

Mayor Bart Castleberry

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 – Drew Spurgers  
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

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**Tuesday, May 13<sup>th</sup>, 2025 City Council Agenda**  
Conway Municipal Building, City Council Chambers

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**5:30 pm Committee:**

No Committee Meeting

**6:00 pm:**

City Council Meeting

**Call to Order:**

Bart Castleberry, Mayor

**Roll Call:**

Denise Hurd, Clerk/Treasurer

**Minutes Approval:**

April 22<sup>nd</sup>, 2025

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**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 May 13<sup>th</sup>, City Council agenda.
2. Ordinance to approve the Conway Water Revenue Improvement Bond for Conway Corporation.
3. Ordinance to appropriate donation funds for the Conway Tree Board.
4. Resolution to request to place a lien on property located at 3448 Richards Ct. for the Public Works Department.
5. Resolution to authorize the purchase of property for the East Oak St. and East German Lane Intersection Improvement Project for the Transportation Department.
6. Resolution to approve the bid for intersection improvements at Dave Ward Dr. and Hogan Lane for the Transportation Department.
7. Ordinance to rezone property located at the southern 330 feet of 2011 Meadowlake Rd from R-1 and C-2 to R-2.
8. Ordinance to rezone ±6.96 acres of property located at the intersection of Donnell Ridge Rd and Old Military Rd from R-1 to R-2.
9. Consideration to approve a conditional use permit to allow Home Occupation (beauty shop service) in the R-1 zone for property located at 9 Water Oak Dr.

**B. Public Safety Committee (Police, Fire, District Court, IT, CEOC, City Attorney)**

1. Consideration to approve the retirement of a canine from inventory for the Conway Police Department.
2. Ordinance appropriating reimbursement funds for the Conway Police Department.

***Adjournment***

**City of Conway, Arkansas**  
**Office of the Mayor**

# Memo:

**To:** Mayor Bart Castleberry  
**CC:** City Council Members  
  
**From:** Felicia Rogers  
**Date:** May 9<sup>th</sup>, 2025  
**Re:** May 13<sup>th</sup>, 2025 City Council Agenda

The following ordinances are included on the May 13<sup>th</sup>, 2025 City Council Agenda for consideration of waiving the three readings of each ordinance:

1. A-2 - Ordinance to approve the Conway Water Revenue Improvement Bond for Conway Corporation.
2. A-3 - Ordinance to appropriate donation funds for the Conway Tree Board.
3. A-7 - Ordinance to rezone property located at the southern 330 feet of 2011 Meadowlake Rd from R-1 and C-2 to R-2.
4. A-8 - Ordinance to rezone ±6.96 acres of property located at the intersection of Donnell Ridge Rd and Old Military Rd from R-1 to R-2.
5. B-2 - Ordinance appropriating reimbursement funds for the Conway Police Department.

**ORDINANCE NO. O-25-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED \$8,267,870 WATER REVENUE IMPROVEMENT BOND, SERIES 2025, BY THE CITY FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF CONSTRUCTING AND EQUIPPING CERTAIN WATER SYSTEM IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL, INTEREST AND SERVICING FEE ON THE BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BOND; 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, has 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, and in order to secure funds necessary to pay or reimburse all or a portion of the remaining costs of the Project, and the costs incident to the issuance of bonds to finance the costs of said Project, upon the most favorable terms to the City and the users of the System, the City has made arrangements for the sale of 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, as purchaser (the “Bondholder”), at a price of par; and

**WHEREAS**, the Series 2025 Bond shall bear interest at the rate of three percent (3.00%) per annum, pursuant to a Bond Purchase Agreement (the “Bond Purchase Agreement”) among the City, the Bondholder and the Arkansas Natural Resources Commission (the “Commission”), which Bond Purchase Agreement has been presented to and is before this meeting; and

**WHEREAS**, the City will also be required to pay to the Arkansas Development Finance Authority, as servicer with respect to the Series 2025 Bond (the “Servicer”), a monthly servicing fee equal to one percent (1.00%) per annum of the outstanding principal amount of the Series 2025 Bond (the “Servicing Fee”);

**WHEREAS**, an open public hearing on the question of the issuance of the Series 2025 Bond and the financing of the Project has been 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;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Conway, Arkansas that:

**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, such Series 2025 Bond to bear interest at the rate of 3.00% per annum and to be subject to a Servicing Fee of 1.00% per annum and otherwise to be subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby approved and the Series 2025 Bond is hereby sold to the Bondholder. The Mayor is hereby authorized and



directed to execute and deliver the Bond Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Bond Purchase Agreement. The Bond Purchase Agreement 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.

