animal altered shall be binding. Failure to comply shall constitute a violation of this section. In such cases, the animal described therein shall be returned to ~~the Animal Welfare Unit~~ Conway Animal Services upon request and title to the animal shall revert back to the City of Conway ~~Animal Welfare Unit~~. No claim may be made by the owner to recover expenses incurred for maintenance of the animal, including the initial procurement cost. In addition, all dogs and cats adopted shall be micro-chipped prior to being released. The expense of micro-chipping is included at no additional charge.

I. Adoption fees on altered animals shall be equally dispersed, $25.00 into the City of Conway operating account (001-127-4170) and $25.00 into the Animal Services ~~Welfare~~ Spay and Neuter account (223-127-4170).

6.04.07 Reclaiming animals; fees for reclaiming

A. Any person who owns, possesses or harbors an animal which has been seized by, or is impounded at, ~~the Animal Welfare Unit~~ Conway Animal Services, and which is subject to being returned to its owner, possessor or harborer under the provisions of this Chapter, may claim and retrieve such animal from ~~the Animal Welfare Unit~~ Conway Animal Services by payment of:

1. A fee of Ten Dollars ($10.00) per day that the animal has remained in custody; and
2. A fee of Twenty Dollars ($20.00) if the impounded animal is required by Section 6.04.12 to wear a City license tag and was not wearing such a tag at the time of its impoundment; and
3. A fee of Twenty Dollars ($20.00) if the impounded animal is required by Section 6.04.13 to wear a rabies vaccination tag and was not wearing such a tag at the time of its impoundment; and
4. Any and all other costs incurred by ~~the Animal Welfare Unit~~ Conway Animal Services.

B. If a dog or cat has not been vaccinated against rabies within the immediately preceding twelve (12) months and/or is not currently licensed, as applicable, said animal shall be reclaimed only after payment of all fees required for vaccination and/or licensing. The burden of proof as to vaccination and licensing shall be upon the party attempting to claim the dog or cat from the Animal Services ~~Welfare~~ Officer under this Section.

C. Any person reclaiming an animal must provide a valid form of picture identification, such as a driver's license, Arkansas ID card, or school ID card containing the person's name, current address, and date of birth.

D. An additional fee of Twenty Dollars ($20.00), plus the regular license fee, shall be assessed to the party reclaiming an unlicensed animal. An additional Twenty Dollar ($20.00) fee shall be assessed for reclaiming a dog or cat unvaccinated for rabies within the immediately preceding twelve (12) months. If the person reclaiming the animal is a Conway resident, that person shall also cause said animal to be licensed in accordance with the regulations of the city then in force, and the costs or expense of such vaccination and/or license fee shall be paid by the party reclaiming such animal and shall be in addition to the fees hereinabove set out. It shall be the responsibility of said party to furnish proof of such vaccination to ~~Animal Welfare~~ Conway Animal Services within ten (10) days of the animal being reclaimed.

E. The Animal Services ~~Welfare~~ Officer shall keep complete and accurate records of all dogs and cats impounded and, should an owner's animal be impounded a second time within an eighteen (18) month period, then in such event, the Animal Welfare Officer, prior to releasing said animal shall require a fee of Twenty Dollars ($20.00) to be paid by such owner, possessor or keeper of said spayed/neutered dog or Seventy-Five Dollars ($75.00) for said un-spayed/un-neutered dog or cat, in addition to the other fees and costs set forth in 6.04.07(A). In addition a citation may be issued for a nuisance dog or cat.

F. Upon the third and each subsequent impoundment within an eighteen (18) month period, then in such event, of said owner's spayed/neutered dog or cat, the Animal Services ~~Welfare~~ Officer, prior to releasing said animal shall require an impound fee of Fifty Dollars ($50.00) to be paid by such owner, possessor or keeper of said spayed/neutered dog or cat, or an impound fee of One Hundred Dollars ($100.00) for an un-spayed/un-neutered dog or cat, plus Ten Dollars ($10.00) per day board. Upon said subsequent violation, the owner, keeper or possessor of such dog/cat shall in addition, comply with the above licensing and vaccination fees. In addition a citation may be issued for a nuisance dog or cat.

G. All fees described in this section shall be in addition to whatever penalties might be assessed for misdemeanor violations described in other sections under this ordinance.

6.04.08 Fraudulent redemption of domestic animals If any person shall obtain possession and custody of any domestic animal for, or on behalf of, the owner thereof, for the purpose of avoiding payment of the fees and penalties imposed upon the owner under this ordinance, both the owner of such animal and the person so obtaining possession and custody of the animal for the owner shall be deemed to have violated the terms of this ordinance and both shall be punished as hereinafter provided.

6.04.09 Nuisance animals

A. Owners, keepers or harborers of nuisance animals shall be subject to a fine. Nuisance animals are any animals which infringe upon the rights of another animal or a person, or which:

1. Molest passersby or passing vehicles; or
2. Attack other domestic animals; or
3. Trespass on school grounds; or
4. ~~Are~~ Dogs which are repeatedly at large; or
5. Damage private or public property; or
6. Bark, whine, howl or make any other noise in an excessive, continuous, or untimely fashion; or
7. Cause fouling of the air by odor and thereby create unreasonable annoyance; or

8. Interfere with refuse collection or other service personnel; or
9. ~~Defecate~~ Dogs which defecate on property other than property owned by their owner, keeper or harborer while at large or while under restraint. ~~; or~~

6.04.10 Condition of pens and premises

A. All animals, excluding livestock, shall be provided with appropriate shelter and a safe, non-injurious environment, as per federal Animal Welfare Act guidelines. Shelters and enclosures, whether temporary or permanent, must be constructed so that they are the appropriate size, strength, and material that allows the animal to stand, stretch, turn around, and lie down freely. Unless heated, animal houses shall contain proper bedding to ensure ~~insure~~ protection from weather conditions. The shelters, enclosures and fenced areas for animals must be kept free of hazards such as trash, sharp edges, protruding nails, broken or splintered wood, metal or glass shards, machinery, loose wires, or any other material that may cause injury.

B. There shall be at least one hundred (100) square feet in either pen or yard for each dog over six (6) months of age kept therein.

C. It shall be unlawful for any person, firm or corporation owning, keeping or harboring domestic animals to fail to keep any premises where such domestic animals are kept free from offensive odors to the extent that such odors are disturbing to any person residing within reasonable proximity of the said premises.

D. It shall be unlawful for any person, firm or corporation owning, keeping or harboring domestic animals to allow any premises where such animals are kept to become unclean and a threat to the public health by failing to diligently and systematically remove all animal waste from the premises.

E. It shall be unlawful for any person, firm or corporation owning, keeping or harboring domestic animals to allow those animals to become infested with ticks, fleas, parasites or other vermin by failing to diligently and systematically apply accepted methods of insect, parasite, and vermin control.

6.04.11 Number of animals It shall hereafter be unlawful for any person to own, keep, or harbor more than a total of four (4) dogs and/or cats over the age of twelve (12) weeks on a single premises within the corporate limits of the city. This provision shall not apply to proprietors of animal hospitals and veterinarians, when such animals are kept upon premises used by such business, or to holders of a valid kennel permit.

A. No person, business, or organization may operate a kennel, ~~or~~ animal rescue shelter or foster, or engage in wildlife rehabilitation, without a valid and current kennel permit issued by ~~the~~ Conway Animal Services ~~Welfare Unit~~. Kennel permits shall be issued annually, and at no cost. However, kennel permits shall be denied or revoked if any of the following criteria are not met:

1. The operation of a kennel or animal rescue shelter or the conduct of wildlife rehabilitation upon the applicant or permit holder's premises shall comply with all applicable Conway ordinances, including the Zoning Ordinance; and

2. The number of animals housed on the permit holder's premises shall not exceed a number which shall be determined by the City Council in each individual case. Only animals twelve (12) weeks of age and older shall count toward the maximum number of animals on the permittee's premises; and

3. The applicant or permit holder shall consent to random inspections of the kennel, animal rescue shelter or wildlife rehabilitation operation in order to ensure safe, sanitary conditions and compliance with these regulations.

4. The applicant or permit holder's facilities shall comply with the following minimum standards for kennels, animal rescue shelters and wildlife rehabilitation facilities:

   a. Animal housing areas shall be physically separated from areas in which food and/or drink for human consumption is prepared, served or stored and from any living and/or sleeping areas of kennel personnel; and

   b. Enclosures shall be provided which allow adequate protection against weather extremes. If drains are used, they shall be properly constructed and kept in good repair. If closed drainage systems are used, waste water shall be disposed of by connection to a sanitary sewer of any approved sewage disposal system in compliance with city code; and

   c. Each animal shall have sufficient space to stand up, lie down, and turn around without touching the sides or tops of the enclosures/cages~~; and~~
   Enclosures shall provide a minimum of usable floor space calculated as (length of the animal in inches from nose to base of tail plus six (6) inches, squared), consistent with applicable federal Animal Welfare guidelines.
   Primary enclosures used for housing dogs for periods exceeding twelve (12) hours shall provide no less than sixteen (16) square feet of usable floor space, unless the animal is temporarily confined for transport, medical treatment, or behavioral separation.
   Enclosures used for extended housing shall be of sufficient size to allow normal postural adjustments, movement, and engagement in species-typical behaviors. Where applicable, these requirements are intended to meet or exceed federal Animal Welfare standards established under the Animal Welfare Act.

   d. Cages shall be so made and constructed as to allow cleaning and sanitizing; and

   e. Cage floors of concrete, unless radiantly heated, shall have a resting board or some type of bedding; and

   f. Runs shall provide protection from the weather and be constructed of an impervious surface. Run floors must also slope toward a drain to prevent the accumulation of water and debris; and

   g. All animal quarters and runs are to be kept clean, dry and in a sanitary condition. Animal waste shall be removed from enclosures daily and/or as often as may be necessary to prevent contamination of the animals and to reduce disease hazards and odors. All surfaces shall be washed with a detergent solution followed by a safe and effective sanitizer. Animals must be removed from the enclosures during the cleaning process and precautions taken to avoid cross contamination; and

   h. Indoor housing for domestic animals shall be sufficiently heated when necessary to protect animals from cold, and to provide for their health and comfort. The ambient temperature shall be made consistent with the requirements of the particular species.

   i. Indoor housing of animals shall be adequately ventilated with fresh air to minimize odors and moisture and to provide for the health and

comfort of the animals at all times. Auxiliary ventilation, such as exhaust fans and vents or air-conditioning, shall be provided when the ambient temperature is eighty five (85) degrees Fahrenheit, or higher; and

j. Reliable and adequate electric power shall be provided. Electrical wiring must meet all requirements of city code; and

k. The floors of the enclosures shall be constructed to prevent injury to animals' feet and legs. Enclosures for dogs and cats may have wire flooring, provided that:

   i. The wire is of adequate gauge to prevent sagging under the weight of the animal; and

   ii. The wire mesh is small enough to prevent their feet from falling through the mesh; and

   iii. The animal is provided a solid surface large enough to lie down upon;

l. Animal food shall be wholesome, palatable, free from contamination, and of a sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal to which it is provided. Food shall be stored off the floor, or in a waterproof closed container, and adequately protected against infestation or contamination by vermin; and

m. All animals shall have fresh water available at all times. Water vessels shall be mounted or secured in a manner that prevents tipping and be of the removable type. Backflow preventers shall be installed on any threaded faucet~~;~~ and

n. Water and food containers and all other utensils shall be cleaned and sanitized using generally acceptable methods such as the use of heat or chemical sanitizing solution. These containers shall be cleaned and sanitized as often as necessary to maintain sanitary conditions; and

o. An effective program for the control of insects, parasites, and mammalian pests or vermin shall be maintained; and

p. Animals kept in the same enclosure shall be maintained in compatible groups. Females in season shall not be housed in the same primary enclosure with males, except for breeding purposes. Puppies and kittens shall not be housed in the same primary enclosure with adult dogs or cats other than their dams, except when permanently maintained in breeding colonies. Dogs shall not be housed in the same primary enclosure with cats, nor shall dogs or cats be housed in the same primary enclosure with any other species of animals; and

q. Animals under treatment for a communicable disease shall be physically separated from other susceptible animals to minimize spread of the disease. Sick animals shall be provided with access to veterinary care; and

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r. All animals shall be provided with regular exercise and environmental enrichment sufficient to promote both physical and mental well-being. At a minimum:

1. Dogs shall be provided with **no less than sixty (60) minutes per day** of exercise or enrichment outside of their primary enclosure. Such enrichment may include, but is not limited to, leash walks, playgroups, training sessions, or structured human interaction;
2. No dog shall be confined within a primary enclosure for more than **twelve (12) consecutive hours** without being provided an opportunity for exercise, elimination, and social interaction;
3. Cats shall be provided daily enrichment appropriate to the species, including opportunities for movement, climbing, scratching, and human interaction where appropriate;
4. Facilities shall maintain a **written enrichment and exercise plan**, available for inspection, outlining the type, frequency, and duration of enrichment provided to animals;
5. Facilities shall maintain **daily records** documenting compliance with enrichment and exercise requirements, which shall be made available upon request.

s. In order to distinguish between temporary boarding and long-term housing:

1. "Boarding" shall mean the temporary housing of animals owned by a third party for a defined period of time in exchange for compensation or as a service;
2. Any animal housed at a permitted kennel facility for a period exceeding **thirty (30) consecutive days** shall be presumed to be a long-term resident and not a boarded animal, unless documentation is provided demonstrating an active boarding agreement;
3. Facilities housing animals classified as long-term residents shall be subject to additional requirements applicable to animal rescue shelters, including behavioral monitoring, enrichment, and capacity review;
4. No facility operating under a kennel permit shall house long-term resident animals in a manner that results in continuous confinement without adequate enrichment, socialization, or opportunity for placement;
5. The Conway Animal Services may require documentation of ownership, intake date, medical records and purpose of stay for any animal housed at a permitted facility.

t. No animal shall be continuously confined in a primary enclosure in a manner that compromises its physical or psychological well-being.

1. Continuous confinement exceeding **twenty (20) hours within a twenty-four (24) hour period** shall be presumed to be inadequate unless justified by veterinary necessity;
2. Animals requiring medical or behavioral isolation shall be exempt from standard enrichment requirements only to the extent necessary and as documented by a veterinarian or qualified professional;

3. Facilities shall take reasonable measures to provide social interaction, sensory stimulation, and environmental variation to prevent deterioration of behavioral health.

u. All kennel permit holders shall maintain accurate and up-to-date records including:

1. Intake date of each animal;
2. Owner or source of the animal;
3. Classification of the animal as boarded, rescue, or other;
4. Daily care logs, including feeding, cleaning, and enrichment activities;
5. Medical records including but not limited to current rabies vaccinations (where applicable), vaccination history, illness or injury, treatment provided, medications administered, and the name of the attending veterinarian when applicable.

Such records shall be made available for inspection upon request by Conway Animal Services.

B. **Failure to obtain permit.** Notwithstanding Section 6.12.01, any person or entity required to obtain a kennel permit that operates without a valid and current permit shall, upon conviction, be fined five hundred dollars ($500.00).

C. ~~B.~~ An appeal of the denial or revocation of a kennel permit may be made to the City Council within ten (10) days of the notice of such denial or revocation. In the case of revocation, appeal to the City Council shall suspend enforcement of this Section until such time as the appeal is acted upon by the Council. The Council shall take up the appeal at the next regularly scheduled Council meeting. Denial of the appeal by the City Council, or the failure to appeal such a notice of revocation of a permit within the prescribed ten (10) day period, shall result in the immediate revocation of the kennel permit.

D. ~~C.~~ The Conway City Council may grant a variance from the minimum kennel standards set forth in Section 6.04.11(A)(4) by a two-thirds (2/3) vote.

E. ~~D.~~ ~~The Conway Animal Welfare Unit~~ Conway Animal Services is exempt from the provisions of Section 6.04.11. ~~(A).~~

6.04.12 Annual license and tag

A. Levy of license fee There is hereby levied, and there shall be collected, an animal licensing fee in the amount hereinafter provided on each dog or cat owned or kept within the city. Said fee shall be paid to the city or to any authorized licensed veterinarian. Said fee shall be paid to the city via one of these methods: by mail with a self-addressed, stamped envelope enclosed; paid at the Conway Animal Services ~~Welfare Unit~~; or paid at any licensed veterinarian participating in the city's spay/neuter program. It shall be the duty of any licensed veterinarian collecting a fee under the provisions of this section to remit such fee to the city (less a Two Dollar ($2.00) fee per license issued as allowed to the veterinarian issuing the annual license on the behalf of the city of Conway). It shall be a prerequisite for any licensed veterinarian to participate in the city of Conway spay/neuter program to offer for sale at their clinic the city animal annual licenses as outlined above.

B. Amount of license fee For each dog or cat required to be licensed under this chapter, the following license fees shall apply:

(1) One-Year License

- Ten Dollars ($10.00) for each neutered male or spayed female.
- Twenty Dollars ($20.00) for each unspayed or unaltered male.

(2) Three-Year License

- Twenty-five Dollars ($25.00) for each neutered male or spayed female.
- Fifty Dollars ($50.00) for each unspayed female or unaltered male.

(3) Upon completion of city registration, the current rabies tag number issued by a licensed veterinarian shall serve as the animal's city license number. No separate city license tag shall be issued or required.

(4) ~~(3)~~ Exemption for young animals- No license fee shall be required for any dog or cat under four (4) months of age.

(5) ~~(4)~~ Identification Requirement for Unlicensed Animals

For any dog or cat not required to be licensed due to age, the owner, keeper, or harborer shall ensure that animal wears a durable identification tag displaying the owner's name, address, and telephone number whereby the owner may be contacted.

~~For each neutered male or spayed female the levied fee shall be in the amount of Ten Dollars ($10.00) annually. The fee for each unspayed female or unaltered male shall be Twenty Dollars ($20.00) annually, except for any animal under four (4) months of age. If a dog or cat is of such age that a license is not required, the owner of the dog or cat shall obtain any durable tags which state the name of the owner, the address, and a telephone number whereby the owner, keeper or harborer can be contacted.~~

C. Time to obtain license Should a dog or cat be brought into the city, the person owning or keeping such dog or cat shall have thirty (30) days in which to pay the licensing fee levied hereby. Any person bringing a dog or cat into the city on a temporary basis (less than thirty (30) days) is not subject to city of Conway licenses.

D. Issuance of license receipt and tag The city official or a licensed veterinarian to whom the fee levied by subsections (A) and (B) above is paid shall issue a receipt therefore and shall issue to each person paying said fee a metal tag indicating that said fee has been paid. No tag shall be issued for any dog or cat unless a certificate is presented from a licensed veterinarian indicating that said dog or cat has a current rabies vaccine ~~been vaccinated for rabies within one year prior thereto~~.

E. **License period** A license, if not revoked, shall be valid for a period ~~one year of the date of rabies vaccination~~ corresponding to the duration of the animal's current rabies vaccination, not to exceed three (3) years. from the date of rabies vaccination.

1. Animals vaccinated with a one (1) year rabies vaccine shall be issued a one (1) year license.
2. Animals vaccinated with a three (3) year rabies vaccine shall be issued a (3) year license.

The license shall expire on the same date as the rabies vaccination.
Every owner shall obtain a new license upon revaccination for rabies. ~~each year.~~
An owner shall have ten days from the date the license expires to obtain a new license.

F. Tag to be attached to animal's collar It shall be the duty of the owner, keeper or harborer of every dog or cat within the city to attach the applicable tag provided for in this section to a collar securely fixed around the neck of said dog or cat.

G. Service dogs All owners of seeing-eye dogs, hearing-ear dogs, assistance dogs, or guide dogs, such dogs being used to aid sensory impaired citizens, or other citizens who, upon medical advice, require the use of an assistance dog, shall not be required to pay an annual city license fee, but shall be required to obtain a license tag and identification tag.

H. Lost or destroyed tag In case a tag for the animal licensing fee required by this ordinance is lost or destroyed, a duplicate shall be issued by the city upon presentation of a receipt or other verification showing payment of said fee or receipt of such duplicate tag.

6.04.13 Rabies vaccination required

A. All dogs, cats and other domestic animals in the city which are capable of contracting rabies shall be ~~annually~~ vaccinated against rabies by an accredited veterinarian every one or three years, depending on the vaccine administered. A metal tag evidencing such vaccination shall be attached to the harness or collar of every dog ~~such animal~~ in the city.

B. No tag shall be transferable from one animal to another. No refunds shall be made on any fee from one animal to another.

C. No refunds shall be made on any fee because of the death of the animal or because the owner leaves the city before the expiration of the license period.