**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, a City of Conway, Arkansas Water Revenue Improvement Bond, Series 2025 (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), is hereby authorized and ordered issued, the proceeds of the sale of which 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 Series 2025 Bond shall be dated the date of its delivery to the Bondholder. Interest and the Servicing Fee shall be payable monthly commencing on the 1<sup>st</sup> day of the month following the issuance of the Series 2025 Bond and continuing on the 1<sup>st</sup> day of each month thereafter through and including October 1, 2026. Principal, interest and the Servicing Fee shall be payable on November 1, 2026, and on the 1<sup>st</sup> day of each month thereafter until the unpaid principal is paid in full as follows:

<b>Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Servicing Fee</b>	<b>Principal</b>
November 1, 2026	\$ 50,101.67	\$ 20,669.67	\$ 6,889.89	\$ 22,542.11
December 1, 2026	50,101.67	20,613.32	6,871.11	22,617.24
January 1, 2027	50,101.67	20,556.78	6,852.26	22,692.63
February 1, 2027	50,101.67	20,500.05	6,833.35	22,768.27
March 1, 2027	50,101.67	20,443.12	6,814.37	22,844.18
April 1, 2027	50,101.67	20,386.01	6,795.34	22,920.32
May 1, 2027	50,101.67	20,328.71	6,776.24	22,996.72
June 1, 2027	50,101.67	20,271.22	6,757.07	23,073.38
July 1, 2027	50,101.67	20,213.54	6,737.85	23,150.28
August 1, 2027	50,101.67	20,155.66	6,718.55	23,227.46

<b>Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Servicing Fee</b>	<b>Principal</b>
September 1, 2027	\$ 50,101.67	\$ 20,097.59	\$ 6,699.20	\$ 23,304.88
October 1, 2027	50,101.67	20,039.33	6,679.78	23,382.56
November 1, 2027	50,101.67	19,980.87	6,660.29	23,460.51
December 1, 2027	50,101.67	19,922.22	6,640.74	23,538.71
January 1, 2028	50,101.67	19,863.38	6,621.13	23,617.16
February 1, 2028	50,101.67	19,804.33	6,601.44	23,695.90
March 1, 2028	50,101.67	19,745.09	6,581.70	23,774.88
April 1, 2028	50,101.67	19,685.66	6,561.89	23,854.12
May 1, 2028	50,101.67	19,626.02	6,542.01	23,933.64
June 1, 2028	50,101.67	19,566.19	6,522.06	24,013.42
July 1, 2028	50,101.67	19,506.15	6,502.05	24,093.47
August 1, 2028	50,101.67	19,445.92	6,481.97	24,173.78
September 1, 2028	50,101.67	19,385.49	6,461.83	24,254.35
October 1, 2028	50,101.67	19,324.85	6,441.62	24,335.20
November 1, 2028	50,101.67	19,264.01	6,421.34	24,416.32
December 1, 2028	50,101.67	19,202.97	6,400.99	24,497.71
January 1, 2029	50,101.67	19,141.73	6,380.58	24,579.36
February 1, 2029	50,101.67	19,080.28	6,360.09	24,661.30
March 1, 2029	50,101.67	19,018.63	6,339.54	24,743.50
April 1, 2029	50,101.67	18,956.77	6,318.92	24,825.98
May 1, 2029	50,101.67	18,894.70	6,298.23	24,908.74
June 1, 2029	50,101.67	18,832.43	6,277.48	24,991.76
July 1, 2029	50,101.67	18,769.95	6,256.65	25,075.07
August 1, 2029	50,101.67	18,707.26	6,235.75	25,158.66
September 1, 2029	50,101.67	18,644.37	6,214.79	25,242.51
October 1, 2029	50,101.67	18,581.26	6,193.75	25,326.66
November 1, 2029	50,101.67	18,517.94	6,172.65	25,411.08
December 1, 2029	50,101.67	18,454.42	6,151.47	25,495.78
January 1, 2030	50,101.67	18,390.68	6,130.23	25,580.76