D. The provisions of section 6.04.13 shall not apply to any dog or cat under the age of four (4) months.

6.04.14 Animal care

A. No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal, provided that it shall not be unlawful for a person to expose on his own property common rat poison mixed only with vegetable substances.

B. No person shall fail to provide his animals with sufficient, good, wholesome and nutritious food, water in sufficient quantities, proper air, shelter which complies with the requirements of Section 6.04.10, veterinary care when needed to prevent suffering, and humane care and treatment. No dog or cat may be kept on flooring of suspended wire grid except those which are kept in a kennel or animal rescue shelter pursuant to a valid kennel permit issued under Section 6.04.11 of the Conway Municipal Code and under conditions compliant with Section 6.04.11(A)(4)(l).

C. No person shall beat, cruelly ill-treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit any dogfight, cockfight, bullfight, or other combat between animals and/or humans.

D. No owner, keeper or harborer of an animal shall abandon such animal.

E. No person shall confine any animal in a parked vehicle if the outside air temperature is higher than 80 degrees Fahrenheit, unless the vehicle is running and the air-conditioner is working properly. Animal Services ~~Welfare~~ Officers or other law enforcement officers shall not be liable for damage caused or resulting to any vehicle when they have reason to believe that an animal confined to that vehicle must be removed for their safety and well-being.

F. Any person who violates any provision of this Section is guilty of Animal Mistreatment and shall, upon conviction, be fined as provided in Section 6.12.01.

G. An Animal Services ~~Control~~ Officer who has probable cause to believe that an animal is or has been subject to Animal Mistreatment as described in this Section may immediately remove and impound the animal. Following seizure, the custody, care, petition for return, bond requirements, and disposition of the animal shall be governed by **Arkansas Code § 5-62-106**, as it may be amended.

The owner, keeper, or harborer shall be provided notice of the seizure in a manner consistent with applicable law.

~~When an animal is impounded under this section, it shall not be released to its owner, keeper or harborer unless and until:~~

~~1. The attorney having authority and jurisdiction to prosecute elects not to charge the owner, keeper or harborer with any crime related to the acts or events which led to the animal's impoundment under this Section, and the animal is reclaimed as provided in Section 6.04.07; or~~

~~2. The owner, keeper or harborer of the animal is found not guilty of all offenses for which he or she is charged related to the acts or events which led to the animal's impoundment under this Section, and the animal is reclaimed as provided in Section 6.04.07.~~

H. In addition to any disposition authorized under Arkansas Code § 5-62-106,~~W~~when any person pleads guilty or nolo contendere to, or is found guilty of, Animal Mistreatment, any impounded animals formerly owned, kept or harbored by that person shall become the property of Conway Animal Services ~~the Conway Animal Welfare Unit~~ and shall be made available to the public for adoption unless, in the judgment of the ~~Director~~ Manager of Conway Animal Services ~~the Conway Animal Welfare Unit~~, abuse or neglect has rendered the animal(s) unfit for adoption. Such adoptions shall be subject to those provisions of Section 6.04.06(F) and (G) which establish the requirements, procedures and fees for adoption of unclaimed at-large animals.

I. When any owner, keeper, or harborer of an animal pleads guilty, or nolo contendere to, or is found guilty of, Animal Mistreatment, he or she shall be ordered to pay restitution for all costs incurred by Conway Animal Services ~~the Animal Welfare Unit~~ related to the impounding and care of the animal not otherwise covered by bond or court-ordered payments under Arkansas Code § 5-62-106.

6.04.15 Transfer of Ownership The City of Conway establishes the following requirements to ensure that ownership and responsibility for animals are clearly transferred and documented.

A. **Unlawful Relinquishment:** No person shall relinquish possession of an animal by leaving the animal at any location, with the intent of transferring ownership, unless a lawful transfer of ownership has been completed in accordance with this section.

B. **Prohibited Method of Transfer:** Leaving an animal at an animal shelter, veterinary clinic, pet store, dog park, or any other public or private property shall not constitute a lawful transfer of ownership unless the requirements of subsection (C) are satisfied.

C. **Lawful Transfer of Ownership:** A lawful transfer of ownership shall occur only when:
   1. The current owner and the receiving party mutually agree to the transfer; and
   2. A written agreement is executed acknowledging the transfer of ownership and acceptance of responsibility for the animal by the receiving party; or
   3. The animal is relinquished to an animal shelter or animal services agency in accordance with that entity's established intake procedures, including completion of all required documentation.

D. Continuing Responsibility: The original owner shall remain legally responsible for the animal unless and until a lawful transfer of ownership has been completed in accordance with this section.

E. Violation: A person who fails to comply with this section shall be in violation of the Conway Municipal Code and subject to a fine of not less than $500 and not more than $1,000.

6.04.16 ~~15~~ Transportation No person shall transport or carry any animal by motorized means unless the animal is safely enclosed within the vehicle or trailer, or enclosed in a portable kennel, crate, or dog box designed for this purpose, which is then fastened by a secure and appropriate means to the bed or the chassis of the vehicle. Dogs may be transported in open beds of pick-up trucks provided they are secured

therein by means of a humane cross-tether and/or harness which prevents the dog from leaving, falling or being thrown from the truck bed. In all cases where animals are transported by motorized vehicles, it must be in a safe and humane manner that will prevent the animal from falling from, being thrown from, or jumping from the motorized vehicle or trailer being pulled by such.

6.04.17 ~~16~~ Animal bites

A. When any animal has bitten, scratched or otherwise attacked a person or another domestic animal, any person having knowledge of such incident shall immediately notify Conway Animal Services ~~the Conway Animal Welfare Unit~~.

B. Animal Services ~~Welfare~~ Officers have authority to impound any animal which has bitten, scratched or otherwise attacked a person or another domestic animal. Upon impoundment, such animals may remain in the custody of Animal Services ~~Welfare~~ until all applicable provisions of Title 6 of the Conway Municipal Code and state law are met.

6.04.18 ~~17~~ Quarantine after bite

A. Any animal which has bitten a person is a rabies suspect. The owner, keeper or harborer of such an animal shall immediately release it for quarantine confinement. If the animal has not received a current vaccination against rabies, or it is unknown if the animal has received a vaccine against rabies, the animal must be quarantined by a local veterinary hospital approved by the City; or if the Manager of Conway Animal Services or his or her designee determines that space is available, such quarantine may also be carried out at Conway Animal Services. ~~The owner, keeper or harborer of such animal shall immediately release it for quarantine confinement in a veterinary hospital approved by the City. If the Director of the Animal Welfare Unit or his designee determines that space is available, such quarantine may also be carried out at the Animal Welfare Unit~~. All quarantines shall be for a period of ten (10) days.

B. If the animal has received a current vaccination against rabies and the owner provides proof of the current vaccine, the owner MAY be allowed to confine and observe the animal at the owner's residence for a period of ten (10) days.

C.~~B.~~ Upon the request of any person who has been bitten by an unvaccinated dog or other unvaccinated animal within the corporate limits of the city (or by a parent or legal guardian of a person bitten who is under a disability), the Animal Services ~~Welfare~~ Officer shall take such dog or animal, or a plurality of same if they are reasonably suspected of the biting, into custody and confine and quarantine same under the provisions of 6.04.17(A) or under the supervision of a licensed veterinarian, who shall keep such dog or animal in quarantine until he shall issue his certificate that:

1. The veterinarian has complied with the observation provisions of Section 3 of Act 11, First Extraordinary Session of the 1968 Arkansas General Assembly (Rabies Control Act) and that the dog or other animal appears to be free of infection of rabies (hydrophobia).

D.~~C.~~ When the licensed veterinarian supervising the quarantine of any dog or other animal quarantined under subsection (A) and (B) issues the certificate provided for in subsection (B)(1), the owner of such dog or animal may retake custody of it upon tender to such veterinarian or the city Animal Services ~~Welfare~~ Officer of their customary and reasonable fees and charges for impounding, boarding, lodging, observation and testing; except a person who is bitten by an animal while baiting, teasing, or molesting said animal or while trespassing on the premises of the owner or keeper of said animal shall pay all customary and reasonable charges and fees resulting from his request to have said animal confined and quarantined.

E ~~D.~~ The fee for quarantining an animal at Conway Animal Services ~~the Conway Animal Welfare Unit~~ shall be ~~three~~ four hundred dollars ($400.00) ~~($300),~~ and may ~~must~~ be paid in full at the beginning of the quarantine period. In addition to the quarantine fee, the owner, keeper or harborer of any animal quarantined at Conway Animal Services ~~the Conway Animal Welfare Unit~~ shall, before reclaiming the animal schedule an appointment with a local veterinarian, within a 15 miles from Conway Animal Services, for a rabies vaccine to be administered. Upon verification of rabies vaccination, a City license tag shall be issued at no additional cost., ~~pay the following fees:~~

1. ~~A fee of Twenty Dollars ($20.00) if the quarantined animal is required by Section 6.04.12 to wear a City license tag and was not wearing such a tag at the time its quarantine began; and~~

2. ~~A fee of Twenty Dollars ($20.00) if the impounded animal is required by Section 6.04.13 to wear a rabies vaccination tag and was not wearing such a tag at the time its quarantine began.~~

F ~~E~~. If any animal quarantined under this section is not reclaimed by its owner within five (5) business days of the end of the quarantine period, the animal shall be released by any veterinarian supervising its quarantine to an Animal Services ~~Welfare~~ Officer, who shall treat such animal as one found running at-large in accordance with the provisions of Section 6.04.06.

G ~~F.~~ Any dog or other animal having rabies or symptoms thereof, or suspected of having rabies, or which has been exposed to rabies shall be immediately released by the owner or custodian of such dog or animal to an Animal Services ~~Welfare~~ Officer, who shall confine such dog or animal in quarantine, as provided for above.

6.04.19 ~~18~~ Duty to prevent attacks or harm upon, or aggressive behavior toward, persons Any person who owns, keeps, harbors, or possesses any animal(s) within the corporate limits of the City of Conway shall at all times prevent such animal(s) from attacking any person, causing harm of any kind to any person, and from exhibiting any aggressive behavior towards any person. It shall be an affirmative defense to this offense that the animal was provoked or teased by the alleged victim. In the event any person is convicted of violating this Section, the convicting court may, in its discretion, order that the animal(s) in question be humanely destroyed.

6.04.20 ~~19~~ Dangerous dogs

A. Generally No person shall own, possess, or keep any dangerous dog within the corporate limits of the City, except in compliance with the provisions of this Section.

B. Grounds for dangerous dog designation. A dog is considered a dangerous dog for purposes of this section if:

1. Without provocation, it attacks, bites, or causes physical injury to a person engaged in a lawful activity; or

2. While off the property of its owner and without provocation, it causes serious physical injury to another domestic animal; or

3. Without provocation and while not on a leash and under the control of its owner or custodian, it chases, confronts, or approaches a person on a street, sidewalk, or other public property in a menacing fashion such as would put a reasonable person in fear of attack; or

4. Acts in a manner which the owner knows, or reasonably should know, is an indication that the dog is dangerous and is not merely being protective in a particular set of circumstances; or

5. Has been declared dangerous, or has been given some other designation, by another governmental body under circumstances that would meet the grounds for dangerous dog designation under the provisions of this Section.

C. Dangerous dog designation.

1. Designation. If the ~~Director~~ Manager of Conway Animal Services ~~the Animal Welfare Unit,~~ or any Animal Services ~~Welfare~~ Officer has cause to believe that a dog is a dangerous dog, the ~~Director~~ Manager, or their designee may find and declare such dog a dangerous dog and may seize and impound the dog. At the time of any such seizure, the officer shall leave written notice of the seizure at the owner, keeper or harborer's last known residence, which notice shall provide instructions for reclaiming the dog.

2. Notice of designation Upon designating a dog as a dangerous dog, Conway Animal Services ~~the Animal Welfare Unit~~ shall give notice of the declaration and the reasons for it in writing to the person who owns, keeps, or harbors the dog. Such notice shall be effective upon being mailed to the owner, keeper or harborer's last known address via certified mail, return receipt requested.

3. Opportunity to contest designation The notice of dangerous dog designation shall also inform the dog's owner, keeper or harborer that a hearing to contest the designation shall be held before the Director of Public Works ~~Chief of Police of the Conway Police Department~~, or their appointed designee, if a written request for a hearing is received by the ~~Director~~ Manager of Conway Animal Services ~~the Animal Welfare Unit~~ within seven (7) working days of the mailing of the notice of dangerous dog designation, or before title to the animal is transferred to Conway Animal Services ~~the Animal Welfare Unit~~ pursuant to this Section, whichever occurs first.

4. Status pending hearing Once notice of a dangerous dog designation has been given, the dog so designated shall be considered a dangerous dog for purposes of this Section unless and until such time as that designation is overruled by the Director of Public Works ~~Chief of Police of the Conway Police Department~~ or their appointed designee.

5. Hearing. Hearings required pursuant to this Section shall be held no more than seven (7) working days from the date of receipt of the request. The Director of Public Works ~~Chief of Police of the Conway Police Department~~, or their appointed designee, shall act as the appeal hearing officer and shall make their ruling on the basis of a preponderance of the evidence presented at the hearing. The hearing shall be an informal proceeding, and each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the party. Either party may call the owner/custodian as a witness. The decision of the hearing officer regarding a dangerous dog designation shall be final.

6. Compliance If the person owning, keeping, possessing or otherwise maintaining a dog designated a dangerous dog fails to request a hearing within the time allowed, or if the Director of Public Works ~~Chief of Police of the Conway Police~~

~~Department~~, or their designee, determines that the dangerous dog designation shall stand, the owner or custodian shall comply with all requirements of this section for the keeping of dangerous dogs within the City limits.

D. Requirements generally Every person who owns, keeps or harbors a dangerous dog within the corporate limits of the City shall at all times comply with the following requirements:

1. A dangerous dog shall be microchipped, to include its owner or keeper's name and contact information, within fourteen (14) days of being designated a dangerous dog by Conway Animal Services ~~the Animal Welfare Unit~~.

2. A dangerous dog shall not be permitted to go outside its kennel or pen unless such dog is securely maintained with a leash no longer than four feet in length.

3. A dangerous dog shall not be kept on a chain, rope or other type of leash outside its kennel or pen, unless a person is in direct physical control of the leash.

4. Any person in control of a dangerous dog must be of sufficient size and strength to adequately maintain control of the dog at all times.

5. Dangerous dogs may not be leashed to inanimate objects such as trees, posts, buildings, etc.

6. Any dangerous dog on a leash outside its kennel must be muzzled by a device sufficient to prevent the dog from biting people or other animals.

7. A dangerous dog shall be kept in compliance with all other applicable provisions of this ordinance, Title 6 of the Conway Municipal Code

E. Confinement All dangerous dogs shall be securely confined indoors or in a securely enclosed kennel, except when leashed and muzzled as provided above. The pen, kennel or structure must have secure sides and a secure top, which is attached to the sides. All structures used must be locked with a key or combination lock when the animals are within the structures. The pen or kennel must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground at a depth of no less than two feet. All structures used to house dangerous dogs must also comply with all zoning and building regulations of the city. Kennels must be adequately lighted and ventilated and be kept in a clean and sanitary condition.

F. Indoor confinement No dangerous dog may be kept on a porch, patio or in any part of a house or building that would allow the dog to exit of its own volition, or in a building in which the windows are open, or in which window screens or screen doors are the only obstacles preventing the dog from exiting the structure, unless the dog may only exit directly into a kennel as described in Section B above.

G. Signs Within fourteen (14) days of their dog designated a dangerous dog, any owner, keeper or harborer of a dangerous dog shall display, in a prominent place on their premises, a sign easily readable by the public bearing the words "Beware of dog." In addition, a similar sign shall be posted on the dangerous dog's kennel or pen.

H. Insurance Within fourteen (14) days of their dog being designated a dangerous dog, all owners, keepers or harborers of dangerous dogs shall provide proof to Conway Animal Services ~~the Animal Welfare Unit,~~ of public liability insurance in a single incident amount of Fifty Thousand Dollars ($50,000.00) for A) bodily injury or death of any person or persons, and B) damage to property owned by any persons, which may result from the keeping or maintenance of the dangerous dog. The insurance policy shall provide that no

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cancellation shall be made without ten (10) days written notice being provided to Conway Animal Services ~~the Animal Welfare Unit~~. Proof of the continuation of the above described insurance coverage shall be provided to Conway Animal Services ~~the Animal Welfare Unit,~~ once every six (6) months by the owner, keeper, or harborer of a dangerous dog.

I. Inspection All owners, keepers or harborers of dangerous dogs shall:

2. Consent, upon request, to an inspection of their premises by officers or ~~members~~ of Conway Animal Services ~~the Animal Welfare Unit~~, to include any and all areas in which the dangerous dog is or may be confined, to determine compliance with this section; or

3. Immediately remove the dangerous dog from the corporate limits of the City of Conway and prevent its return, unless and until any owner, keeper or harborer of the dangerous dog consents to the requested inspection.

J. Notification of death or relocation All owners, keepers or harborers of dangerous dogs must, within ten (10) days, notify in writing Conway Animal Services ~~the Animal Welfare Unit,~~ of any of the following:

1. The death of the dog.

2. The removal of the dog from the city.

3. The new address of the owner if the owner moves within the corporate city limits of Conway.

K. Sale or transfer of ownership Any person may sell, barter or in any other way dispose of a dangerous dog by transferring it to another person within the corporate limits of the City of Conway, provided that the seller or transferor shall notify Conway Animal Services ~~the Animal Welfare Unit~~ of the sale or transfer no less than three (3) days prior to the date thereof, and provided that the buyer or transferee complies at all times with the requirements of this section after receiving the dangerous dog.

L. Failure to comply; impoundment Failure of the owner, keeper or harborer of any dangerous dog to comply with any provision of this Section shall result in the immediate seizure and impoundment of the dangerous dog by ~~the~~ Conway Animal Services ~~Welfare Unit~~ and the revocation of the dog's city license, necessitating the dog's immediate removal from the City. The Animal Services ~~Welfare~~ Officer shall, at the time of such seizure, leave written notice of that seizure at the owner, keeper or harborer's last known residence, which notice shall provide instructions for reclaiming the dog.

M. Reclaiming dangerous dogs No dangerous dog in the custody or control of Conway Animal Services ~~the Animal Welfare Unit~~ shall be returned to its owner, keeper or harborer unless and until:

1. The owner, keeper or harborer of the dangerous dog establishes to the satisfaction of the Manager ~~director~~ of Conway Animal Services ~~the Animal Welfare Unit~~, or that person's designee, that the dog will be kept and handled as required by this Section; and

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2. The owner, keeper or harborer of the dangerous dog has complied with the requirements of Section 6.04.07 for reclaiming impounded animals; and

3. The dangerous dog has been microchipped by a licensed veterinarian of the owner's choosing located within the corporate limits of the City of Conway.

N. Removal from the City. When any person pleads guilty or nolo contendere to or is found guilty of any violation of this Section, the Court shall, in addition to assessing fines pursuant to Section 6.12.01, order the dog in question to be immediately removed from the City. Should the defendant refuse to remove the dog from the City, the District Court Judge may find the defendant in contempt and order immediate confiscation of and impoundment of the dog.

O. Disposition of unclaimed dangerous dogs If the owner, keeper, or harborer of a dangerous dog impounded under this Section, or his or her representative as identified in writing, fails to reclaim the dog by compliance with the requirements of subsection (M) of this Section within five (5) business days of the date of its seizure, title to that dog is automatically transferred to Conway Animal Services ~~the Conway Animal Welfare Unit~~, which may, at the discretion of the ~~Director~~ Manager of Conway Animal Services ~~the Animal Welfare unit~~ or their designee, transfer title to another party, not including the former owner, keeper or harborer or their representative, or destroy the dog in a humane manner.

P. Separate violations Each day on which a violation of this Section continues shall be deemed a separate offense. In addition to the penalties set forth in Section 6.12.01, any person who violates the provisions of this Section shall pay all expenses incurred by Conway Animal Services ~~the Conway Animal Welfare Unit,~~ as a result of the violation, including shelter, food, handling, veterinary care, and testimony.

6.04.21 ~~20~~ Vicious dogs

A. Prohibited No person shall own, possess or keep any vicious dog within the corporate limits of the City.

B. Grounds for vicious dog designation A dog is considered a vicious dog for purposes of this Section if it:

1. Causes death or serious physical injury to a person engaged in a lawful activity; or
2. On two (2) or more occasions, without provocation, attacks, bites or causes physical injury to a person engaged in a lawful activity; or

3. On more than one (1) occasion, while off the property of its owner and without provocation, causes serious physical injury to another domestic animal; or

4. Without provocation, kills a domestic animal; or

5 Has been trained for dog fighting or is owned or kept for the purpose of dog fighting; or

6. Has been declared vicious, or has been given some other designation, by another governmental body under circumstances that would meet the grounds for vicious dog designation under the provisions of this Section.