<b>Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Servicing Fee</b>	<b>Principal</b>
February 1, 2030	\$ 50,101.67	\$ 18,326.72	\$ 6,108.91	\$ 25,666.04
March 1, 2030	50,101.67	18,262.56	6,087.52	25,751.59
April 1, 2030	50,101.67	18,198.18	6,066.06	25,837.43
May 1, 2030	50,101.67	18,133.59	6,044.53	25,923.55
June 1, 2030	50,101.67	18,068.78	6,022.93	26,009.96
July 1, 2030	50,101.67	18,003.75	6,001.25	26,096.67
August 1, 2030	50,101.67	17,938.51	5,979.50	26,183.66
September 1, 2030	50,101.67	17,873.05	5,957.68	26,270.94
October 1, 2030	50,101.67	17,807.37	5,935.79	26,358.51
November 1, 2030	50,101.67	17,741.48	5,913.83	26,446.36
December 1, 2030	50,101.67	17,675.36	5,891.79	26,534.52
January 1, 2031	50,101.67	17,609.03	5,869.68	26,622.96
February 1, 2031	50,101.67	17,542.47	5,847.49	26,711.71
March 1, 2031	50,101.67	17,475.69	5,825.23	26,800.75
April 1, 2031	50,101.67	17,408.69	5,802.90	26,890.08
May 1, 2031	50,101.67	17,341.46	5,780.49	26,979.72
June 1, 2031	50,101.67	17,274.01	5,758.00	27,069.66
July 1, 2031	50,101.67	17,206.34	5,735.45	27,159.88
August 1, 2031	50,101.67	17,138.44	5,712.81	27,250.42
September 1, 2031	50,101.67	17,070.31	5,690.10	27,341.26
October 1, 2031	50,101.67	17,001.96	5,667.32	27,432.39
November 1, 2031	50,101.67	16,933.38	5,644.46	27,523.83
December 1, 2031	50,101.67	16,864.57	5,621.52	27,615.58
January 1, 2032	50,101.67	16,795.53	5,598.51	27,707.63
February 1, 2032	50,101.67	16,726.26	5,575.42	27,799.99
March 1, 2032	50,101.67	16,656.76	5,552.25	27,892.66
April 1, 2032	50,101.67	16,587.03	5,529.01	27,985.63
May 1, 2032	50,101.67	16,517.07	5,505.69	28,078.91
June 1, 2032	50,101.67	16,446.87	5,482.29	28,172.51

<b>Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Servicing Fee</b>	<b>Principal</b>
July 1, 2032	\$ 50,101.67	\$ 16,376.44	\$ 5,458.81	\$ 28,266.42
August 1, 2032	50,101.67	16,305.77	5,435.26	28,360.64
September 1, 2032	50,101.67	16,234.87	5,411.62	28,455.18
October 1, 2032	50,101.67	16,163.73	5,387.91	28,550.03
November 1, 2032	50,101.67	16,092.36	5,364.12	28,645.19
December 1, 2032	50,101.67	16,020.74	5,340.25	28,740.68
January 1, 2033	50,101.67	15,948.89	5,316.30	28,836.48
February 1, 2033	50,101.67	15,876.80	5,292.27	28,932.60
March 1, 2033	50,101.67	15,804.47	5,268.16	29,029.04
April 1, 2033	50,101.67	15,731.90	5,243.97	29,125.80
May 1, 2033	50,101.67	15,659.08	5,219.69	29,222.90
June 1, 2033	50,101.67	15,586.02	5,195.34	29,320.31
July 1, 2033	50,101.67	15,512.72	5,170.91	29,418.04
August 1, 2033	50,101.67	15,439.18	5,146.39	29,516.10
September 1, 2033	50,101.67	15,365.39	5,121.80	29,614.48
October 1, 2033	50,101.67	15,291.35	5,097.12	29,713.20
November 1, 2033	50,101.67	15,217.07	5,072.36	29,812.24
December 1, 2033	50,101.67	15,142.54	5,047.51	29,911.62
January 1, 2034	50,101.67	15,067.76	5,022.59	30,011.32
February 1, 2034	50,101.67	14,992.73	4,997.58	30,111.36
March 1, 2034	50,101.67	14,917.45	4,972.48	30,211.74
April 1, 2034	50,101.67	14,841.92	4,947.31	30,312.44
May 1, 2034	50,101.67	14,766.14	4,922.05	30,413.48
June 1, 2034	50,101.67	14,690.11	4,896.70	30,514.86
July 1, 2034	50,101.67	14,613.82	4,871.27	30,616.58
August 1, 2034	50,101.67	14,537.28	4,845.76	30,718.63
September 1, 2034	50,101.67	14,460.48	4,820.16	30,821.03
October 1, 2034	50,101.67	14,383.43	4,794.48	30,923.76
November 1, 2034	50,101.67	14,306.12	4,768.71	31,026.84

<b>Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Servicing Fee</b>	<b>Principal</b>
December 1, 2034	\$ 50,101.67	\$ 14,228.55	\$ 4,742.85	\$ 31,130.27
January 1, 2035	50,101.67	14,150.73	4,716.91	31,234.03
February 1, 2035	50,101.67	14,072.64	4,690.88	31,338.15
March 1, 2035	50,101.67	13,994.30	4,664.77	31,442.60
April 1, 2035	50,101.67	13,915.69	4,638.56	31,547.42
May 1, 2035	50,101.67	13,836.82	4,612.27	31,652.58
June 1, 2035	50,101.67	13,757.69	4,585.90	31,758.08
July 1, 2035	50,101.67	13,678.30	4,559.43	31,863.94
August 1, 2035	50,101.67	13,598.64	4,532.88	31,970.15
September 1, 2035	50,101.67	13,518.71	4,506.24	32,076.72
October 1, 2035	50,101.67	13,438.52	4,479.51	32,183.64
November 1, 2035	50,101.67	13,358.06	4,452.69	32,290.92
December 1, 2035	50,101.67	13,277.33	4,425.78	32,398.56
January 1, 2036	50,101.67	13,196.34	4,398.78	32,506.55
February 1, 2036	50,101.67	13,115.07	4,371.69	32,614.91
March 1, 2036	50,101.67	13,033.53	4,344.51	32,723.63
April 1, 2036	50,101.67	12,951.72	4,317.24	32,832.71
May 1, 2036	50,101.67	12,869.64	4,289.88	32,942.15
June 1, 2036	50,101.67	12,787.29	4,262.43	33,051.95
July 1, 2036	50,101.67	12,704.66	4,234.89	33,162.12
August 1, 2036	50,101.67	12,621.75	4,207.25	33,272.67
September 1, 2036	50,101.67	12,538.57	4,179.52	33,383.58
October 1, 2036	50,101.67	12,455.11	4,151.70	33,494.86
November 1, 2036	50,101.67	12,371.37	4,123.79	33,606.51
December 1, 2036	50,101.67	12,287.36	4,095.79	33,718.52
January 1, 2037	50,101.67	12,203.06	4,067.69	33,830.92
February 1, 2037	50,101.67	12,118.48	4,039.49	33,943.70
March 1, 2037	50,101.67	12,033.63	4,011.21	34,056.83
April 1, 2037	50,101.67	11,948.48	3,982.83	34,170.36

<b>Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Servicing Fee</b>	<b>Principal</b>
May 1, 2037	\$ 50,101.67	\$ 11,863.06	\$ 3,954.35	\$ 34,284.26
June 1, 2037	50,101.67	11,777.35	3,925.78	34,398.54
July 1, 2037	50,101.67	11,691.35	3,897.12	34,513.20
August 1, 2037	50,101.67	11,605.07	3,868.36	34,628.24
September 1, 2037	50,101.67	11,518.50	3,839.50	34,743.67
October 1, 2037	50,101.67	11,431.64	3,810.55	34,859.48
November 1, 2037	50,101.67	11,344.49	3,781.50	34,975.68
December 1, 2037	50,101.67	11,257.05	3,752.35	35,092.27
January 1, 2038	50,101.67	11,169.32	3,723.11	35,209.24
February 1, 2038	50,101.67	11,081.30	3,693.77	35,326.60
March 1, 2038	50,101.67	10,992.98	3,664.33	35,444.36
April 1, 2038	50,101.67	10,904.37	3,634.79	35,562.51
May 1, 2038	50,101.67	10,815.46	3,605.15	35,681.06
June 1, 2038	50,101.67	10,726.26	3,575.42	35,799.99
July 1, 2038	50,101.67	10,636.76	3,545.59	35,919.32
August 1, 2038	50,101.67	10,546.96	3,515.65	36,039.06
September 1, 2038	50,101.67	10,456.86	3,485.62	36,159.19
October 1, 2038	50,101.67	10,366.47	3,455.49	36,279.71
November 1, 2038	50,101.67	10,275.77	3,425.26	36,400.64
December 1, 2038	50,101.67	10,184.76	3,394.92	36,521.99
January 1, 2039	50,101.67	10,093.46	3,364.49	36,643.72
February 1, 2039	50,101.67	10,001.85	3,333.95	36,765.87
March 1, 2039	50,101.67	9,909.94	3,303.31	36,888.42
April 1, 2039	50,101.67	9,817.71	3,272.57	37,011.39
May 1, 2039	50,101.67	9,725.19	3,241.73	37,134.75
June 1, 2039	50,101.67	9,632.35	3,210.78	37,258.54
July 1, 2039	50,101.67	9,539.20	3,179.73	37,382.74
August 1, 2039	50,101.67	9,445.75	3,148.58	37,507.34
September 1, 2039	50,101.67	9,351.98	3,117.33	37,632.36