C. Vicious dog designation.

1. Designation If the ~~Director~~ Manager of Conway Animal Services ~~the Animal Welfare Unit~~ or any Animal Services ~~Welfare~~ Officer has cause to believe that a dog is a vicious dog, the ~~Director~~ Manager or their designee may find and declare such dog a vicious dog and shall, when practicable, immediately seize and impound the dog. At the time of any such seizure, the officer shall leave written notice of the seizure at the owner, keeper or harborer's last known residence, which notice shall provide instructions for reclaiming the dog.

2. Notice of designation Upon designating a dog as a vicious dog, Conway Animal Services ~~the Animal Welfare Unit~~ shall give notice of the declaration and the reasons for it in writing to the person who owns, keeps, or harbors the dog. Such notice shall be effective upon being mailed to the owner, keeper or harborer's last known address via certified mail, return receipt requested.

3. Opportunity to contest designation The notice of vicious dog designation shall also inform the dog's owner, keeper or harborer that a hearing to contest the designation shall be held before the Director of Public Works ~~Chief of Police of the Conway Police Department~~, or their appointed designee, if a written request for a hearing is received by the ~~Director~~ Manager of Conway Animal Services ~~the Animal Welfare Unit~~ within seven (7) working days of the mailing of the notice of vicious dog designation, or before title to the animal is transferred to Conway Animal Services ~~the Animal Welfare Unit~~ pursuant to this Section, whichever occurs first.

4. Status pending hearing Once notice of a vicious dog designation has been given, the dog so designated shall be considered a vicious dog for purposes of this Section unless and until such time as that designation is overruled by the Director of Public Works ~~Chief of Police of the Conway Police Department~~ or their appointed designee.

5. Hearing Hearings required pursuant to this Section shall be held no more than seven (7) working days from the date of receipt of the request. The Director of Public Works ~~Chief of Police of the Conway Police Department~~, or their appointed designee, shall act as the appeal hearing officer and shall make their ruling on the basis of a preponderance of the evidence presented at the hearing. The hearing shall be an informal proceeding, and each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the party. Either party may call the owner/custodian as a witness. The decision of the hearing officer regarding a vicious dog designation shall be final.

6. Compliance If the person owning, keeping, possessing or otherwise maintaining a dog designated a vicious dog fails to request a hearing within the time allowed, or if the Director of Public Works ~~Chief of Police of the Conway Police Department~~, or their designee, determines that the vicious dog designation shall stand, the owner or custodian shall comply with all requirements of this section regarding vicious dogs.

D. Impoundment and removal by Conway Animal Services ~~the Animal Welfare Unit~~. Failure of the owner, keeper, or harborer of any vicious dog to comply with any provision of this Section shall result in the immediate seizure and impoundment of the vicious dog by Conway Animal Services ~~the Conway Animal Welfare Unit~~. The Animal Services ~~Welfare~~ Officer shall, at the time of such seizure, leave written notice of the seizure at the owner, keeper or harborer's last known residence, which notice shall provide instructions for reclaiming the dog.

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E. Reclaiming vicious dogs No vicious dog in the custody or control of Conway Animal Services ~~the Animal Welfare Unit~~ shall be returned to its owner, keeper, or harborer unless and until:

1. The owner, keeper or harborer of the vicious dog has complied with the requirements of Section 6.04.07 for reclaiming impounded animals; and

2. The vicious dog has been microchipped by a licensed veterinarian of the owner's choosing located within the corporate limits of the City of Conway; and

3. The owner, keeper or harborer of the vicious dog, or his or her representative as identified in writing, provides a location outside, but within 20 miles of, the corporate limits of the City of Conway to which the dog may be transported by Conway Animal Services ~~the Animal Welfare Unit,~~ for return to its owner, keeper or harborer or their representative.

F. Return to the city prohibited. After a vicious dog has been removed from the corporate limits of the city as required by this Section, no person shall return that dog to the City. The owner, keeper, or harborer of a vicious dog which has been removed from the city as required by this Section shall not fail to prevent the vicious dog from returning to the City.

G. Disposition of unclaimed vicious dogs If the owner, keeper, or harborer of a vicious dog impounded under this Section, or his or her representative as identified in writing, fails to reclaim the dog by compliance with the requirements of subsection (E) of this Section within five (5) business days of the date of its seizure, title to that dog is automatically transferred to Conway Animal Services ~~the Conway Animal Welfare Unit~~, which may, at the discretion of the ~~Director~~ Manager of Conway Animal Services ~~the Animal Welfare unit~~ or their designee, transfer title to another party outside the corporate limits of the city, not including the former owner, keeper or harborer or their representative, or destroy the dog in a humane manner.

H. Separate violations. Each day on which a violation of this Section continues shall be deemed a separate offense. In addition to the penalties set forth in Section 6.12.01, any person who violates the provisions of this Section shall pay all expenses incurred by Conway Animal Services ~~the Conway Animal Welfare Unit~~ as a result of the violation, including shelter, food, handling, veterinary care, and testimony.

6.04.22 ~~21~~ Killing rabid, vicious or dangerous animals

A. A police officer may kill, without notice to the owner, any dog, cat, or any other animal, domestic or wild, if such animal is reasonably suspected of being rabid, whether it bears the tag provided for or not.

B. A police officer may kill any animal, without notice to the owner, if it is reasonably suspected by the officer to be a vicious or dangerous animal and is putting persons or property in immediate and unreasonable danger.

6.04.23 ~~22~~ Diseased or injured animals

A. It shall be unlawful for any person to knowingly keep any injured animal without providing proper treatment for such injury, or any animal infected with a disease which may contaminate other animals and which may be a health hazard. A person acts "knowingly" when he is aware that such circumstances exist.

B. Any such untreated injured animal or any diseased animal shall be immediately treated or, when necessary, humanely destroyed, to prevent unwarranted suffering. The

disposition of such animals shall be at the discretion of the ~~Director~~ Manager of Conway Animal Services, ~~the Animal Welfare Unit~~ or a licensed veterinarian.

C. Conway Animal Services ~~Animal Welfare~~ will transport deceased animals for licensed veterinarians who participate in the sales of city animal license tags and collection of fees for same, and the city's spay/neuter program, as provided in 6.04.12(A), free of charge as requested. The animals will be disposed of in the same manner as any animals that are euthanized at Conway Animal Services. ~~the Animal Welfare Unit~~.

6.04.24 ~~23~~ Deposit of funds; assisted spay and neutering All fees paid to the city of Conway for penalties recovered, as well as the licensing of dogs or cats collected after this ordinance becomes effective, shall be set aside for an assisted spay and neuter program and other animal health needs.

6.04.25 ~~24~~ Prohibition of sale of animals from certain locations The sale, distribution, or giving away of animals from public property, or property with a commercial office or industrial zoning, is prohibited. Established animal business enterprises with permanent structures, livestock auction facilities, and the Conway Animal Welfare Unit are exempt from this prohibition.

6.04.26 Community Cats.

A. Community cats are exempt from licensing, tag, stray, nuisance, and at-large provisions of this Title.

B. Returning a cat pursuant to an authorized community cat program shall not be considered abandonment under the definitions of this Title.

C. Nothing in this section shall prohibit or limit the authority of Animal Service Officers or other authorized officials to impound a sick or injured cat for the purpose of veterinary treatment or humane euthanasia.

D. A community cat received by the shelter may be released prior to the expiration of any applicable holding period to an organization operating an authorized community cat program, to be returned to the location where the cat was trapped, if the shelter participates in or operates the community cat program.

CHAPTER 6.08
FOWL, LIVESTOCK, WILDLIFE, WILD ANIMALS AND REPTILES

Sections:

6.08.01 Deposit on streets
6.08.02 Running at-large – fowl
6.08.03 Running at-large – stock
6.08.04 Keeping of livestock prohibited
6.08.05 Hunting and trapping
6.08.06 Keeping of innately wild animals, non-human primates or venomous reptiles
6.08.07 Keeping of hogs

6.08.01 Deposit on streets Every dead cow, horse, or other animal found lying on any of the streets, alleys or any other place is declared to be a nuisance and whoever shall deposit the same in such place shall upon conviction thereof be fined not greater than Five Hundred Dollars ($500.00)

6.08.02 Running at-large – fowl It shall be unlawful for any chicken, guinea, duck, goose or other fowl to stray beyond the enclosure of its owner or owners, keeper of keepers, within the city limits of the city of Conway, Arkansas.

6.08.03 Running at-large – stock The running at-large or in the public streets, alleys, sidewalks, commons or unenclosed grounds or public or private property within the corporate limits of the city of Conway, of any cattle, horses, mules, asses, swine, sheep, goats or any other animals of like kind, is hereby made unlawful.

6.08.04 Keeping of livestock prohibited

A. It shall be unlawful for any person to keep, maintain, or permit to run at-large within the corporate limits of the city, any livestock, except as provided herein.

B. The keeping of livestock, including horses, cows, donkeys, mules, goats, sheep, roosters, or ratites (flightless birds such as ostriches, emus, etc.) is permitted only where they are maintained on an enclosed pasture with a minimum of three acres for each animal. Such enclosures shall be kept in a sanitary, healthful, and secure condition so as to prevent any nuisance to citizens. No person shall keep or maintain such animals on any property not zoned for agricultural use.

C. The keeping of horses is permitted only where a shelter or shelters are accessible to each horse on the property. Such shelters shall consist of a solid, impermeable roof and at least two contiguous, solid, impermeable walls, and shall be sufficient in size or number so as to allow each horse on the property to obtain shelter from the elements.

D. Adequate supplemental feed shall be supplied in such quantities as shall maintain the good health and proper condition of each head of livestock.

E. Water vessels appropriately constructed and located must be available so that each head of livestock will have twenty-four hour access to wholesome water.

F. For any other animals commonly referred to as farm animals including but not limited to chickens (hens only), guinea, goose and ducks, space allotment and food and water must be adequate enough for each animal to be maintained in a comfortable, healthy and stress-free manner. Pens shall be designed to prevent run off of feces to adjacent property owners and maintain in such a way to prevent undue odors.

6.08.05 Hunting and trapping

~~A.~~ It is unlawful for any person to hunt, chase, shoot, wound, kill, net, trap, snare or in any other manner whatsoever catch any wildlife within the city limits of Conway, except pursuant to the rules, regulations, and licensing requirements of the Arkansas Game and Fish Commission. However, should it be determined by Conway Animal Services ~~Welfare Unit~~ that a wild or domestic animal is causing a nuisance or creating verifiable property damage, humane live traps may be used to capture and trans-located or impound such animal.

~~B.~~ Hunting on property owned by the city of Conway is prohibited. Provided, the Mayor's office may, in cooperation with the Arkansas Game and Fish Commission, issue hunting permits for nuisance wildlife on property owned by the city of Conway.

~~C.~~ No person shall set any trap, to catch any animal, permit any trap owned by them or in their control to be set to catch any animal, or allow a trap to be set to catch an animal on their property unless approved by Conway Animal Services ~~the Animal Welfare Unit~~.

~~D.~~ Conway Animal Services shall not be responsible for the removal, transportation, relocation, or disposition of any animal captured in a privately owned or privately placed trap. The Trap Permit holder shall be responsible for promptly and humanely removing any captured animal from the trap, transporting the animal to a safe and lawful location, and ensuring that its release, relocation, or other disposition complies with all applicable laws and regulations.

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~~E. Any animal so trapped shall be immediately relinquished to the Animal Welfare Unit.~~

E. This section shall not apply to the indoor trapping of rats and mice.

F. Nothing in this paragraph shall apply to fur bearing season traps authorized by the Arkansas Game and Fish Commission pursuant to Game and Fish Commission Code of Regulations, Section 10.02 and 10.04.

6.08.06 Keeping of innately wild animals, non-human primates or venomous reptiles

A. As used in this section, the term "innately wild animals" shall mean lions, tigers, cougars, leopards, panthers, bears, wolves and other non-domestic animals or carnivore, notwithstanding that their natural wildness may be intermittently dormant, as such wildness is likely to be awakened at any time, suddenly and unexpectedly. The failure to specifically list any animal in this subsection will not preclude such animal from being deemed an innately wild and non-domestic animal.

B. Innately wild animals shall include all members of the order Carnivora which are all meat-eating animals, excluding domestic breeds of dogs and cats.

C. Keeping of prohibited animals in this section:

1. Carnivora shall include, but not be limited to, the following families, with representative of those families as indicated:
    a. Ursidae: Bears
    b. Canidae: Wolves, coyotes, foxes, or the hybrid offspring of such Canidae (including, but not limited to, domestic dog – Canidae crosses)
    c. Hyaenidae: Hyenas
    d. Filidae: Lions, tigers, leopards, American lions (commonly known as pumas, cougars, and panthers), cheetahs, bobcats, ocelots, jaguars, African panthers, lynx, margays
    e. Procyonidae: Raccoons and relatives
    f. Mustelidae: Weasels, skunks and relatives
    g. Viverridae: Binturongs, civets, and relatives

2. Non-human primates shall include, but not be limited to, the following families:
    a. Monkeys: Spider monkeys, squirrel monkeys, marmosets, baboons and relatives.
    b. Great apes: Gorillas, orangutans, gibbons, siamangs, chimpanzees and relatives.

3. Venomous reptiles shall include, but not be limited to, the following families:
    a. Colubridae: (two genera only), Dispholidus (boomslang) and Thelotornis (twin snakes).
    b. Elapidae: Cobras, kraits, coral snakes and relatives.
    c. Hydorphilidae: Sea snakes.
    d. Viperidae: Vipers, adders.
    e. Crotalidae: Pit vipers (commonly known as rattlesnakes, water moccasins, copperheads).
    f. Helodermatidae: Gila monsters.

D. The possession, maintenance or keeping of innately wild animals within the city is hereby prohibited.

E. There shall be a three (3) day grace period after notice for removal of the innately wild animal from the City before any penalty for violation of this section shall be imposed.

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6.08.07 Keeping of hogs It shall be unlawful for any person or persons to keep or confine any hog or swine within any lot, pen, building, or enclosure of any kind within the City of Conway; provided this ordinance shall not apply to the keeping or confining of hogs or swine for a period not longer than eight (8) days, within the City of Conway by any person or persons in pens or other enclosures owned or leased by and adjacent to the premises of any auction company or for the purpose of exhibit at the Faulkner County Fair when said hogs or swine are confined for the purpose of sale at auction.

CHAPTER 6.12
PENALTY

Sections:
6.12.01 Penalty

6.12.01 Penalty Any person, firm or corporation who violates any provision of this ordinance, Title 6 of the Conway Municipal Code, shall, upon conviction, be guilty of a misdemeanor and be punished by a fine of not less than Fifty Dollars ($50.00), nor more than One Thousand Dollars ($1,000.00), and if such violation be continued, each day's violation shall be a separate offense.

CHAPTER 6.16
SPAY/NEUTER PROGRAM

Sections:
6.16.01 Guidelines

6.16.01 Guidelines The City of Conway recognizes the necessity of creating guidelines to the ~~Spay/Neuter~~ Conway Animal Care Voucher program as follows:

A. In order to participate in the ~~Spay/Neuter Voucher~~ Community Animal Care Assistance Program, participating veterinarians must agree to offer City animal tags for sale to their client base, as mentioned in Section 6.04.12(A) of the Conway Municipal Code.

B. Any licensed veterinarian within Faulkner County may be eligible to participate in this program, provided full compliance and participation with (A) above.

C. Vouchers issued under this program shall provide financial assistance in the amount not to exceed one hundred dollars ($100.00) per approved case.
~~Vouchers shall be redeemed for the following amounts by participating licensed veterinarians:~~

~~1. Not to exceed $120 for dogs owned by residents of the City of Conway and kept within the corporate limits of the City.~~

~~2. Not to exceed $80 for cats owned by residents of the City of Conway and kept within the corporate limits of the City.~~

D. This voucher shall be applied toward necessary veterinary medical treatment for animals owned by residents within the corporate limits of the City of Conway.

All requests for assistance shall be evaluated on a case-by-base basis and must be reviewed and authorized by the Conway Animal Services Manager or their designee.

Any costs exceeding the voucher shall be the sole responsibility of the animal owner or caregiver.
~~This voucher shall be applied for the sterilization of the animal, and rabies vaccination only. Any other fees will be the sole responsibility of the adoptee.~~

Section 2. Ordinances O-16-102, O-04-57, O-05-130, O-05-138, O-06-76, O-09-82, O-10-91, O-11-32 and O-11-46, are hereby repealed in their entirety.

Section 3. All ordinances and/or provisions of the Conway Municipal Code in conflict herewith are hereby repealed to the extent of that conflict.

Section 4. This ordinance shall be effective February 1st, 2027.

Passed this_____day of _____, 2026.

Approved:

_____
Mayor Bart Castleberry

Attest:

_____
Denise Hurd
City Clerk/Treasurer

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MINUTES OF THE CITY COUNCIL, CITY OF CONWAY, ARKANSAS

DRAFT

Conway, Arkansas
Tuesday, 6:00 pm
November 10, 2026

On this date the City Council of the City of Conway, Arkansas met in regular session. The following members being a quorum were present and acting: Councilman Hawkins, Councilman Grimes, Councilwoman Mehl, Councilman Hawks, Councilman Jones and Councilwoman Isby. Also, present and acting: Mayor Bart Castleberry, City Clerk Denise Hurd, and City Attorney Charles Finkenbinder. Councilman Ledbetter was absent.

Call to Order: Mayor Bart Castleberry

Roll Call: Denise Hurd, City Clerk

Minutes: October 19th, October 27th, 2026
Councilwoman Isby made a motion to approve the minutes of the City Council meetings **on October 19th, October 27th, 2026**, as submitted. Councilwoman Mehl seconded the motion. The motion to approve carried 6-0.

Report of Standing Committees:

A. Community Development Committee (Airport, Community Development, Code Enforcement, Permits, Inspections, & Transportation, Planning & Development)

1. **Consideration to approve waiving all three readings for the ordinances on the November 10th, 2026 City Council agenda.**
   Councilman Hawkins presented Item A1 to the Council. Mr. Finkenbinder advised that appropriation ordinances were not subject to the three readings requirement. Councilman Grimes made a motion to approve the consideration and Councilwoman Isby seconded it. A vote was called and the motion carried 6-0.

2. **Ordinance accepting and appropriating grant funds related to the Community Forestry Plan.**
   O-26-73
   Councilman Hawkins presented Item A2 to the Council. Anne Tucker told the Council that $64,255 has been reimbursed to the City through the Community Forestry Plan program and asked that it be appropriated back to the Grant Fund. Councilman Grimes made a motion to adopt the Ordinance and Councilman Hawkins seconded the motion. The Clerk called the roll with the following voting "Aye": Councilman Hawkins, Councilwoman Mehl, Councilman Jones, Councilman Hawks, Councilwoman Isby, and Councilman Grimes. The Ordinance passed 6-0.

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

1. **Ordinance appropriating funds and approving the purchase for an optical sorter for the Department of Sanitation.**
   O-26-74
   Councilman Hawkins presented Item B1 to the Council. Mr. Joe Hopper told the Council that the new unit would replace the original that was installed in 2009. He added that the unit is used to sort plastics and is very important to their operations. He said there was a little over $372,000 in the Sanitation budget but needed $66,805.50 from their fund balance to make the purchase.

Councilwoman Mehl made a motion to adopt the Ordinance and Councilman Hawks seconded the motion. The Clerk called the roll with the following voting "Aye": Councilman Grimes, Councilman Jones, Councilwoman Mehl, Councilman Hawks, Councilwoman Isby and Councilman Hawkins. The Ordinance passed 6-0.

C. Public Safety Committee (Police, Fire, CEOC, District Court, & Information Technology)

1. **Resolution accepting inventory, equipment, furniture, and other property from Faulkner County for the Conway Emergency Operations Center.**

R-26-42

Mayor Castleberry presented Item C1 to the Council. Twila Butler from the CEOC addressed the Council and asked for approval to accept the inventory received from Faulkner County in 2024. Councilwoman Isby made a motion to adopt the Resolution and Councilwoman Mehl seconded the motion. A vote was called and the Resolution passed 6-0.

2. **Consideration to approve the removal of inventory (equipment) for the Conway Fire Department.**

Mayor Castleberry presented Item C2 to the Council. Chief Winter told the Council they had a robot for the Bomb Squad that was purchased in 2011 using a Homeland Security grant. He said it was out of service and would cost too much to fix. He said that the UCA Science & Engineering Department has requested it be donated to them for educational purposes. He asked for approval to remove from the CFD's inventory and donate it to UCA. Councilman Hawkins made a motion to approve, and Councilwoman Isby seconded it. A vote was called and the motion carried 6-0.

3. **Ordinance appropriating donated funds and insurance proceeds for the Conway Fire Department.**

O-26-75

Mayor Castleberry presented Item C3 to the Council. Chief Winter told the Council he had a check from insurance for damage done to Engine 3 for $7,612 and a donated check from Harps Food Stores for $704 and asked for appropriation of these funds to their respective accounts. Councilman Jones made a motion to adopt the Ordinance and Councilwoman Isby seconded it. The Clerk called the roll with the following voting "Aye": Councilman Hawks, Councilman Jones, Councilwoman Mehl, Councilman Hawkins, Councilman Grimes, and Councilwoman Isby. The Ordinance passed 6-0.

D. New Business

1. **Resolution approving the issuance of bonds (Series 2026 Bonds) for the Master Campus Plan for Conway Regional Medical Center.**

R-26-43

Mayor Castleberry presented Item D1 to the Council, reminding them that this matter falls on Conway Regional and not the City of Conway. Gordon Wilbourn addressed the Council stating that this matter was discussed during the public hearing at the last meeting. He said the Facilities Board met and approved the issuance of these bonds within certain parameters and the Ordinance that established the Facilities Board says that the City Council has to approve all those actions. Councilwoman Isby made a motion to adopt the Resolution and Councilwoman Mehl seconded it. A vote was called and the Resolution passed 6-0.

Adjournment----------

PASSED this 10th day of November, 2026

APPROVED:

_____

Mayor, Bart Castleberry

_____

City Clerk, Denise Hurd



City of Conway, Arkansas

Monthly Financial Reports

October 31, 2026

City of Conway

Monthly Financial Report - General Fund

For the month ended October 31, 2026

Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Property Tax	5,300,000	1,732,710	4,549,421		750,579	86%
Payments in Lieu of Tax	30,000	-	-		30,000	0%
State Tax Turnback	2,900,000	407,260	2,447,576		452,424	84%
Sales Tax	31,500,000	2,586,660	25,497,466		6,002,534	81%
Beverage Tax	650,000	-	442,033		207,967	68%
Franchise Fees	4,399,720	387,574	3,795,296		604,424	86%
Licenses and Permits	654,000	40,683	340,024		313,976	52%
Public Safety	4,505,343	286,458	3,304,901		1,200,442	73%
Community Center	2,428,427	47,404	1,261,920		1,166,507	52%
Parks & Recreation	1,086,900	88,242	1,163,826		(76,926)	107%
Interest Income	900,000	47,158	471,421		428,579	52%
Contributions and Donations	7,894	250	9,244		(1,350)	117%
Grant Revenue	122,739	-	432,233		(309,494)	352%
Lease Revenue	70,000	-	54,038		15,962	77%
Proceeds from Sale of Assets	1,809	5,518	11,455		(9,646)	633%
Transfers In	770,000	-	1,277,723		(507,723)	166%
Insurance Proceeds	30,602	2,697	104,694		(74,093)	342%
Miscellaneous Revenues	25,000	2,983	41,840		(16,840)	167%
Total Revenues	**55,382,434**	**5,635,598**	**45,205,110**		**10,177,324**	**82%**
Expenditures						
Admin (Mayor, HR)	1,883,234	90,473	1,567,521	3,542	312,171	83%
Finance	555,736	59,996	458,171	-	97,565	82%
City Clerk/Treasurer	185,190	13,750	141,894	-	43,296	77%
City Council	115,114	8,612	69,443	-	45,671	60%
Planning	851,451	52,839	743,497	9,215	98,738	87%
Physical Plant	1,039,979	83,621	810,167	6,973	222,839	78%
Information Technology	1,819,792	102,085	1,394,197	3,756	421,839	77%
Permits and Inspections	665,877	45,936	518,009	539	147,329	78%
Community Center	4,774,584	196,416	3,087,490	171,978	1,515,115	65%
Nondepartmental	1,634,006	102,894	1,580,688	4,865	48,452	97%
Police	19,090,963	1,316,185	14,748,384	131,283	4,211,296	77%
CEOC	4,377,686	191,197	3,603,223	19,390	755,073	82%
Animal Welfare	623,055	44,886	491,760	150	131,145	79%
Municipal District Court	1,057,114	106,411	868,898	725	187,491	82%
City Attorney	685,268	52,989	552,065	154	133,049	81%
Fire	18,252,044	1,089,505	12,711,519	87,614	5,452,911	70%
Parks	4,742,988	467,654	3,952,886	32,632	757,470	83%
Total Expenditures	**62,354,081**	**4,025,448**	**47,299,814**	**472,816**	**14,581,451**	**76%**
Net Revenue/(Expense)	**(6,971,647)**		**(2,094,704)**			

***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
2026
Fund Balance Appropriations

Ordinance	Date	Description	Amount
O-25-112	12/9/25	Potential operating deficit for Community Center	600,000
O-26-20	3/24/26	Ballistic plates for police bulletproof vests	88,372
O-26-21	3/24/26	New vehicle leasing program	40,000
O-26-24	4/14/26	Furniture for new additional District Court space	25,000
O-26-26	4/28/26	Payoff airport loan	600,000
O-26-32	5/12/26	Purchase fire truck (to be reimbursed by new sales tax)	2,443,947
O-26-43	6/23/26	Employee pay adjustments	375,000
O-26-55	9/8/26	HVAC replacement at District Court building	21,791
O-26-63	9/22/26	Final expenses on CEOC radio system upgrade	148,260
O-26-72	10/27/26	Police overtime for Shop Secure	70,000
			$ 4,412,370

City of Conway

Balance Sheet - General Fund

As of October 31, 2026

Cash - Operating	8,743,765
Cash - Reserve	2,014,158
Petty Cash	715
Taxes Receivable	5,631,898
Accounts Receivable	6,420,098
Lease Receivable	444,839
Due from Street	93,878
Due from Component Unit	264,744
Due from Municipal Court	44,803
Fuel Inventory	(4,474)
General Inventory	585
Assets	***23,655,011***
Insurance and Benefits Payable	(45,203)
Event Deposits	11,150
Held for Others - Crimestopper Reward	5,000
Held for Others - Performance Bonds	5,195
Deferred Revenue	5,370,316
Unearned Revenue	1,383,593
Liabilities	***6,730,051***
Fund Balance	***16,924,960***
Total Liabilities & Fund Balance	***23,655,011***

***All figures are unaudited**

City of Conway

Monthly Financial Report - Street Fund

For the month ended October 31, 2026

Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Ad Valorem Tax	1,800,000	635,647	1,673,097		126,903	93%
Payments in Lieu of Tax	10,000	-	-		10,000	0%
State Tax Turnback	5,000,000	415,989	4,088,283		911,717	82%
Severance Tax	100,000	6,858	96,178		3,822	96%
State Tax Turnback - Wholesale	420,000	37,046	341,244		78,756	81%
Sales Tax	420,000	36,244	357,265		62,735	85%
Sign Permits	-	-	540		(540)	-
Engineering Fees	10,000	-	3,100		6,900	31%
Fees for Street Cuts	225,000	2,100	46,317		178,683	21%
Insurance Proceeds	-	-	120		(120)	-
Interest Income	200,000	17,792	175,435		24,565	88%
Proceeds from Sale of Assets	-	-	31,472		(31,472)	-
Miscellaneous Revenues	-	-	42,406		(42,406)	-
Total Revenues	**8,185,000**	**1,151,676**	**6,855,456**	**-**	**1,329,544**	**84%**
Expenditures						
Personnel Costs	3,608,178	259,549	2,473,085	-	1,135,093	69%
Other Operating Costs	4,833,617	150,376	5,325,582	32,025	(523,990)	110%
Total Operating Costs	8,441,795	409,925	7,798,668	32,025	611,103	92%
Capital Outlay	868,309	-	400,765	-	467,544	46%
Total Expenditures	**9,310,105**	**409,925**	**8,199,433**	**32,025**	**1,078,647**	**88%**
Net Revenue/(Expense)	**(1,125,105)**		**(1,343,977)**			

***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
2026
Fund Balance Appropriations

Ordinance	Date	Description	Amount
O-26-03	1/13/26	Settlement of lawsuit with Tom Watson Construction	71,000
O-26-21	3/24/26	New vehicle leasing program	20,000
O-26-42	6/23/26	Employee pay adjustments	150,000
			$ 241,000

City of Conway

Balance Sheet - Street Fund

As of October 31, 2026

Cash - Operating	4,946,771
Taxes Receivable	78,913
Accounts Receivable	2,540,070
Assets	***7,565,754***
Insurance and Benefits Payable	1,455
Due to General Fund	93,878
Deferred Revenue	1,968,990
Liabilities	***2,064,323***
Fund Balance	***5,501,432***
Total Liabilities & Fund Balance	***7,565,754***

***All figures are unaudited**

City of Conway

Monthly Financial Report - Sanitation

For the month ended October 31, 2026

Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Sanitation Fee Rev-Residential	10,350,000	844,051	9,082,219		1,267,781	88%
Proceeds - Recycled Materials	450,000	33,795	414,669		35,331	92%
Landfill Fees - General	400,000	33,434	452,511		(52,511)	113%
Insurance Proceeds	-	-	19,507		(19,507)	-
Interest Income	950,000	76,379	716,097		233,903	75%
Proceeds from Sale of Assets	-	-	42,024		(42,024)	-
Miscellaneous Revenues	-	374	4,212		(4,212)	-
Total Revenues	**12,150,000**	**988,033**	**10,731,239**	**-**	**1,418,761**	**88%**
Expenditures						
Personnel Costs	6,709,725	480,660	5,158,946	-	1,550,779	77%
Other Operating Costs	3,633,000	271,997	3,739,361	253,854	(360,215)	103%
Total Operating Costs	10,342,725	752,657	8,898,307	253,854	1,190,564	86%
Capital Outlay	2,903,585	997,169	2,531,395	-	372,190	87%
Total Expenditures	**13,246,310**	**1,749,826**	**11,429,702**	**253,854**	**1,562,753**	**86%**
Net Revenue/(Expense)	**(1,096,310)**		**(698,463)**			

***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
Sanitation Fund
2026
Fund Balance Appropriations

Ordinance	Date	Description	Amount
O-26-18	3/24/26	Purchase two refuse trucks	498,585

City of Conway

Balance Sheet - Sanitation

As of October 31, 2026

Cash - Operating	13,004,672
Petty Cash	200
Post Closure Cash Account	7,586,409
Accounts Receivable	32,500
Due from Component Unit	1,068,483
General Inventory	2,122
Land & Buildings	2,080,291
Infrastructure	921,553
Machinery, Equipment & Vehicles	4,043,664
Construction in Progress	134,555
Deferred Outflows of Resources	18,969
Deferred Outflows of Resources-OPEB	210,886
Assets	***29,104,304***
Accounts Payable	5,343
Insurance and Benefits Payable	(21,107)
Compensated Absences	356,761
Net Pension Obligation	8,723,931
Deferred Inflows of Resources	3,642,292
Deferred Inflows of Resources-OPEB	241,122
Net OPEB Liability	961,549
Landfill Close/Post Close	9,309,171
Liabilities	***23,219,062***
Net Position	***5,885,242***
Total Liabilities and Net Position	***29,104,304***

***All figures are unaudited**

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

City of Conway

Monthly Financial Report - Airport

For the month ended October 31, 2026

Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Sales Tax	40,000	4,642	40,444		(444)	101%
Airport Fuel Sales	1,720,000	299,229	1,825,271		(105,271)	106%
T-Hangar Rent	270,000	10,065	171,454		98,546	64%
Community Hangar Rent	72,000	14,655	52,620		19,380	73%
Ground Leases	20,665	4,755	24,053		(3,388)	116%
Misc Revenue - Non air	10,000	9,070	21,646		(11,646)	216%
Write off T-hangar loan after payoff	-	-	600,000		-	-
Miscellaneous Revenues	22,000	3,612	25,958		(3,958)	118%
Total Revenues	**2,154,665**	**346,028**	**2,761,446**	**-**	**(606,781)**	**128%**
Expenditures						
Personnel Costs	464,930	32,707	398,935	-	65,995	86%
Fuel for Resale	1,450,000	218,815	1,472,030	-	(22,030)	102%
Other Operating Costs	191,250	16,944	165,347	5,343	20,560	86%
Total Operating Costs	2,106,180	268,467	2,036,312	5,343	64,525	97%
Total Expenditures	**2,106,180**	**268,467**	**2,036,312**	**5,343**	**64,525**	**97%**
Net Revenue/(Expense)	48,485		**725,134**			

***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
Airport Fund
2026
Fund Balance Appropriations

Ordinance	Date	Description	Amount
O-26-43	6/23/26	Employee pay adjustments	5,500

City of Conway

Balance Sheet - Airport

As of October 31, 2026

Cash - Operating	579,307
Taxes Receivable	7,381
Accounts Receivable - Fuel Vendor	33,030
Fuel Inventory	122,800
Land	1,254,473
Buildings	4,196,937
Machinery & Equipment	47,751
Infrastructure	19,150,222
Improvements	395,675
Construction in Progress	573,432
Deferred Outflows of Resources-OPEB	8,446
Assets	***26,369,453***
Accounts Payable	-
Compensated Absences	12,153
Deferred Inflows of Resources	38,509
Deferred Inflows of Resources-OPEB	9,657
Unearned Revenue	225,744
Liabilities	***286,063***
Net Position	***26,083,389***
Total Liabilities & Net Position	***26,369,453***

***All figures are unaudited**

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

City of Conway
Monthly Financial Report - Major Project Funds
As of October 31, 2026

Parks and Rec A&P Tax	
Balance, 9/30/26	2,894,154
Receipts	447,702
Payments	(598,448)
Balance, 10/31/26	$ 2,743,408

Street Impact Fees	
Balance, 9/30/26	1,354,852
Receipts	109,897
Payments	(40,250)
Balance, 10/31/26	$ 1,424,499

Pay as you go Sales Tax	
Balance, 9/30/26	14,413,102
Receipts	529,925
Payments	(351,827)
Balance, 10/31/26	$ 14,591,200

Parks Impact Fees	
Balance, 9/30/26	75,275
Receipts	11,235
Payments	-
Balance, 10/31/26	$ 86,510

2018 Street Sales Tax	
Balance, 9/30/26	19,146,415
Receipts	70,419
Payments	(26,830)
Balance, 10/31/26	$ 19,190,004

Public Safety Sales Tax	
Balance, 9/30/26	1,165,968
Receipts	480,793
Payments	(308,044)
Balance, 10/31/26	$ 1,338,717

Streets & Drainage Sales Tax	
Balance, 9/30/26	932,914
Receipts	241,813
Payments	-
Balance, 10/31/26	$ 1,174,727

City of Conway, Arkansas

Office of the Mayor

www.conwayarkansas.gov

Memo:

To: **Mayor Bart Castleberry**

CC: **City Council Members**

From: **Adrian Moore**

Date: **November 19th, 2026**

Re: **November 24th, 2026 City Council Agenda**

The following ordinances are included on the November 24th, 2026 City Council Agenda for consideration of waiving the three readings of each ordinance:

1. A-2 Ordinance amending and restating Ordinance No. O-25-41, authorizing the issuance of a water revenue improvement bond for the construction of the water system for Conway Corporation.

2. B-4 Ordinance to approve the rezoning of the property located at 141 Conway Boulevard for Central Baptist College.

3. C-1 Ordinance amending the FY2026 Budget.

4. C-2 Ordinance appropriating funds for Employee Appreciation Bonuses.

ORDINANCE NO. O-26-_____

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. O-25-41 OF THE CITY OF CONWAY, ARKANSAS, WHICH AUTHORIZED THE ISSUANCE AND SALE OF A NOT TO EXCEED $8,267,870 WATER REVENUE IMPROVEMENT BOND, SERIES 2025, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF CONSTRUCTING AND EQUIPPING CERTAIN WATER SYSTEM IMPROVEMENTS; EXTENDING THE DISBURSEMENT CUT-OFF DATE AND REVISING THE REPAYMENT SCHEDULE OF THE SERIES 2025 BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A REPLACEMENT BOND IN EXCHANGE FOR THE OUTSTANDING SERIES 2025 BOND; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL, INTEREST AND SERVICING FEE ON THE SERIES 2025 BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO BOND PURCHASE AGREEMENT; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Conway, Arkansas (the "City"), a city of the first class, presently owns a public water storage, treatment and distribution system (the "System") serving the residents of the City and its environs, which System is operated and maintained by Conway Corporation, a non-profit corporation organized and existing under the laws of the State of Arkansas (the "Corporation"), pursuant to an exclusive franchise granted to the Corporation by the City; and

WHEREAS, the City Council of the City, upon recommendations from the Board of Directors of the Corporation, previously determined that there is a need for a source of revenue to finance the costs of the construction and equipping of certain improvements to the System, including, specifically, the expansion of the Roger Q Mills Water Treatment Plant, together with related improvements (the "Project"); and

WHEREAS, plans and specifications for the Project have been created by the Corporation and copies of such plans and specifications are on file with the Corporation and are available for inspection by any interested person; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution and Arkansas Code Annotated Sections 14-164-401 *et seq.* and Sections 14-234-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), to issue and sell its water revenue bonds and to expend the proceeds thereof to finance the costs of planning, design, acquisition, construction, equipping, improving, maintaining, operating and repairing the System; and

WHEREAS, as authorized under the provisions of Amendment 65 and the Authorizing Legislation, and in order to secure funds necessary to pay or reimburse all or a portion of the costs of the Project, and the costs incident to the issuance of bonds to finance the costs of said Project, the City has previously issued and sold (i) its Water Revenue Improvement Bond, Series 2024A (the "Series 2024A Bond"), in principal amount not to exceed $31,713,371, and (ii) its Water Revenue Improvement Bond, Series 2024B (the "Series 2024B Bond"), in principal amount not to exceed $7,579,609; and

WHEREAS, as authorized under the provisions of Amendment 65 and the Authorizing Legislation, by Ordinance No. O-25-41 adopted May 13, 2025 (the "Original Ordinance"), the City authorized and sold its Water Revenue Improvement Bond, Series 2025 (the "Series 2025 Bond"), in principal amount not to exceed $8,267,870, to the Arkansas Development Finance Authority (the "Bondholder") at par pursuant to a Bond Purchase Agreement dated May 13, 2025 among the City, the Bondholder and the Arkansas Natural Resources Commission (the "Commission") (the "Bond Purchase Agreement"), such Series 2025 Bond bearing interest at 3.00% per annum and requiring payment to the Arkansas Development Finance Authority, as servicer (the "Servicer"), of a 1.00% per annum servicing fee (the "Servicing Fee"); and

WHEREAS, an open public hearing on the question of the issuance of the Series 2025 Bond and the financing of the Project was held before the Mayor and City Council on January 14, 2025, following publication of notice of such hearing in the *Log Cabin Democrat* on January 4, 2025; and

WHEREAS, on June 19, 2025, the City delivered the Series 2025 Bond to the Bondholder as Bond No. R25-1 (the "Original Bond"), and the Bondholder made an initial advance of $20,000.00 thereon; and

WHEREAS, the Original Ordinance and the Bond Purchase Agreement provide for a disbursement cut-off date of October 1, 2026 (the "Disbursement Cut-Off Date") and for principal payments to commence on November 1, 2026; and

WHEREAS, the Corporation and the Commission have determined that the Disbursement Cut-Off Date does not allow sufficient time to complete the Project and disburse the remaining proceeds, and the Commission and the Bondholder have agreed to extend the Disbursement Cut-Off Date to June 1, 2027 and to revise the repayment schedule so that principal payments commence on July 1, 2027, to be accomplished by exchanging the Original Bond for a replacement bond and by entering into a First Amendment to Bond Purchase Agreement (the "First Amendment"); and

WHEREAS, Section 18 of the Original Ordinance provides that no variation or change in the undertakings therein may be made while the Series 2025 Bond is outstanding unless consented to in writing by the Bondholder and the Commission, and the Bondholder and the Commission will evidence such consent by executing the First Amendment; and

WHEREAS, the Board of Directors of the Corporation recommended and approved this amendment and restatement by resolution adopted November 17, 2026; and

WHEREAS, the City Council has determined to amend and restate the Original Ordinance in its entirety;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Conway, Arkansas that the Original Ordinance is hereby amended and restated in its entirety to read as follows:

Section 1. The Project shall be accomplished and shall be a part of the System. The accomplishment of the Project shall be under the control and supervision of, and all details in connection therewith shall be handled by, the City, and the City shall make all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers. The City shall let all contracts pursuant to and in accordance with existing laws and shall require such performance bonds and insurance from the contractors as, in the judgment of the City, will fully insure completion of the Project in accordance with the plans and specifications therefor. The City, through its duly authorized officers, is hereby authorized to take, or cause to be taken, all action necessary to accomplish the Project and to execute all required contracts in connection thereto.