<b>Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Servicing Fee</b>	<b>Principal</b>
October 1, 2039	\$ 50,101.67	\$ 9,257.90	\$ 3,085.97	\$ 37,757.80
November 1, 2039	50,101.67	9,163.50	3,054.50	37,883.67
December 1, 2039	50,101.67	9,068.79	3,022.93	38,009.95
January 1, 2040	50,101.67	8,973.77	2,991.26	38,136.64
February 1, 2040	50,101.67	8,878.43	2,959.48	38,263.76
March 1, 2040	50,101.67	8,782.77	2,927.59	38,391.31
April 1, 2040	50,101.67	8,686.79	2,895.60	38,519.28
May 1, 2040	50,101.67	8,590.49	2,863.50	38,647.68
June 1, 2040	50,101.67	8,493.87	2,831.29	38,776.51
July 1, 2040	50,101.67	8,396.93	2,798.98	38,905.76
August 1, 2040	50,101.67	8,299.67	2,766.56	39,035.44
September 1, 2040	50,101.67	8,202.08	2,734.03	39,165.56
October 1, 2040	50,101.67	8,104.16	2,701.39	39,296.12
November 1, 2040	50,101.67	8,005.92	2,668.64	39,427.11
December 1, 2040	50,101.67	7,907.36	2,635.79	39,558.52
January 1, 2041	50,101.67	7,808.46	2,602.82	39,690.39
February 1, 2041	50,101.67	7,709.23	2,569.74	39,822.70
March 1, 2041	50,101.67	7,609.68	2,536.56	39,955.43
April 1, 2041	50,101.67	7,509.79	2,503.26	40,088.62
May 1, 2041	50,101.67	7,409.57	2,469.86	40,222.24
June 1, 2041	50,101.67	7,309.01	2,436.34	40,356.32
July 1, 2041	50,101.67	7,208.12	2,402.71	40,490.84
August 1, 2041	50,101.67	7,106.89	2,368.96	40,625.82
September 1, 2041	50,101.67	7,005.33	2,335.11	40,761.23
October 1, 2041	50,101.67	6,903.42	2,301.14	40,897.11
November 1, 2041	50,101.67	6,801.18	2,267.06	41,033.43
December 1, 2041	50,101.67	6,698.60	2,232.87	41,170.20
January 1, 2042	50,101.67	6,595.67	2,198.56	41,307.44
February 1, 2042	50,101.67	6,492.40	2,164.13	41,445.14