So long as the Corporation operates and maintains the System under the franchise granted by the City, performance by the Corporation of any duty or obligation of the City hereunder shall be deemed performance by the City. Throughout this Ordinance, references to the City shall, if appropriate, be deemed to specifically include the Corporation.

Section 2. The sale to the Bondholder of up to $8,267,870 in principal amount of the Series 2025 Bond at a price of par, bearing interest at the rate of 3.00% per annum and subject to a Servicing Fee of 1.00% per annum, as heretofore approved by the Original Ordinance, is hereby ratified and confirmed. The Bond Purchase Agreement as executed is hereby ratified and confirmed. The First Amendment, among the City, the Commission and the Bondholder and approved by the Corporation, extending the Disbursement Cut-Off Date to June 1, 2027 and replacing the payment dates and Exhibit A amortization schedule of the Bond Purchase Agreement to conform to this Ordinance, is hereby approved in substantially the form submitted to this meeting with such changes as may be approved by the Mayor, his execution to constitute complete evidence of such approval. The Mayor is hereby authorized and directed to execute and deliver the First Amendment on behalf of the City. From and after the execution and delivery of the First Amendment, references in this Ordinance to the Bond Purchase Agreement shall mean the Bond Purchase Agreement as amended by the First Amendment.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System after completion of the Project will be more than twenty-five (25) years, which is longer than the term of the Series 2025 Bond.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of the State of Arkansas and the Authorizing Legislation, the Series 2025 Bond, in the total principal amount of not to exceed Eight Million Two Hundred Sixty-Seven Thousand Eight Hundred Seventy Dollars ($8,267,870), has been heretofore authorized and issued and such authorization is hereby confirmed. The proceeds of the sale thereof are necessary to provide sufficient funds to pay or reimburse a portion of the

costs of accomplishing the Project, including, without limitation, legal fees and other necessary expenses incidental to accomplishment of the Project and to the issuance of the Series 2025 Bond.

The Series 2025 Bond shall bear interest at the rate of three percent (3.00%) per annum and shall be subject to a Servicing Fee of one percent (1.00%) per annum based upon a 360-day year of twelve consecutive 30-day months. The Original Bond is dated June 19, 2025, the date of its delivery to the Bondholder, and the Replacement Bond (as hereinafter defined) shall be dated the date of its delivery to the Bondholder. Interest and the Servicing Fee only shall be payable monthly commencing on the 1st day of the month following the issuance of the Original Bond and continuing on the 1st day of each month thereafter through and including June 1, 2027. Principal, interest and the Servicing Fee shall be payable on July 1, 2027 and on the 1st day of each month thereafter until the unpaid principal is paid in full as follows:

Date	Payment Amount	Interest	Servicing Fee	Principal
July 1, 2027	$ 50,101.67	$ 20,669.67	$ 6,889.89	$ 22,542.11
August 1, 2027	50,101.67	20,613.32	6,871.11	22,617.24
September 1, 2027	50,101.67	20,556.78	6,852.26	22,692.63
October 1, 2027	50,101.67	20,500.05	6,833.35	22,768.27
November 1, 2027	50,101.67	20,443.12	6,814.37	22,844.18
December 1, 2027	50,101.67	20,386.01	6,795.34	22,920.32
January 1, 2028	50,101.67	20,328.71	6,776.24	22,996.72
February 1, 2028	50,101.67	20,271.22	6,757.07	23,073.38
March 1, 2028	50,101.67	20,213.54	6,737.85	23,150.28
April 1, 2028	50,101.67	20,155.66	6,718.55	23,227.46
May 1, 2028	50,101.67	20,097.59	6,699.20	23,304.88
June 1, 2028	50,101.67	20,039.33	6,679.78	23,382.56
July 1, 2028	50,101.67	19,980.87	6,660.29	23,460.51
August 1, 2028	50,101.67	19,922.22	6,640.74	23,538.71
September 1, 2028	50,101.67	19,863.38	6,621.13	23,617.16
October 1, 2028	50,101.67	19,804.33	6,601.44	23,695.90
November 1, 2028	50,101.67	19,745.09	6,581.70	23,774.88
December 1, 2028	50,101.67	19,685.66	6,561.89	23,854.12
January 1, 2029	50,101.67	19,626.02	6,542.01	23,933.64
February 1, 2029	50,101.67	19,566.19	6,522.06	24,013.42
March 1, 2029	50,101.67	19,506.15	6,502.05	24,093.47

Date	Payment Amount	Interest	Servicing Fee	Principal
April 1, 2029	50,101.67	19,445.92	6,481.97	24,173.78
May 1, 2029	50,101.67	19,385.49	6,461.83	24,254.35
June 1, 2029	$ 50,101.67	$ 19,324.85	$ 6,441.62	$ 24,335.20
July 1, 2029	50,101.67	19,264.01	6,421.34	24,416.32
August 1, 2029	50,101.67	19,202.97	6,400.99	24,497.71
September 1, 2029	50,101.67	19,141.73	6,380.58	24,579.36
October 1, 2029	50,101.67	19,080.28	6,360.09	24,661.30
November 1, 2029	50,101.67	19,018.63	6,339.54	24,743.50
December 1, 2029	50,101.67	18,956.77	6,318.92	24,825.98
January 1, 2030	50,101.67	18,894.70	6,298.23	24,908.74
February 1, 2030	50,101.67	18,832.43	6,277.48	24,991.76
March 1, 2030	50,101.67	18,769.95	6,256.65	25,075.07
April 1, 2030	50,101.67	18,707.26	6,235.75	25,158.66
May 1, 2030	50,101.67	18,644.37	6,214.79	25,242.51
June 1, 2030	50,101.67	18,581.26	6,193.75	25,326.66
July 1, 2030	50,101.67	18,517.94	6,172.65	25,411.08
August 1, 2030	50,101.67	18,454.42	6,151.47	25,495.78
September 1, 2030	50,101.67	18,390.68	6,130.23	25,580.76
October 1, 2030	50,101.67	18,326.72	6,108.91	25,666.04
November 1, 2030	50,101.67	18,262.56	6,087.52	25,751.59
December 1, 2030	50,101.67	18,198.18	6,066.06	25,837.43
January 1, 2031	50,101.67	18,133.59	6,044.53	25,923.55
February 1, 2031	50,101.67	18,068.78	6,022.93	26,009.96
March 1, 2031	50,101.67	18,003.75	6,001.25	26,096.67
April 1, 2031	50,101.67	17,938.51	5,979.50	26,183.66
May 1, 2031	50,101.67	17,873.05	5,957.68	26,270.94
June 1, 2031	50,101.67	17,807.37	5,935.79	26,358.51
July 1, 2031	50,101.67	17,741.48	5,913.83	26,446.36
August 1, 2031	50,101.67	17,675.36	5,891.79	26,534.52

Date	Payment Amount	Interest	Servicing Fee	Principal
September 1, 2031	50,101.67	17,609.03	5,869.68	26,622.96
October 1, 2031	50,101.67	17,542.47	5,847.49	26,711.71
November 1, 2031	$ 50,101.67	$ 17,475.69	$ 5,825.23	$ 26,800.75
December 1, 2031	50,101.67	17,408.69	5,802.90	26,890.08
January 1, 2032	50,101.67	17,341.46	5,780.49	26,979.72
February 1, 2032	50,101.67	17,274.01	5,758.00	27,069.66
March 1, 2032	50,101.67	17,206.34	5,735.45	27,159.88
April 1, 2032	50,101.67	17,138.44	5,712.81	27,250.42
May 1, 2032	50,101.67	17,070.31	5,690.10	27,341.26
June 1, 2032	50,101.67	17,001.96	5,667.32	27,432.39
July 1, 2032	50,101.67	16,933.38	5,644.46	27,523.83
August 1, 2032	50,101.67	16,864.57	5,621.52	27,615.58
September 1, 2032	50,101.67	16,795.53	5,598.51	27,707.63
October 1, 2032	50,101.67	16,726.26	5,575.42	27,799.99
November 1, 2032	50,101.67	16,656.76	5,552.25	27,892.66
December 1, 2032	50,101.67	16,587.03	5,529.01	27,985.63
January 1, 2033	50,101.67	16,517.07	5,505.69	28,078.91
February 1, 2033	50,101.67	16,446.87	5,482.29	28,172.51
March 1, 2033	50,101.67	16,376.44	5,458.81	28,266.42
April 1, 2033	50,101.67	16,305.77	5,435.26	28,360.64
May 1, 2033	50,101.67	16,234.87	5,411.62	28,455.18
June 1, 2033	50,101.67	16,163.73	5,387.91	28,550.03
July 1, 2033	50,101.67	16,092.36	5,364.12	28,645.19
August 1, 2033	50,101.67	16,020.74	5,340.25	28,740.68
September 1, 2033	50,101.67	15,948.89	5,316.30	28,836.48
October 1, 2033	50,101.67	15,876.80	5,292.27	28,932.60
November 1, 2033	50,101.67	15,804.47	5,268.16	29,029.04
December 1, 2033	50,101.67	15,731.90	5,243.97	29,125.80
January 1, 2034	50,101.67	15,659.08	5,219.69	29,222.90

Date	Payment Amount	Interest	Servicing Fee	Principal
February 1, 2034	50,101.67	15,586.02	5,195.34	29,320.31
March 1, 2034	50,101.67	15,512.72	5,170.91	29,418.04
April 1, 2034	$ 50,101.67	$ 15,439.18	$ 5,146.39	$ 29,516.10
May 1, 2034	50,101.67	15,365.39	5,121.80	29,614.48
June 1, 2034	50,101.67	15,291.35	5,097.12	29,713.20
July 1, 2034	50,101.67	15,217.07	5,072.36	29,812.24
August 1, 2034	50,101.67	15,142.54	5,047.51	29,911.62
September 1, 2034	50,101.67	15,067.76	5,022.59	30,011.32
October 1, 2034	50,101.67	14,992.73	4,997.58	30,111.36
November 1, 2034	50,101.67	14,917.45	4,972.48	30,211.74
December 1, 2034	50,101.67	14,841.92	4,947.31	30,312.44
January 1, 2035	50,101.67	14,766.14	4,922.05	30,413.48
February 1, 2035	50,101.67	14,690.11	4,896.70	30,514.86
March 1, 2035	50,101.67	14,613.82	4,871.27	30,616.58
April 1, 2035	50,101.67	14,537.28	4,845.76	30,718.63
May 1, 2035	50,101.67	14,460.48	4,820.16	30,821.03
June 1, 2035	50,101.67	14,383.43	4,794.48	30,923.76
July 1, 2035	50,101.67	14,306.12	4,768.71	31,026.84
August 1, 2035	50,101.67	14,228.55	4,742.85	31,130.27
September 1, 2035	50,101.67	14,150.73	4,716.91	31,234.03
October 1, 2035	50,101.67	14,072.64	4,690.88	31,338.15
November 1, 2035	50,101.67	13,994.30	4,664.77	31,442.60
December 1, 2035	50,101.67	13,915.69	4,638.56	31,547.42
January 1, 2036	50,101.67	13,836.82	4,612.27	31,652.58
February 1, 2036	50,101.67	13,757.69	4,585.90	31,758.08
March 1, 2036	50,101.67	13,678.30	4,559.43	31,863.94
April 1, 2036	50,101.67	13,598.64	4,532.88	31,970.15
May 1, 2036	50,101.67	13,518.71	4,506.24	32,076.72
June 1, 2036	50,101.67	13,438.52	4,479.51	32,183.64

Date	Payment Amount	Interest	Servicing Fee	Principal
July 1, 2036	50,101.67	13,358.06	4,452.69	32,290.92
August 1, 2036	50,101.67	13,277.33	4,425.78	32,398.56
September 1, 2036	$ 50,101.67	$ 13,196.34	$ 4,398.78	$ 32,506.55
October 1, 2036	50,101.67	13,115.07	4,371.69	32,614.91
November 1, 2036	50,101.67	13,033.53	4,344.51	32,723.63
December 1, 2036	50,101.67	12,951.72	4,317.24	32,832.71
January 1, 2037	50,101.67	12,869.64	4,289.88	32,942.15
February 1, 2037	50,101.67	12,787.29	4,262.43	33,051.95
March 1, 2037	50,101.67	12,704.66	4,234.89	33,162.12
April 1, 2037	50,101.67	12,621.75	4,207.25	33,272.67
May 1, 2037	50,101.67	12,538.57	4,179.52	33,383.58
June 1, 2037	50,101.67	12,455.11	4,151.70	33,494.86
July 1, 2037	50,101.67	12,371.37	4,123.79	33,606.51
August 1, 2037	50,101.67	12,287.36	4,095.79	33,718.52
September 1, 2037	50,101.67	12,203.06	4,067.69	33,830.92
October 1, 2037	50,101.67	12,118.48	4,039.49	33,943.70
November 1, 2037	50,101.67	12,033.63	4,011.21	34,056.83
December 1, 2037	50,101.67	11,948.48	3,982.83	34,170.36
January 1, 2038	50,101.67	11,863.06	3,954.35	34,284.26
February 1, 2038	50,101.67	11,777.35	3,925.78	34,398.54
March 1, 2038	50,101.67	11,691.35	3,897.12	34,513.20
April 1, 2038	50,101.67	11,605.07	3,868.36	34,628.24
May 1, 2038	50,101.67	11,518.50	3,839.50	34,743.67
June 1, 2038	50,101.67	11,431.64	3,810.55	34,859.48
July 1, 2038	50,101.67	11,344.49	3,781.50	34,975.68
August 1, 2038	50,101.67	11,257.05	3,752.35	35,092.27
September 1, 2038	50,101.67	11,169.32	3,723.11	35,209.24
October 1, 2038	50,101.67	11,081.30	3,693.77	35,326.60
November 1, 2038	50,101.67	10,992.98	3,664.33	35,444.36

Date	Payment Amount	Interest	Servicing Fee	Principal
December 1, 2038	50,101.67	10,904.37	3,634.79	35,562.51
January 1, 2039	50,101.67	10,815.46	3,605.15	35,681.06
February 1, 2039	$ 50,101.67	$ 10,726.26	$ 3,575.42	$ 35,799.99
March 1, 2039	50,101.67	10,636.76	3,545.59	35,919.32
April 1, 2039	50,101.67	10,546.96	3,515.65	36,039.06
May 1, 2039	50,101.67	10,456.86	3,485.62	36,159.19
June 1, 2039	50,101.67	10,366.47	3,455.49	36,279.71
July 1, 2039	50,101.67	10,275.77	3,425.26	36,400.64
August 1, 2039	50,101.67	10,184.76	3,394.92	36,521.99
September 1, 2039	50,101.67	10,093.46	3,364.49	36,643.72
October 1, 2039	50,101.67	10,001.85	3,333.95	36,765.87
November 1, 2039	50,101.67	9,909.94	3,303.31	36,888.42
December 1, 2039	50,101.67	9,817.71	3,272.57	37,011.39
January 1, 2040	50,101.67	9,725.19	3,241.73	37,134.75
February 1, 2040	50,101.67	9,632.35	3,210.78	37,258.54
March 1, 2040	50,101.67	9,539.20	3,179.73	37,382.74
April 1, 2040	50,101.67	9,445.75	3,148.58	37,507.34
May 1, 2040	50,101.67	9,351.98	3,117.33	37,632.36
June 1, 2040	50,101.67	9,257.90	3,085.97	37,757.80
July 1, 2040	50,101.67	9,163.50	3,054.50	37,883.67
August 1, 2040	50,101.67	9,068.79	3,022.93	38,009.95
September 1, 2040	50,101.67	8,973.77	2,991.26	38,136.64
October 1, 2040	50,101.67	8,878.43	2,959.48	38,263.76
November 1, 2040	50,101.67	8,782.77	2,927.59	38,391.31
December 1, 2040	50,101.67	8,686.79	2,895.60	38,519.28
January 1, 2041	50,101.67	8,590.49	2,863.50	38,647.68
February 1, 2041	50,101.67	8,493.87	2,831.29	38,776.51
March 1, 2041	50,101.67	8,396.93	2,798.98	38,905.76
April 1, 2041	50,101.67	8,299.67	2,766.56	39,035.44

Date	Payment Amount	Interest	Servicing Fee	Principal
May 1, 2041	50,101.67	8,202.08	2,734.03	39,165.56
June 1, 2041	50,101.67	8,104.16	2,701.39	39,296.12
July 1, 2041	$ 50,101.67	$ 8,005.92	$ 2,668.64	$ 39,427.11
August 1, 2041	50,101.67	7,907.36	2,635.79	39,558.52
September 1, 2041	50,101.67	7,808.46	2,602.82	39,690.39
October 1, 2041	50,101.67	7,709.23	2,569.74	39,822.70
November 1, 2041	50,101.67	7,609.68	2,536.56	39,955.43
December 1, 2041	50,101.67	7,509.79	2,503.26	40,088.62
January 1, 2042	50,101.67	7,409.57	2,469.86	40,222.24
February 1, 2042	50,101.67	7,309.01	2,436.34	40,356.32
March 1, 2042	50,101.67	7,208.12	2,402.71	40,490.84
April 1, 2042	50,101.67	7,106.89	2,368.96	40,625.82
May 1, 2042	50,101.67	7,005.33	2,335.11	40,761.23
June 1, 2042	50,101.67	6,903.42	2,301.14	40,897.11
July 1, 2042	50,101.67	6,801.18	2,267.06	41,033.43
August 1, 2042	50,101.67	6,698.60	2,232.87	41,170.20
September 1, 2042	50,101.67	6,595.67	2,198.56	41,307.44
October 1, 2042	50,101.67	6,492.40	2,164.13	41,445.14
November 1, 2042	50,101.67	6,388.79	2,129.60	41,583.28
December 1, 2042	50,101.67	6,284.83	2,094.94	41,721.90
January 1, 2043	50,101.67	6,180.53	2,060.18	41,860.96
February 1, 2043	50,101.67	6,075.88	2,025.29	42,000.50
March 1, 2043	50,101.67	5,970.88	1,990.29	42,140.50
April 1, 2043	50,101.67	5,865.52	1,955.17	42,280.98
May 1, 2043	50,101.67	5,759.82	1,919.94	42,421.91
June 1, 2043	50,101.67	5,653.77	1,884.59	42,563.31
July 1, 2043	50,101.67	5,547.36	1,849.12	42,705.19
August 1, 2043	50,101.67	5,440.60	1,813.53	42,847.54
September 1, 2043	50,101.67	5,333.48	1,777.83	42,990.36

Date	Payment Amount	Interest	Servicing Fee	Principal
October 1, 2043	50,101.67	5,226.00	1,742.00	43,133.67
November 1, 2043	50,101.67	5,118.17	1,706.06	43,277.44
December 1, 2043	$ 50,101.67	$ 5,009.97	$ 1,669.99	$ 43,421.71
January 1, 2044	50,101.67	4,901.42	1,633.81	43,566.44
February 1, 2044	50,101.67	4,792.50	1,597.50	43,711.67
March 1, 2044	50,101.67	4,683.22	1,561.07	43,857.38
April 1, 2044	50,101.67	4,573.58	1,524.53	44,003.56
May 1, 2044	50,101.67	4,463.57	1,487.86	44,150.24
June 1, 2044	50,101.67	4,353.20	1,451.07	44,297.40
July 1, 2044	50,101.67	4,242.45	1,414.15	44,445.07
August 1, 2044	50,101.67	4,131.34	1,377.11	44,593.22
September 1, 2044	50,101.67	4,019.86	1,339.95	44,741.86
October 1, 2044	50,101.67	3,908.00	1,302.67	44,891.00
November 1, 2044	50,101.67	3,795.77	1,265.26	45,040.64
December 1, 2044	50,101.67	3,683.17	1,227.72	45,190.78
January 1, 2045	50,101.67	3,570.20	1,190.07	45,341.40
February 1, 2045	50,101.67	3,456.84	1,152.28	45,492.55
March 1, 2045	50,101.67	3,343.11	1,114.37	45,644.19
April 1, 2045	50,101.67	3,229.00	1,076.33	45,796.34
May 1, 2045	50,101.67	3,114.51	1,038.17	45,948.99
June 1, 2045	50,101.67	2,999.64	999.88	46,102.15
July 1, 2045	50,101.67	2,884.38	961.46	46,255.83
August 1, 2045	50,101.67	2,768.74	922.91	46,410.02
September 1, 2045	50,101.67	2,652.72	884.24	46,564.71
October 1, 2045	50,101.67	2,536.30	845.43	46,719.94
November 1, 2045	50,101.67	2,419.51	806.50	46,875.66
December 1, 2045	50,101.67	2,302.32	767.44	47,031.91
January 1, 2046	50,101.67	2,184.74	728.25	47,188.68
February 1, 2046	50,101.67	2,066.76	688.92	47,345.99

Date	Payment Amount	Interest	Servicing Fee	Principal
March 1, 2046	50,101.67	1,948.40	649.47	47,503.80
April 1, 2046	50,101.67	1,829.64	609.88	47,662.15
May 1, 2046	$ 50,101.67	$ 1,710.48	$ 570.16	$ 47,821.03
June 1, 2046	50,101.67	1,590.93	530.31	47,980.43
July 1, 2046	50,101.67	1,470.98	490.33	48,140.36
August 1, 2046	50,101.67	1,350.63	450.21	48,300.83
September 1, 2046	50,101.67	1,229.88	409.96	48,461.83
October 1, 2046	50,101.67	1,108.72	369.57	48,623.38
November 1, 2046	50,101.67	987.16	329.05	48,785.46
December 1, 2046	50,101.67	865.20	288.40	48,948.07
January 1, 2047	50,101.67	742.83	247.61	49,111.23
February 1, 2047	50,101.67	620.05	206.68	49,274.94
March 1, 2047	50,101.67	496.87	165.62	49,439.18
April 1, 2047	50,101.67	373.27	124.42	49,603.98
May 1, 2047	50,101.67	249.26	83.09	49,769.32
June 1, 2047	50,100.24	124.83	41.61	49,933.80
TOTALS:	$12,024,399.37	$2,817,396.96	$939,132.41	$8,267,870.00

The Series 2025 Bond was originally issued as a single typewritten bond numbered R25-1 and shall be replaced by a single typewritten bond registered as to principal and interest numbered R25-2.

Payments of principal, interest and the Servicing Fee shall be by check or draft mailed to the Bondholder at its address shown on the bond registration books of the City which shall be maintained by the Chief Financial Officer of the Corporation (the "Chief Financial Officer"), as Bond Registrar, without presentation or surrender of the bond (except upon final payment), and such payments shall discharge the obligation of the City to the extent thereof. The Chief Financial Officer or his or her designee shall keep a payment record and make proper notations thereon of all payments of principal, interest and the Servicing Fee.

Payments of principal, interest and the Servicing Fee shall be in any coin or currency of the United States of America which, as at the time of payment, shall be legal tender for the payment of debts due the United States of America. When the principal of and interest on the Series 2025 Bond has been fully paid, it shall be canceled and delivered to the Chief Financial Officer.

Section 5. The Series 2025 Bond shall be executed on behalf of the City by its Mayor and City Clerk and shall have impressed thereon the seal of the City. The principal of and interest on the Series 2025 Bond, and any Servicing Fee in connection therewith, are secured by a pledge of and are payable from revenues derived from the System (the "Revenues"). The pledge of Revenues in favor of the Series 2025 Bond is made on a parity basis with the pledge of Revenues securing the Series 2024A Bond and the Series 2024B Bond (collectively, the "Parity Bonds"). The pledge of Revenues made by the Original Ordinance is continued without interruption by this Ordinance. The City covenants and agrees that all Revenues will be accounted for separately as special funds on the books of the City, and said Revenues will be deposited and will be used solely as provided herein. The Series 2025 Bond is not a general obligation of the City but is a special obligation, the principal of and interest on which, and the Servicing Fee in connection therewith, are secured by a pledge of the Revenues. The Series 2025 Bond shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6. The Series 2025 Bond shall be in substantially the following form, and the Mayor and City Clerk are hereby authorized and directed to make all the recitals contained therein:

Registered **United States of America** **Registered**
No. R25-2 **$8,267,870**

State of Arkansas
County of Faulkner
City of Conway, Arkansas
Water Revenue Improvement Bond
Series 2025

Registered Owner: ARKANSAS DEVELOPMENT FINANCE AUTHORITY

Principal Amount: EIGHT MILLION TWO HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (or the total principal amount outstanding as reflected by the Record of Payment of Advances attached hereto)

Know All Men By These Presents:

That the City of Conway, Arkansas (the "City") hereby acknowledges itself to owe, and for value received promises to pay to the order of the Arkansas Development Finance Authority, or registered assigns, but solely from the special fund provided therefor as hereinafter set forth, in lawful money of the United States of America, the Principal Amount shown above (or so much of the Principal Amount as should have been advanced as shown on the Record of Payment of Advances attached hereto), with interest on the unpaid balance of the total Principal Amount at the rate of 3.00% per annum from the date of each advance. A servicing fee of 1.00% per annum (the "Servicing Fee") shall also be payable by the City to the Arkansas Development Finance Authority or its successor in the same manner and on the same dates as interest hereon.

Interest on the unpaid balance of the total Principal Amount and the Servicing Fee shall be payable monthly commencing on the 1st day of the month following the issuance of the Original Bond (hereinafter defined) and continuing on the 1st day of each month thereafter through and including June 1, 2027. Principal, interest and the Servicing Fee shall be payable on July 1, 2027 and on the 1st day of each month thereafter until the unpaid principal is paid in full as follows:

[Here will be inserted the appropriate amortization schedule
set forth in Section 4 of this Ordinance]

Payments of principal and interest installments due hereon shall be made, except for final payment, without presentation and surrender of this bond, directly to the Registered Owner at its address shown on the registration book of the City maintained by the Chief Financial Officer (the "Chief Financial Officer") of Conway Corporation, a non-profit corporation organized and existing under the laws of the State of Arkansas (the "Corporation"), which operates and maintains the water system of the City (the "System") pursuant to an exclusive franchise granted to the Corporation by the City, and such payments shall fully discharge the obligation of the City to the extent of the payments so made.

This bond is issued for the purpose of (i) providing financing for a portion of the costs of constructing and equipping betterments and improvements to the water system of the City (the

"System"), and (ii) paying costs of authorizing and issuing this bond, and is issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Amendment No. 65 to the Constitution of the State of Arkansas ("Amendment 65") and Arkansas Code Annotated Sections 14-164-401 *et seq.* and Sections 14-234-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), and pursuant to Ordinance No. O-25-41 of the City, duly adopted and approved on the 13th day of May, 2025, as amended and restated by Ordinance No. O-26-[___] of the City, duly adopted and approved on the [___] day of [_____], 2026 (collectively, the "Authorizing Ordinance"). Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City and the Registered Owner of this bond.

This bond is issued in exchange for and replacement of the City's Water Revenue Improvement Bond, Series 2025, numbered R25-1 (the "Original Bond"), and evidences the same indebtedness as the Original Bond. Advances made under the Original Bond are reflected on the Record of Payment of Advances attached hereto and shall be deemed advances hereunder from their respective dates.

This bond may be assigned with the written approval of the Arkansas Natural Resources Commission (the "Commission"), and in order to effect such assignment, the assignor shall promptly notify the Chief Financial Officer by registered mail, and the assignee shall surrender this bond along with a written assignment and written approval of the Commission to the Chief Financial Officer for transfer on the registration records. Every assignee shall take this bond subject to all payments and prepayments of principal (as reflected on the Payment Record maintained by the Chief Financial Officer) prior to such surrender for transfer.

This bond may be prepaid at the option of the City from funds from any source, in whole but not in part, at any time on and after October 15, 2035, at a prepayment price equal to the principal amount outstanding, plus the accrued interest and Servicing Fee to the prepayment date. Notice of any prepayment shall be given to the registered owner of this bond at least 90 days prior to the prepayment date. Such notice shall be in writing mailed to the address of the registered owner of this bond at the address appearing on the bond registration records maintained by the Chief Financial Officer.

This bond does not constitute an indebtedness of the City or the State of Arkansas within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment of the principal of and interest on this bond.

This bond is not a general obligation of the City, but is a special limited obligation the principal of and interest and Servicing Fee on which are payable solely from the revenues (the "Revenues") derived from the operation of the City's public water utility system (the "System"). In this regard, the pledge of Revenues in favor of this bond is on a parity with the pledge of Revenues in favor of (i) the City's Water Revenue Improvement Bond, Series 2024A (the "Series 2024A Bond"), and (ii) the City's Water Revenue Improvement Bond, Series 2024B (the "Series 2024B Bond"), so long as any of such obligations are outstanding. A sufficient amount of Revenues to pay the principal of this bond and the related interest and Servicing Fee thereon has been pledged and shall be duly set aside as a special fund for that purpose, identified as the "2025 ADFA Bond Fund" in the Authorizing Ordinance. The City has fixed and covenanted and agreed

to maintain rates for the use of the System which shall be sufficient at all times to at least provide for the payment of the reasonable expenses of operation and maintenance of the System, to provide for the payment of the principal of and interest on all outstanding obligations to which Revenues are pledged as the same become due, to establish and maintain any required debt service reserves and to provide a depreciation fund, all as set forth in the Authorizing Ordinance.

This bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond or for any claim based thereon or upon any obligation, covenant, or agreement contained in this bond or in the Authorizing Ordinance against any past, present or future council member, officer or employee of the City or the Corporation, or any council member, officer or employee of any successor of the City or the Corporation, as such, either directly or through the City or the Corporation or any successor of the City or the Corporation, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such council member, officer or employee as such is hereby expressly waived and released as a condition of and consideration for the issuance of this bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Arkansas to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond does not exceed or violate any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this bond, as provided in the Authorizing Ordinance.

IN WITNESS WHEREOF, the City of Conway, Arkansas has caused this bond to be executed in its name by the manual signatures of its Mayor and City Clerk, thereunto duly authorized, and its corporate seal to be affixed hereto, all as of the [___] day of [_____], 202[_].

CITY OF CONWAY, ARKANSAS

By: _____
Mayor Bart Castleberry

ATTEST:

_____
Denise Hurd
City Clerk/Treasurer

REGISTRATION CERTIFICATE

Date of Registration	Name of Registered Owner	Signature of Chief Financial Officer
[_____]	Arkansas Development Finance Authority	

RECORD OF PAYMENT OF ADVANCES

Date of Advance*	Amount of Advance	Total Principal Outstanding	Signature of President of Arkansas Development Finance Authority
06-19-2025	$20,000.00	$20,000.00	

*The date of each advance shall be the commencement date from which interest and the Servicing Fee is calculated.

Section 7. The Mayor and City Clerk are hereby authorized and directed to execute the replacement bond numbered R25-2 (the "Replacement Bond") and deliver it to the Bondholder upon surrender of the Original Bond, which shall be canceled by the Chief Financial Officer as Bond Registrar. The Record of Payment of Advances on the Replacement Bond shall reflect all advances made under the Original Bond. The Replacement Bond evidences the same indebtedness as the Original Bond, does not constitute additional indebtedness or a refunding and is secured by

the pledge of Revenues on a parity with the Parity Bonds. From and after delivery of the Replacement Bond, references in this Ordinance to the Series 2025 Bond include the Replacement Bond and, for periods before such delivery, the Original Bond.

Section 8. The City Council of the City has heretofore fixed rates for System services by the adoption of Ordinance No. O-24-02 on February 13, 2024, as amended by Ordinance No. O-24-76 adopted on November 12, 2024 (collectively, the "Rate Ordinance"). Reference is hereby made to the Rate Ordinance for the details thereof and other provisions pertaining thereto, which water rates are hereby confirmed and continued as provided therein.

The City covenants and agrees that the rates established will produce gross Revenues at least sufficient to pay monthly operation, maintenance and funded depreciation expenses of the System, pay the principal of and interest on all outstanding obligations to which Revenues are pledged ("System Obligations"), as the same become due, pay the Servicing Fee as the same becomes due, and create and maintain any required debt service and replacement reserves (collectively, the "Required Payments"). The City covenants always to maintain rates (including increases as necessary) which will provide for the Required Payments. The rates currently in effect for water service shall not be reduced without the prior written consent of the Commission and the Bondholder.

Section 9. The City covenants that it will continually operate the System, or will cause the System to be operated, as a revenue-producing undertaking, and will not sell or lease the same, or any substantial portion thereof, without the prior written approval of the Bondholder and the Commission; provided, however, that nothing herein shall be construed to prohibit the City from making such dispositions of properties of the System and such replacements and substitutions for properties of the System as shall be necessary or incidental to the efficient operation of the System as a revenue–producing undertaking.

Section 10. All Revenues shall be deposited as and when received into a special fund heretofore created and designated "Revenue Fund" (the "Revenue Fund"). Each employee of the City or the Corporation handling Revenues shall give bond for the faithful discharge of his or her duties. Moneys in the Revenue Fund shall be applied to the payment of the expenses of operation, maintenance, repair and renewal of the System, to the payment of the principal of and interest on outstanding System Obligations, to the establishment and maintenance of any required debt service and replacement reserves and to the providing of any required depreciation fund.

Section 11. (a) There shall be paid from the Revenue Fund on or before the first day of each month (simultaneously with the monthly payments required in connection with the Parity Bonds) into an account of the City in a special fund to be created by the Bondholder and designated "Series 2025" (the "2025 ADFA Bond Fund") for the purpose of paying the principal of and interest on the Series 2025 Bond in those amounts specified in Section 4 hereof.

(b) If Revenues are insufficient to make the required payment on or before the first day of a month into the 2025 ADFA Bond Fund, then the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the 2025 ADFA Bond Fund on or before the first day of the next month.

(c) When the moneys held in the 2025 ADFA Bond Fund which represent payments by the City and interest earnings thereon or proceeds of investments therefrom (collectively, "City Funds") shall be and remain sufficient to pay in full the principal of and interest on the Series 2025 Bond, the City shall not be obligated to make any further payments into the 2025 ADFA Bond Fund.

(d) All moneys in the 2025 ADFA Bond Fund representing City Funds shall be used solely for the purpose of paying the principal of and interest on the Series 2025 Bond, and the City shall automatically receive a credit for the amount of such City Funds on hand in the 2025 ADFA Bond Fund and available for the payment of any principal and interest currently due on an interest or principal payment date irrespective of whether the Bondholder has applied or caused to be applied such funds on that date for such purpose.

(e) The Series 2025 Bond shall be specifically secured by a pledge of all Revenues required to be placed into the 2025 ADFA Bond Fund. This pledge in favor of the Series 2025 Bond is hereby irrevocably made according to the terms of this Ordinance, and the City and the Corporation and their officers and employees shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 12. After making the payments and deposits required by Section 11 hereof, there shall be paid from the Revenue Fund the Servicing Fee to the Servicer. Such payment will be made simultaneously with the payment of any servicing fee relating to the Parity Bonds. The Servicing Fee shall be payable on the 1st day of the month following the issuance of the Original Bond and continuing on the 1st day of each month thereafter until the Series 2025 Bond is paid in full and shall be calculated on the same basis as interest would be calculated on the Series 2025 Bond. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal of and interest on the Series 2025 Bond.

Section 13. (a) After making the payments and deposits required by Sections 11 and 12 hereof, the City shall make any debt service reserve and replacement reserve deposits required in connection with other System Obligations.

(b) Notwithstanding the above, so long as the Series 2025 Bond is outstanding, the City shall maintain the fund which was established by Ordinance No. O-24-36 designated as the "Depreciation Fund" (the "Depreciation Fund"). After making the payments and deposits required in Sections 11, 12 and 13(a) hereof, there shall be deposited from the Revenue Fund into the Depreciation Fund, a sum equal to 6% of the gross monthly Revenues for the preceding month or such other amount as is required by Arkansas law. Once the Depreciation Fund reaches an amount equal to $4,756,085.00 (or such lesser amount as represents 10% of the combined proceeds of the Series 2024A Bond, the Series 2024B Bond and the Series 2025 Bond drawn) (the "Required Level"), the City shall not be required to make further deposits into the Depreciation Fund; provided, however, that monthly deposits must resume if the amount in the Depreciation Fund drops below the Required Level, until such time as the Required Level is once again reached. Moneys in the Depreciation Fund may be used for the purpose of paying the cost of necessary repairs or replacements to the System or for other purposes approved by the Commission. Funds may only be withdrawn from the Depreciation Fund with the prior written consent of the Commission.

Section 14. The City shall assure that (i) not in excess of 10% of the proceeds of the Series 2025 Bond are used for Private Business Use (as defined below) if, in addition, the payment of more than 10% of the principal due on the Series 2025 Bond during the term thereof is, under the terms of the Series 2025 Bond or any underlying arrangement, directly or indirectly secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the City or the Corporation, in respect of property or borrowed moneys used or to be used for a Private Business Use; and (ii) that, in the event that both (A) in excess of 5% of the proceeds of the Series 2025 Bond are used for a Private Business Use, and (B) an amount in excess of 5% of the principal due on the Series 2025 Bond during the term thereof is, under the terms of the Series 2025 Bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the City or the Corporation, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of the proceeds of the Series 2025 Bond used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project.

The City shall assure that not in excess of 5% of the proceeds of the Series 2025 Bond are used, directly or indirectly, to make or finance a loan to persons other than state or local governmental units.

As used in this Section, "Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

The City covenants that it will not enter into any wholesale water contracts with non-governmental entities or modify existing wholesale water contracts with non-governmental entities if such contracts or modifications of existing contracts will cause a violation of this Section.

Section 15. Any surplus in the Revenue Fund, after making full provision for the payments and deposits described above, may be used at the option of the City for the redemption of the Series 2025 Bond or other System Obligations prior to maturity in accordance with their terms, for betterments or improvements to the System, for a refund to ratepayers or for other lawful purposes. Installments of principal on the Series 2025 Bond shall be prepayable prior to maturity as provided in the form of the Series 2025 Bond set forth in Section 6 of this Ordinance.

Section 16. So long as the Series 2025 Bond is outstanding, the City shall not issue or attempt to issue any bonds or other indebtedness having or claimed to be entitled to a pledge of the Revenues on a prior and senior basis to the pledge securing the Series 2025 Bond.

So long as the Series 2025 Bond is outstanding, the City shall not issue or attempt to issue any bonds or other indebtedness having or claimed to be entitled to a parity pledge of the Revenues to the pledge securing the Series 2025 Bond unless and until there shall have been procured and filed with the Bondholder a statement by an independent certified public accountant not in the regular employ of the City or the Corporation ("Accountant") reciting the opinion that either (i)

the Net Revenues (Net Revenues being gross Revenues less operation and maintenance expenses, but not including interest, amortization and depreciation) for the fiscal year preceding the year in which the parity bonds or indebtedness are to be issued were not less than 110% of the maximum annual debt service requirements (including principal, interest and financing, servicing and administrative fees) on all outstanding System Obligations and the bonds or indebtedness then proposed to be issued, or (ii) the Net Revenues for the fiscal year succeeding the year in which the parity bonds or indebtedness are to be issued are projected to be sufficient in amount, taking into account any enacted System rate increases, to be not less than 110% of the maximum annual debt service requirements (including principal, interest and financing, servicing and administrative fees) on all outstanding System Obligations and the bonds or indebtedness then proposed to be issued.

The additional bonds or other indebtedness, the issuance of which is restricted and conditioned by this Section, shall not be deemed to mean bonds or other indebtedness the security and source of payment of which are subordinate and subject to the priority of the Series 2025 Bond, and such additional bonds and indebtedness may be issued without complying with the terms of this Section.

The provisions of this Section may be waived by the holders of 75% in principal amount of the Series 2025 Bond at any time outstanding.

Section 17. It is covenanted and agreed by the City with the Bondholder and the Commission that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Arkansas and by this Ordinance, including, without limitation, the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, segregating the Revenues and applying them to the respective funds maintained pursuant to the ordinance authorizing the Parity Bonds and this Ordinance.

The City covenants and agrees that the Bondholder shall have the protection of all the provisions of the Authorizing Legislation and this Ordinance, and that the City will diligently proceed to enforce those provisions to the end of the Bondholder realizing fully upon its security. If the City shall fail to proceed within thirty (30) days after written request shall have been filed by the Bondholder, the Bondholder may proceed to enforce all such provisions.

If there be any default in the payment of the principal of or interest on the Series 2025 Bond, or if the City defaults in any 2025 ADFA Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance or in the Bond Purchase Agreement, the Bondholder and the Commission (with respect to covenants contained in the Bond Purchase Agreement) may, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State of Arkansas. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies herein provided or provided by law, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by law. No delay or omission of the Bondholder to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein; and every power and remedy given by

this Ordinance to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon. Any costs of enforcement of the Series 2025 Bond or of any provision of this Ordinance, including reasonable attorney's fees, shall be paid by the City. The Servicer may enforce all rights and exercise all remedies available to the Bondholder in the event the Servicing Fee is not paid when due.

Section 18. The Original Bond, having been executed by the Mayor and City Clerk with the seal of the City impressed thereon, was delivered to the Bondholder upon payment of a portion of the purchase price in accordance with the Bond Purchase Agreement. The Replacement Bond shall be executed by the Mayor and City Clerk, shall have the seal of the City impressed thereon and shall be delivered to the Bondholder upon surrender of the Original Bond. The purchase price of the Series 2025 Bond has been and shall be deposited, as and when received, in the special account of the City created by the Original Ordinance in a bank selected by the City that is a member of the Federal Deposit Insurance Corporation and designated the "2025 Water Construction Fund" (the "Construction Fund"), which fund is hereby continued. The moneys in the Construction Fund shall be used for accomplishing the Project, paying or reimbursing expenses incidental thereto and paying the expenses of issuing the Series 2025 Bond approved in accordance with the Bond Purchase Agreement. Payments from the Construction Fund shall be by check or voucher signed by the Chief Financial Officer or his or her designee, and drawn on the depository. Each such check or voucher shall briefly specify the purpose of the expenditure.

When the Project has been completed and all required expenses paid and expenditures made from the Construction Fund for and in connection with the accomplishment of the Project and the financing thereof, this fact shall be evidenced by a certificate signed by the Chief Financial Officer or his or her designee, which certificate shall state, among other things, the date of the completion and that all obligations payable from the Construction Fund have been discharged. A copy of the certificate shall be filed with the depository bank, the Bondholder and the Commission.

Disbursements shall be made by the Bondholder for costs of the Project pursuant to written Disbursement Requests as provided in the Bond Purchase Agreement.

Section 19. The terms and provisions of this Ordinance shall constitute a binding contract among the City, the Bondholder and the Commission, and no variation or change in the undertaking herein set forth shall be made while the Series 2025 Bond is outstanding unless consented to in writing by the Bondholder and the Commission.

Section 20. The City covenants and agrees that it will maintain the System in good condition and operate it in an efficient manner and at reasonable cost. The City agrees to keep proper records, books and accounts relating to the operation of the System, which shall be kept separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the operation of the System in accordance with generally accepted government accounting standards. Such books shall be available for inspection by the Bondholder and the Commission, or the agent or the representative of either, at reasonable times and under reasonable circumstances. The City agrees to have these records audited annually.

If requested, the City agrees to furnish the audit report with respect to the System to the Bondholder and the Commission.

Section 21. The City covenants and agrees that it will maintain the System in good condition and operate it in an efficient manner and at reasonable cost. The City agrees that, to the extent comparable protection is not otherwise provided to the satisfaction of the Bondholder and the Commission, it will insure, and at all times keep insured in a responsible insurance company or companies selected by the City and authorized and qualified under the laws of the State of Arkansas to assume the risk thereof, all above-ground structures of the System against loss or damage thereto in amounts and against such risks as are customarily insured against in connection with similar facilities and undertakings as the System. In the event of loss, the proceeds of such insurance shall be applied solely toward the reconstruction, replacement or repair of the System, and in such event the City will, with reasonable promptness, cause to be commenced and completed the reconstruction, replacement and repair work.

Section 22. The City agrees that the Bondholder may pledge the Series 2025 Bond as security for the payment of its revolving loan fund revenue bonds (the "ADFA Bonds"), and the trustee or municipal bond insurer for the ADFA Bonds may exercise any rights or remedies available to the Bondholder under this Ordinance or the Bond Purchase Agreement while the Series 2025 Bond is pledged and/or the ADFA Bonds are insured. In addition, the City agrees that while the Series 2025 Bond is pledged and/or the ADFA Bonds are insured, copies of all financial information relating to the City and the System shall be furnished to the trustee and/or the municipal insurer for the ADFA Bonds.

Section 23. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Series 2025 Bond and the Replacement Bond and to effect the execution and delivery of the Bond Purchase Agreement and the First Amendment, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 24. References in this Ordinance to "Bondholder" shall include the original Bondholder or any registered assign thereof.

Section 25. Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the Series 2025 Bond, the Replacement Bond and this Ordinance.

Section 26. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 27. This Ordinance shall become effective upon the written consent of the Bondholder and the Commission pursuant to Section 18 of the Original Ordinance, which consent

may be evidenced by their execution of the First Amendment. This Ordinance amends and restates, and does not extinguish or discharge, the Original Ordinance, and all actions heretofore taken under the Original Ordinance, including the issuance and delivery of the Original Bond, the execution of the Bond Purchase Agreement and all advances made thereunder, are hereby ratified and confirmed. Until this Ordinance becomes effective, the Original Ordinance shall remain in full force and effect.

Section 28. All ordinances, resolutions and parts thereof in conflict herewith, other than the Original Ordinance which is amended and restated hereby, are hereby repealed to the extent of such conflict.

Section 29. It is hereby found and determined that there is an urgent need to extend the disbursement period for the Series 2025 Bond so that disbursements for the Project may continue without interruption and to avoid the commencement of principal payments before completion of the Project. Therefore, an emergency is hereby declared to exist, and this Ordinance, being necessary for the immediate preservation of the public health, safety and welfare, shall be in force and take effect immediately upon and after its passage, subject to Section 27 hereof.

ADOPTED AND APPROVED THIS [___] DAY OF [_____], 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

City of Conway, Arkansas
Resolution No. R-26-____

A RESOLUTION AUTHORIZING CONWAY CORPORATION TO ACT PURSUANT TO ARK. CODE ANN. § 18-15-301 ET SEQ., ARK. CODE ANN. § 18-15-401 ET SEQ., ARK. CODE ANN. § 18-15-501 ET SEQ., AND OTHER STATE STATUTORY AUTHORITY TO SEEK CONDEMNATION BY EMINENT DOMAIN PROCEEDINGS OF CERTAIN PROPERTIES DESCRIBED HEREIN FOR THE PUBLIC PURPOSES OF CONSTRUCTING A PARALLEL RAW WATER TRANSMISSION MAIN FROM BREWER LAKE.

Whereas, the City of Conway, Arkansas, is a city of the First Class duly organized and existing as a municipal corporation under the laws of the State of Arkansas. The City of Conway ("the City") has its principal place of business within the borders of Faulkner County, Arkansas; and

Whereas, Conway Corporation is an Arkansas non-profit corporation with its principal place of business located in Conway, Faulkner County, Arkansas. Conway Corporation is the franchisee of the City of Conway for the purposes of maintaining and operating, among other utilities, the City's water utility; and

Whereas, the primary source of drinking water for the City is Brewer Lake, a manmade lake of approximately One Thousand One Hundred (1,100) acres located north of Plumerville, Arkansas. Water from Brewer Lake is carried through an underground pipe (raw water transmission main) across Conway County and Faulkner County, Arkansas, to water treatment facilities operated by Conway Corporation in or near the City, and then to the citizens and businesses of the City through the City's water distribution system; and

Whereas, it is necessary and in the public interest to construct a parallel raw water transmission main from Brewer Lake to serve the need of the residents of the City; and

Whereas, the parallel raw water transmission main will carry water from Brewer Lake to the City in order to meet the needs of the City of Conway; and

WHEREAS, in order to properly complete the aforementioned project, it is necessary to acquire the described lands or easements in the attached Exhibits (hereinafter referred to as the "Real Property"):

SEE ATTACHED EXHIBITS; and

Whereas, prior to seeking the exercise of eminent domain and condemnation authority, Conway Corporation, acting on behalf of the City, diligently pursued repeated and extensive good-faith negotiations with the respective owners of the Real Property, to the extent such owners

could be identified and located, including, without limitation, obtaining appraisals, tendering written offers of just compensation, engaging in numerous communications and meetings, and giving due consideration to the concerns and counterproposals of said owners, all in a sincere effort to acquire the Real Property by voluntary agreement and without resort to condemnation proceedings; and despite such diligent and good-faith efforts, Conway Corporation has been unable to reach a mutually acceptable agreement with said owners for the acquisition of the Real Property; and

Whereas, certain portions of the Real Property are subject to fractionated, undivided, or unresolved ownership interests, including interests held by unknown, unlocatable, deceased, or non-responsive heirs and successors in interest, such that a voluntary conveyance of good and marketable title from all persons holding an interest therein cannot reasonably be obtained; and, as to such portions of the Real Property, the exercise of eminent domain and condemnation authority constitutes the only practicable and legally sufficient method by which Conway Corporation and the City of Conway may obtain clear title to the Real Property necessary for the construction, operation, and maintenance of the parallel raw water transmission main; and

Whereas, to secure timely access to said Real Property, it is necessary that eminent domain authority be declared, established, and exercised for the purpose of the construction, maintenance, and public uses specified above. As well, and on behalf of the public, the City must continue ownership and control of the Real Property described herein.

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

Section 1: The City Council hereby finds and determines that it is necessary for public purposes to acquire the Real Property described herein upon which to construct and maintain said parallel raw water transmission main from Brewer Lake. Being unable to reach an agreement and compromise as to the amount of just compensation to pay the respective landowners of the Real Property, it is necessary for public purposes to acquire the Real Property owned by the landowners described therein upon which to construct and maintain said parallel raw water transmission main from Brewer Lake. The Real Property is owned by multiple landowners. Because the City has established a legitimate public purpose for said Real Property, the City of Conway and Conway Corporation are empowered under Ark. Code Ann. § 18-15-301 *et seq.*, § 18-15-401 *et seq.* and § 18-15-501 *et seq.* to seek condemnation through eminent domain of the properties described herein and to provide just compensation to the owners of said Real Property pursuant to state law.

Section 2: Conway Corporation is hereby authorized, on behalf of the City, to initiate statutory proceedings for eminent domain and condemnation of the Real Property for the purposes stated herein, up to and including filing appropriate legal pleadings and process in those courts of law having jurisdiction over such process and proceedings, and to take all such other actions as Conway Corporation, in its reasonable discretion, deems reasonably necessary or appropriate in connection with the acquisition of the Real Property and the design, construction, installation, operation, and maintenance of the parallel raw water transmission main, including, without limitation, negotiating and executing agreements, deeds, easements, and other instruments, conducting surveys, appraisals, and environmental and title investigations, naming as defendants and serving, by warning order or as otherwise permitted by law, all known and unknown heirs, successors in interest, and other persons who may claim an interest in the Real

Property, depositing estimated just compensation into the registry of the court, and prosecuting, defending, settling, or otherwise resolving any related proceedings.

PASSED this 24th day of November, 2026.

Approved:

_____
Mayor Bart Castleberry

Attest:

_____
Denise Hurd
City Clerk/Treasurer

REAL PROPERTY DESCRIPTION

Being a part of the W 1/2 of the NE 1/4 of Section 29, Township 6 North, Range 14 West, more particularly described as beginning at the SE corner of said W 1/2 NE 1/4; thence along south line of said W 1/2 south 89 degrees 50 minutes 35 seconds west 306.36 feet to the point of beginning; thence continuing south 89 degrees 50 minutes 35 seconds west 102.12 feet; thence north 1601.04 feet; thence north 89 degrees 50 minutes 35 seconds east 102.12 feet; Thence south 1601.04 feet to the point of beginning, containing 3.75 acres, more or less. Reserving the north 50 feet for road purposes.

PERMANENT EASEMENT DESCRIPTION (S36-T7N-R15W):

AN EASEMENT 30.00 FEET OF EVEN WIDTH LYING SOUTHERLY AND WESTERLY ADJACENT TO AND COINCIDENT WITH THE SOUTH AND/OR WESTERLY LINE OF AN EXISTING 50.00 FEET WIDE PIPELINE EASEMENT IN THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 NE1/4) OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 15 WEST, CONWAY COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 1" PIPE MARKING THE SOUTHWEST CORNER OF SAID S1/2 NE1/4 AND RUNNING THENCE N02°08'21"E ALONG THE WEST LINE OF SAID S1/2 NE1/4, 456.37 FEET TO THE SOUTHWESTERLY LINE OF SAID EXISTING 50.00 FEET WIDE PIPELINE EASEMENT AND THE POINT OF BEGINNING; THENCE RUN S65°31'19"E ALONG SAID EXISTING EASEMENT LINE, 1194.46 FEET TO THE SOUTH LINE OF SAID S1/2 NE1/4; THENCE RUN N87°59'02"W ALONG SAID SOUTH LINE, 78.52 FEET; THENCE RUN N65°31'19"W 30.00 FEET FROM AND PARALLEL TO SAID EXISTING EASEMENT LINE, 1109.57 FEET TO THE WEST LINE OF SAID S1/2 NE1/4; THENCE RUN N02°08'21"E, 32.43 FEET TO THE POINT OF BEGINNING CONTAINING 0.79 ACRES MORE OR LESS.

PERMANENT EASEMENT DESCRIPTION (S6-T6N-R14W; S7-T6N-R14W; S8-T6N-R14W):

AN EASEMENT 30.00 FEET OF EVEN WIDTH LYING SOUTHERLY AND WESTERLY ADJACENT TO AND COINCIDENT WITH THE SOUTH AND/OR WESTERLY LINE OF AN EXISTING 50.00 FEET WIDE PIPELINE EASEMENT IN THE SOUTH THREE QUARTERS (S3/4) OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 14 WEST, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 14 WEST, AND THE NORTHWEST QUARTER (NW1/4) OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 14 WEST, ALL IN CONWAY COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 1/2" REBAR WITH "WEST" CAP MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) OF SAID SECTION 6 AND RUNNING THENCE S87°19'31"E ALONG THE SOUTH LINE OF SAID NW1/4 NW1/4 1239.89 FEET TO THE SOUTHWESTERLY LINE OF SAID EXISTING 50.00 FEET WIDE PIPELINE EASEMENT AND THE POINT OF BEGINNING; THENCE RUN ALONG SAID EXISTING PIPELINE EASEMENT THE FOLLOWING: S01°24'00"W, 754.16 FEET; THENCE S46°12'39"E, 7289.66 FEET; THENCE S40°59'02"E, 775.47 FEET TO THE NORTH LINE OF THE SOUTH 440 FEET OF THE WEST 660 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER (E1/2 NW1/4) OF SAID SECTION 8; THENCE LEAVING SAID EXISTING PIPELINE EASEMENT, RUN N87°41'58"W ALONG SAID NORTH LINE, 41.20 FEET; THENCE RUN 30.00 FEET FROM AND PARALLEL TO SAID EXISTING PIPELINE EASEMENT THE FOLLOWING: N40°59'02"W, 745.85 FEET; THENCE N46°12'39"W, 7301.52 FEET; THENCE N01°24'00"E, 768.06 FEET TO THE SOUTH LINE OF THE NW1/4 NW1/4 OF SAID SECTION 6; THENCE RUN S87°19'31"E, 30.00 FEET TO THE POINT OF BEGINNING CONTAINING 6.08 ACRES MORE OR LESS.

PERMANENT EASEMENT DESCRIPTION (S36-T7N-R15W; S31-T7N-R14W):

AN EASEMENT 30.00 FEET OF EVEN WIDTH LYING SOUTHERLY AND WESTERLY ADJACENT TO AND COINCIDENT WITH THE SOUTH AND/OR WESTERLY LINE OF AN EXISTING 50.00 FEET WIDE PIPELINE EASEMENT IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 15 WEST, AND SOUTHWEST QUARTER (SW1/4) OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 14 WEST, ALL IN CONWAY COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A REBAR WITH ALUMINUM CAP STAMPED "1498" MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 AND RUNNING THENCE S88°06'47"E ALONG THE SOUTH LINE OF SAID SECTION 920.52 FEET TO THE SOUTHWESTERLY LINE OF SAID EXISTING 50.00 FEET WIDE PIPELINE EASEMENT AND THE POINT OF BEGINNING; THENCE RUN ALONG SAID EXISTING EASEMENT LINE N25°22'25"W, 557.60 FEET; THENCE N43°55'37"W, 2213.12 FEET TO THE COMMON PROPERTY LINE BETWEEN THE KORDSMEIER AND MALLETT PROPERTIES; THENCE LEAVING SAID EXISTING PIPELINE EASEMENT LINE, RUN S01°26'02"W ALONG SAID PROPERTY LINE, 42.16 FEET; THENCE RUN S43°55'37"E 30.00 FEET FROM AND PARALLEL TO SAID EXISTING EASEMENT LINE, 2178.59 FEET; THENCE RUN S25°22'25"E PARALLEL TO SAID EXISTING EASEMENT LINE, 537.24 FEET TO THE SOUTH LINE OF SAID SECTION 31; THENCE RUN S88°06'47"E, 33.75 FEET TO THE POINT OF BEGINNING CONTAINING 1.89 ACRES MORE OR LESS.

PERMANENT EASEMENT DESCRIPTION (S8-T6N-R14W):

AN EASEMENT 30.00 FEET OF EVEN WIDTH LYING SOUTHERLY AND WESTERLY ADJACENT TO AND COINCIDENT WITH THE SOUTH AND/OR WESTERLY LINE OF AN EXISTING 50.00 FEET WIDE PIPELINE EASEMENT IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 14 WEST, CONWAY COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 1/2" REBAR WITH "WEST" CAP MARKING THE CENTER OF SAID SECTION 8 AND RUNNING THENCE N87°41'58"W, 377.10 FEET TO THE SOUTHWESTERLY LINE OF SAID EXISTING 50.00 FEET WIDE PIPELINE EASEMENT AND THE POINT OF BEGINNING; THENCE RUN N40°59'02"W ALONG SAID EXISTING PIPELINE EASEMENT 390.43 FEET TO THE EAST LINE OF THE SOUTH 440 FEET OF THE WEST 660 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER (E1/2 NW1/4) OF SAID SECTION 8; THENCE RUN S02°18'02"W ALONG SAID LINE, 43.76 FEET; THENCE RUN S40°59'02"E PARALLEL TO SAID EXISTING PIPELINE EASEMENT, 330.33 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE RUN S87°41'58"E, 41.21 FEET TO THE POINT OF BEGINNING CONTAINING 0.25 ACRES MORE OR LESS.

PERMANENT EASEMENT DESCRIPTION:

AN EASEMENT 60.00 FEET OF EVEN WIDTH LYING IN THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) AND LYING IN THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 14 WEST, CONWAY COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 1/2 INCH REBAR WITH CAP (#1498) MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8 AND THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER RUNNING N02°01'05"E, 118.81 FEET TO THE POINT OF BEGINNING; THENCE RUN N88°03'23"W, 35.09 FEET TO A POINT; THENCE RUN N57°22'35"W, 574.02 FEET TO A POINT; THENCE RUN N68°37'35"W, 523.42 FEET TO A POINT; THENCE N35°11'42"E, 61.79 FEET TO A POINT; THENCE S68°37'35"E, 514.57 FEET TO A POINT; THENCE S57°22'35"E, 563.47 FEET TO A POINT; THENCE RUN S88°03'23"E, 957.46 FEET TO A POINT; THENCE RUN S41°56'37"E, 192.50 FEET TO THE ORDINARY HIGH WATER MARK OF CADRON CREEK; THENCE ALONG THE ORDINARY HIGH WATER MARK OF SAID CADRON CREEK, RUN S48°03'23"W, 60.00 FEET TO A POINT; THENCE LEAVING THE ORDINARY HIGH WATER MARK OF SAID CADRON CREEK, RUN N41°56'37"W, 166.96 FEET TO A POINT; THENCE RUN N88°03'23"W, 913.29 FEET TO THE POINT OF BEGINNING. CONTAINING 3.06 ACRES MORE OR LESS.

PERMANENT EASEMENT DESCRIPTION (S27-T7N-R15W):

AN EASEMENT 30.00 FEET OF EVEN WIDTH LYING SOUTHERLY AND WESTERLY ADJACENT TO AND COINCIDENT WITH THE SOUTH AND/OR WESTERLY LINE OF AN EXISTING 50.00 FEET WIDE PIPELINE EASEMENT IN THE NORTH HALF OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 15 WEST, CONWAY COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 5/8" REBAR MARKING THE EAST QUARTER CORNER OF SAID SECTION 27 AND RUNNING THENCE N87°59'38"W, ALONG THE NORTH LINE OF THE SE1/4 OF SECTION 27 AND ALSO BEING THE NORTH PROPERTY LINE OF JEROD AMOO JEWELL, ET AL, 2,083.43 FEET TO THE SOUTHWESTERLY LINE OF SAID EXISTING 50.00 FEET WIDE PIPELINE EASEMENT AND THE POINT OF BEGINNING; THENCE RUN S75°53'54"E ALONG SAID EXISTING EASEMENT LINE, 2,133.71 FEET TO THE EAST LINE OF THE SE1/4 OF SECTION 27, ALSO BEING THE EAST PROPERTY LINE OF JEROD AMOO JEWELL, ET AL; THENCE RUN S01°37'56"W ALONG SAID EAST LINE, 30.72 FEET; THENCE RUN N75°53'54"W 30.00 FEET FROM AND PARALLEL TO SAID EXISTING EASEMENT LINE, 2,279.79 FEET TO THE NORTH LINE OF THE SAID SE1/4 OF SAID SECTION 27, AND ALSO BEING THE NORTH PROPERTY LINE OF JEROD AMOO JEWELL, ET AL; THENCE RUN S87°59'38"E, ALONG SAID NORTH LINE, 143.17 FEET TO THE POINT OF BEGINNING. CONTAINING 1.52 ACRES MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION (S27-T7N-R15W):

AN EASEMENT 40.00 FEET OF EVEN WIDTH LYING SOUTHERLY AND WESTERLY ADJACENT TO AND COINCIDENT WITH THE SOUTH AND/OR WESTERLY LINE OF A PROPOSED 30.00 FEET WIDE PIPELINE EASEMENT IN THE SE1/4 OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 15 WEST, CONWAY COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 5/8" REBAR MARKING THE EAST QUARTER CORNER OF SAID SECTION 27 AND RUNNING THENCE N87°59'38"W, ALONG THE NORTH LINE OF THE SE1/4 OF SECTION 27 AND ALSO BEING THE NORTH PROPERTY LINE OF JEROD AMOO JEWELL, ET AL, 2,226.59 FEET TO THE SOUTHWESTERLY LINE OF SAID PROPOSED 30.00 FEET WIDE PIPELINE EASEMENT AND THE POINT OF BEGINNING; THENCE RUN S75°53'54"E ALONG SAID PROPOSED EASEMENT LINE, 2,279.79 FEET TO THE EAST LINE OF THE SE1/4 OF SECTION 27, ALSO BEING THE EAST PROPERTY LINE OF JEROD AMOO JEWELL, ET AL; THENCE RUN S01°37'56"W ALONG SAID EAST LINE, 40.97 FEET; THENCE RUN N75°53'54"W 40.00 FEET FROM AND PARALLEL TO SAID PROPOSED EASEMENT LINE, 2,475.83 FEET TO THE NORTH LINE OF THE SAID SE1/4 OF SAID SECTION 27, AND ALSO BEING THE NORTH PROPERTY LINE OF JEROD AMOO JEWELL, ET AL; THENCE RUN S87°59'38"E, ALONG SAID NORTH LINE, 190.89 FEET TO THE POINT OF BEGINNING. CONTAINING 2.18 ACRES MORE OR LESS.

PERMANENT EASEMENT DESCRIPTION (S27-T7N-R15W):

AN EASEMENT 30.00 FEET OF EVEN WIDTH LYING SOUTHERLY AND WESTERLY ADJACENT TO AND COINCIDENT WITH THE SOUTH AND/OR WESTERLY LINE OF AN EXISTING 50.00 FEET WIDE PIPELINE EASEMENT IN THE NORTH HALF OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 15 WEST, CONWAY COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 4" BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 27 AND RUNNING THENCE N82°12'51"E, 1,803.67 FEET TO THE WEST PROPERTY LINE OF JOHNNY D. GARRETT, AND BEING ON THE SOUTHWESTERLY LINE OF SAID EXISTING 50.00 FEET WIDE PIPELINE EASEMENT AND THE POINT OF BEGINNING; THENCE RUN S75°53'54"E ALONG SAID EXISTING EASEMENT LINE, 1,463.87 FEET TO THE SOUTH LINE OF THE SW1/4 NE1/4, ALSO BEING A PROPERTY LINE OF JOHNNY D. GARRETT; THENCE RUN N87°59'38"W ALONG SAID SOUTH LINE OF THE SW1/4 NE1/4, 143.17 FEET; THENCE RUN N75°53'54"W 30.00 FEET FROM AND PARALLEL TO SAID EXISTING EASEMENT LINE, 1,318.01 FEET TO THE WEST PROPERTY LINE OF JOHNNY D. GARRETT; THENCE RUN N03°01'33"E, ALONG SAID WEST PROPERTY LINE, 30.57 FEET TO THE POINT OF BEGINNING. CONTAINING 0.96 ACRES MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION (S27-T7N-R15W):

AN EASEMENT 40.00 FEET OF EVEN WIDTH LYING SOUTHERLY AND WESTERLY ADJACENT TO AND COINCIDENT WITH THE SOUTH AND/OR WESTERLY LINE OF A PROPOSED 30.00 FEET WIDE PIPELINE EASEMENT IN THE NORTH HALF OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 15 WEST, CONWAY COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 4" BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 27 AND RUNNING THENCE N83°10'16"E, 1,798.19 FEET TO THE WEST PROPERTY LINE OF JOHNNY D. GARRETT, AND BEING ON THE SOUTHWESTERLY LINE OF SAID PROPOSED 30.00 FEET WIDE PIPELINE EASEMENT AND THE POINT OF BEGINNING; THENCE RUN S75°53'54"E ALONG SAID PROPOSED EASEMENT LINE, 1,318.01 FEET TO THE SOUTH LINE OF THE SW1/4 NE1/4, ALSO BEING A PROPERTY LINE OF JOHNNY D. GARRETT; THENCE RUN N87°59'38"W ALONG SAID SOUTH LINE OF THE SW1/4 NE1/4, 190.89 FEET; THENCE RUN N75°53'54"W, 40.00 FEET FROM AND PARALLEL TO SAID PROPOSED EASEMENT LINE, 1,123.53 FEET TO THE WEST PROPERTY LINE OF JOHNNY D. GARRETT; THENCE RUN N03°01'33"E, ALONG SAID WEST PROPERTY LINE, 40.76 FEET TO THE POINT OF BEGINNING. CONTAINING 1.12 ACRES MORE OR LESS.

PERMANENT ACCESS EASEMENT DESCRIPTION:

AN EASEMENT 20.00 FEET OF EVEN WIDTH BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, BEING MARKED BY A FOUND 1/2 INCH PIPE; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, N88°29'13"W A DISTANCE OF 649.75 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N37°07'58"W A DISTANCE OF 117.75 FEET TO THE POINT OF TERMINATION. CONTAINING 0.05 ACRES MORE OR LESS.

PERMANENT ACCESS EASEMENT DESCRIPTION:

AN EASEMENT 20.00 FEET OF EVEN WIDTH BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, BEING MARKED BY A FOUND 1/2 INCH PIPE; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, N01°40'53"E A DISTANCE OF 89.84 FEET TO A POINT; THENCE LEAVING SAID EAST LINE, N88°19'07"W A DISTANCE OF 723.55 FEET TO THE POINT OF BEGINNING; THENCE N37°07'58"W A DISTANCE OF 365.19 FEET TO A POINT; THENCE S84°33'35"W A DISTANCE OF 31.50 FEET TO THE POINT OF TERMINATION. CONTAINING 0.18 ACRES MORE OR LESS.

City of Conway, Arkansas
Resolution No. R-26-____

A RESOLUTION TO WAIVE THE SOLICITATION PROCESS AND AUTHORIZING THE CITY OF CONWAY, ARKANSAS, TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH JTS FINANCIAL FOR WORKERS' COMPENSATION BROKERAGE, CONSULTING, AND ADVISORY SERVICES; AND FOR OTHER PURPOSES.

Whereas, the City of Conway, Arkansas, currently utilizes JTS Financial for employee health insurance brokerage and consulting services; and

Whereas, the City desires to utilize JTS Financial to assist us with looking at going self-funded for Workers' Compensation brokerage and consulting services to provide consistency and coordination in the administration of the City's employee benefit and insurance programs; and

Whereas, utilizing one brokerage firm for both Health Insurance and Workers' Compensation services is expected to streamline communication, improve coordination, reduce administrative duplication, and provide greater efficiency in managing the City's insurance and risk management needs; and

Whereas, the City believes that continuing its relationship with JTS Financial for these additional services is in the best interest of the City and its employees.

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

Section 1. The City Council hereby authorizes the City of Conway to enter into a professional services agreement with JTS Financial for workers' compensation brokerage, consulting, advisory, administration, and compliance services.

Section 2. The Mayor is hereby authorized to execute the professional services agreement and any documents necessary to carry out the purposes of this service.

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

Passed this 24th day of November 2026.

Approved:

_____
Mayor Bart Castleberry

Attest:

_____
Denise Hurd
City Clerk/Treasurer

City of Conway, Arkansas
Resolution No. R-26-_____

A RESOLUTION AUTHORIZING AN INCREASE IN RENTAL RATES FOR AIRCRAFT HANGARS, T-HANGARS, AND AIRCRAFT SUNSHADE SPACES AT THE CONWAY REGIONAL AIRPORT.

Whereas, the City of Conway, Arkansas, owns and operates the Conway Regional Airport as a public-use aviation facility serving Conway and the surrounding region; and

Whereas, the continued operation, maintenance, improvement, and development of the airport require adequate revenues to support airport facilities and operations; and

Whereas, the City of Conway desires to establish updated rental rates for these facilities to ensure the airport can continue providing safe, dependable, and properly maintained facilities for airport tenants and users.

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

Section 1. The City Council hereby authorizes an increase in rental rates for aircraft storage facilities at the Conway Regional Airport, including conventional aircraft hangars, T-hangars, and aircraft sunshade spaces.

Section 2. The revised rental rates shall be established as follows:

- Conventional aircraft hangars: $1100 per month.
- T-hangars: $260 per month.
- T-hangars: $300 per month.
- Aircraft sunshade spaces: $145 per month.
- Aircraft sunshade large: $345 per month.

Section 3. The revised rental rates shall become effective on 1 January 2027, when a new three-year lease agreement is signed by the tenants.

Section 4. The Mayor is hereby authorized to notify affected tenants, update applicable rental agreements and fee schedules, and take all necessary administrative actions to implement the revised rates.

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

PASSED this 24th day of November, 2026.

Approved:

Attest:

_____
Mayor Bart Castleberry

_____
Denise Hurd
City Clerk/Treasurer

City of Conway, Arkansas
Ordinance No. O-26-____

AN ORDINANCE AMENDING THE CONWAY ZONING DISTRICT BOUNDARY MAP REFERENCED IN SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING CODE TO REZONE 1801 SOUTH AMITY ROAD FROM SR TO I-1:

Whereas, in accordance Arkansas Code Annotated § 14-56-416 has adopted a Zoning Code and Arkansas Code Annotated § 14-56-423 provides for the amendment of such regulations; and

Whereas, proper public notice was given, and the Conway Planning Commission held a duly authorized public hearing on **November 16, 2026**, and adopted the amendments.

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 **SR** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

> A part of the W 1/2, SE 1/4 of Section 20, T-5-N, R-13- W, Faulkner County, Arkansas, described as beginning at the NE corner of said W 1/2, SE 1/4; thence West 228.60 feet; thence S-0-03-40-E 420.0 feet; thence East 228.52 feet; thence N-0-03-W 420.0 feet to the point of beginning containing 2.20 acres, more or less. Reserving the North and West 25.0 feet for public road purposes.

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

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

PASSED this 24th day of November, 2026**.**

Approved:

_____
Mayor Bart Castleberry

Attest:

_____
Denise Hurd
City Clerk/Treasurer

CONWAY PLANNING COMMISSION

1111 Main Street • Conway, AR 72032
(501) 450-6105 • planning@conwayarkansas.gov

MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: Ethan Reed, 2026 Planning Commission Chairman
Date: November 24, 2026

Re: Request to rezone the property located at 1801 South Amity Road from SR to I-1

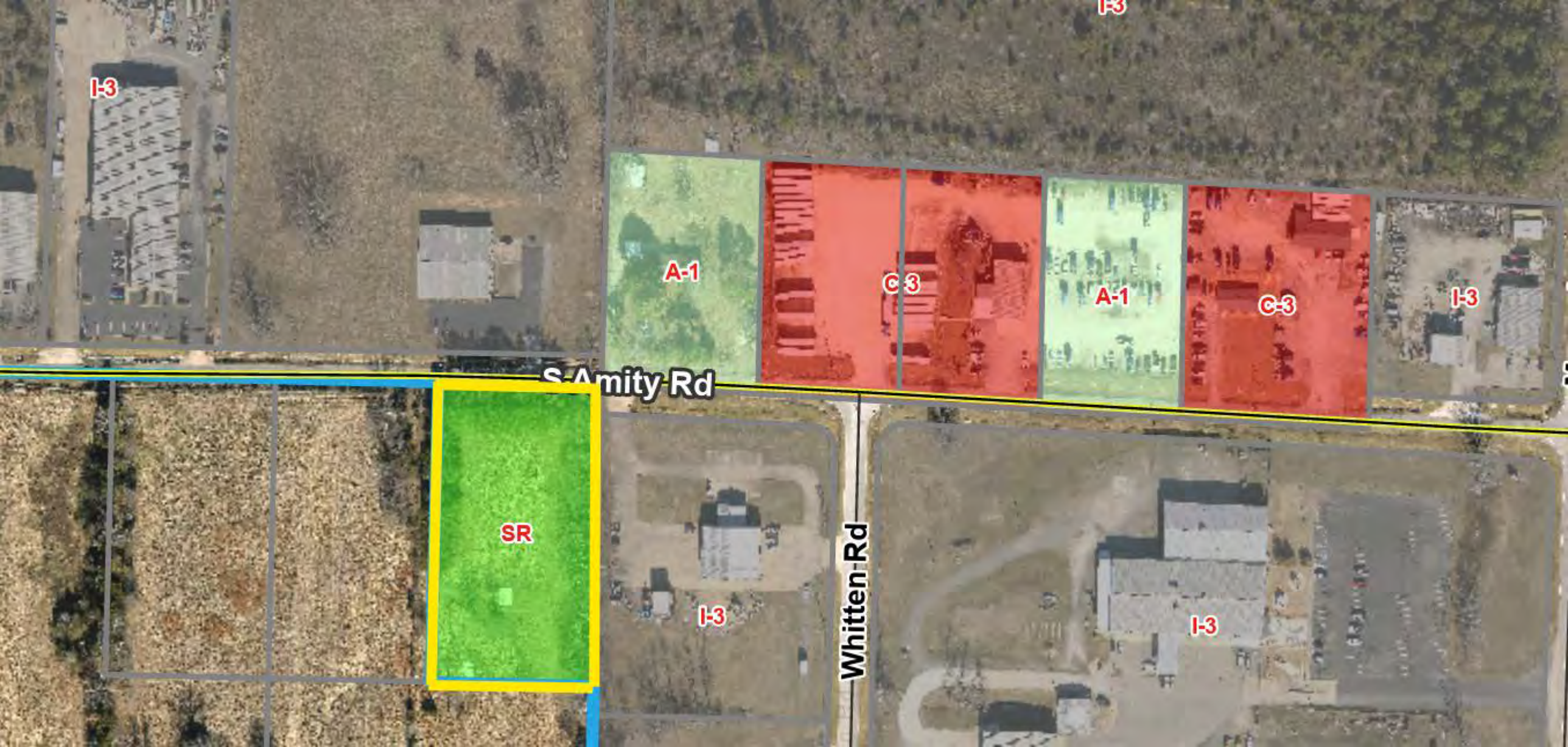
Shane McClary, has requested to rezone property located at 1801 Amity Road from SR to I-1, with the following legal description:

> A part of the W 1/2, SE 1/4 of Section 20, T-5-N, R-13- W, Faulkner County, Arkansas, described as beginning at the NE corner of said W 1/2, SE 1/4; thence West 228.60 feet; thence S-0-03-40-E 420.0 feet; thence East 228.52 feet; thence N-0-03-W 420.0 feet to the point of beginning containing 2.20 acres, more or less. Reserving the North and West 25.0 feet for public road purposes.

It is the intent of the applicant to rezone this parcel of land from SR to I-1 for with the intention for the property is to develop "flex spaces," which are commercial developments that have leasable suites for a variety of uses and businesses such as offices, retail, warehousing, and more. These uses are appropriate for the I-1 zone as many are allowed by-right in the zone The abutting zoning for this property: North, East: I-3 (Intensive Industrial District); West, South: N/A (Out of City Limits). The majority of properties in the area are zoned I-3, but A-1 and C-3 (Highway Service & Open Display District) are also present in the area. This rezone would introduce I-1 into the area. The Comprehensive Plan designates this area as Light Industry; I-1 is an appropriate zone for that designation.

The Planning Commission reviewed the request at its regular meeting on November 16th, 2026, and voted 8-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.


I-3
I-3
A-1
C-3
A-1
C-3
I-3
S Amity Rd
SR
I-3
Whitten Rd
I-3

CENTRAL BAPTIST COLLEGE

November 17, 2026

Conway City Council
City of Conway
Conway, Arkansas

Re: Request for Permission to Submit Rezoning Application – 141 Conway Boulevard

Dear Members of the Conway City Council:

At your August 25, 2026, meeting, the City Council considered a rezoning request submitted by another applicant for the property located at 141 Conway Boulevard, requesting a change to an R-2 zoning designation. That request was subsequently denied.

We understand that, under the City of Conway Zoning Code Regulations, a subsequent rezoning request involving the same property generally cannot be considered for a period of twelve months following the prior decision.

Central Baptist College, as the owner of the property, respectfully requests that the City Council grant an exception or otherwise authorize the College to submit a new rezoning application requesting an R-2A designation to be heard at the January 2027 Planning Commission meeting.

We appreciate your consideration of this request and would welcome the opportunity to provide any additional information necessary to assist the Council in its decision.

Sincerely,

Kevin L. Newton
Vice President for Finance
Central Baptist College
Authorized Representative
knewton@cbc.edu
501-730-2247

City of Conway, Arkansas
Ordinance No. O-26-____

AN ORDINANCE AMENDING THE 2026 BUDGET FOR THE CITY OF CONWAY; AND FOR OTHER PURPOSES:

Whereas, the allocation of sales tax revenue was amended with Resolution R-25-48, passed on November 25, 2025, and effective beginning with fiscal year 2026; and

Whereas, the 2026 Budget was prepared in such a way to account for the new allocation, however, upon further analysis by the Finance Department, it has been determined that the allocation was not properly reflected in the Budget.

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

Section 1. The City of Conway shall amend the 2026 Budget as follows:

Account	Original Budget	Amendment	Amended Budget
001-119-4120	31,500,000	(500,000)	31,000,000
613-201-4120	5,200,000	500,000	5,700,000

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

PASSED this 24th day of November, 2026.

Approved:

_____
Mayor Bart Castleberry

Attest:

_____
Denise Hurd
City Clerk/Treasurer

City of Conway, Arkansas
Ordinance No. O-26-_____

AN ORDINANCE APPROPRIATING FUNDS FOR EMPLOYEE APPRECIATION BONUSES; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

Whereas, The City Council of the City of Conway would like to recognize the efforts of full time and part time city employees through the award of an employee appreciation bonus, for which funding must be provided.

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

Section 1: The City of Conway shall appropriate $380,000 from Fund Balance Appropriation Accounts to the salary accounts for each department in order to provide an expression of appreciation to all full time employees in the net amount of $500 and all part time employees in the net amount of $250. Each fund will bear the cost of bonuses for employees, as follows:

General Fund - $304,000
Street Fund - $19,000
Sanitation Enterprise Fund - $53,000
Airport Fund - $4,000

To receive a bonus, employees must be hired prior to the last full pay period in November and must be actively employed on the date of distribution. Employees pending termination will not receive any appreciation bonus.

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

Section 3. This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 24th day of November, 2026.

Approved:

_____
Mayor Bart Castleberry

Attest:

_____
Denise Hurd
City Clerk/Treasurer

City of Conway
Human Resources Department
City Hall
1111 Main Street
Conway, Arkansas 72032
www.cityofconway.org

Date: November 20, 2026

To: Mayor Bart Castleberry

Cc:

David Grimes	Theo Jones	Spencer Hawks
Andy Hawkins	Mark Ledbetter	AJ Regester
Shelia Isby	Shelley Mehl	

From: Lisa Mabry-Williams

Subject: 2027 Health and Dental Benefits

We respectively request that you approve our contract with Arkansas Blue Cross and Blue Shield to provide health and dental benefits to City of Conway employees and retirees for the 2027 plan year.

We also request that the premium increase be distributed between the city and the employees in such a way that the percentage the city and the employees contribute to the premiums remains unchanged for the 2027 plan year.

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