<b>Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Servicing Fee</b>	<b>Principal</b>
March 1, 2042	\$ 50,101.67	\$ 6,388.79	\$ 2,129.60	\$ 41,583.28
April 1, 2042	50,101.67	6,284.83	2,094.94	41,721.90
May 1, 2042	50,101.67	6,180.53	2,060.18	41,860.96
June 1, 2042	50,101.67	6,075.88	2,025.29	42,000.50
July 1, 2042	50,101.67	5,970.88	1,990.29	42,140.50
August 1, 2042	50,101.67	5,865.52	1,955.17	42,280.98
September 1, 2042	50,101.67	5,759.82	1,919.94	42,421.91
October 1, 2042	50,101.67	5,653.77	1,884.59	42,563.31
November 1, 2042	50,101.67	5,547.36	1,849.12	42,705.19
December 1, 2042	50,101.67	5,440.60	1,813.53	42,847.54
January 1, 2043	50,101.67	5,333.48	1,777.83	42,990.36
February 1, 2043	50,101.67	5,226.00	1,742.00	43,133.67
March 1, 2043	50,101.67	5,118.17	1,706.06	43,277.44
April 1, 2043	50,101.67	5,009.97	1,669.99	43,421.71
May 1, 2043	50,101.67	4,901.42	1,633.81	43,566.44
June 1, 2043	50,101.67	4,792.50	1,597.50	43,711.67
July 1, 2043	50,101.67	4,683.22	1,561.07	43,857.38
August 1, 2043	50,101.67	4,573.58	1,524.53	44,003.56
September 1, 2043	50,101.67	4,463.57	1,487.86	44,150.24
October 1, 2043	50,101.67	4,353.20	1,451.07	44,297.40
November 1, 2043	50,101.67	4,242.45	1,414.15	44,445.07
December 1, 2043	50,101.67	4,131.34	1,377.11	44,593.22
January 1, 2044	50,101.67	4,019.86	1,339.95	44,741.86
February 1, 2044	50,101.67	3,908.00	1,302.67	44,891.00
March 1, 2044	50,101.67	3,795.77	1,265.26	45,040.64
April 1, 2044	50,101.67	3,683.17	1,227.72	45,190.78
May 1, 2044	50,101.67	3,570.20	1,190.07	45,341.40
June 1, 2044	50,101.67	3,456.84	1,152.28	45,492.55
July 1, 2044	50,101.67	3,343.11	1,114.37	45,644.19



<b>Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Servicing Fee</b>	<b>Principal</b>
August 1, 2044	\$ 50,101.67	\$ 3,229.00	\$ 1,076.33	\$ 45,796.34
September 1, 2044	50,101.67	3,114.51	1,038.17	45,948.99
October 1, 2044	50,101.67	2,999.64	999.88	46,102.15
November 1, 2044	50,101.67	2,884.38	961.46	46,255.83
December 1, 2044	50,101.67	2,768.74	922.91	46,410.02
January 1, 2045	50,101.67	2,652.72	884.24	46,564.71
February 1, 2045	50,101.67	2,536.30	845.43	46,719.94
March 1, 2045	50,101.67	2,419.51	806.50	46,875.66
April 1, 2045	50,101.67	2,302.32	767.44	47,031.91
May 1, 2045	50,101.67	2,184.74	728.25	47,188.68
June 1, 2045	50,101.67	2,066.76	688.92	47,345.99
July 1, 2045	50,101.67	1,948.40	649.47	47,503.80
August 1, 2045	50,101.67	1,829.64	609.88	47,662.15
September 1, 2045	50,101.67	1,710.48	570.16	47,821.03
October 1, 2045	50,101.67	1,590.93	530.31	47,980.43
November 1, 2045	50,101.67	1,470.98	490.33	48,140.36
December 1, 2045	50,101.67	1,350.63	450.21	48,300.83
January 1, 2046	50,101.67	1,229.88	409.96	48,461.83
February 1, 2046	50,101.67	1,108.72	369.57	48,623.38
March 1, 2046	50,101.67	987.16	329.05	48,785.46
April 1, 2046	50,101.67	865.20	288.40	48,948.07
May 1, 2046	50,101.67	742.83	247.61	49,111.23
June 1, 2046	50,101.67	620.05	206.68	49,274.94
July 1, 2046	50,101.67	496.87	165.62	49,439.18
August 1, 2046	50,101.67	373.27	124.42	49,603.98
September 1, 2046	50,101.67	249.26	83.09	49,769.32
October 1, 2046	<u>50,100.24</u>	<u>124.83</u>	<u>41.61</u>	<u>49,933.80</u>
<b>TOTALS:</b>	<b><u>\$12,024,399.37</u></b>	<b><u>\$2,817,396.96</u></b>	<b><u>\$939,132.41</u></b>	<b><u>\$8,267,870.00</u></b>

The Series 2025 Bond shall be issued in the form of a single typewritten bond, registered as to both principal and interest, payable to the Bondholder, or registered assigns, as set forth hereinafter in the bond form, and shall be numbered R25-1.

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 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  
No. R25-1**

**United States of America**

**Registered  
\$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 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 1<sup>st</sup> day of the month following the issuance of this bond and continuing on the 1<sup>st</sup> day of each month thereafter through and including October 1, 2026. Principal, interest and the Servicing Fee shall be payable on November 1, 2026, and on the 1<sup>st</sup> 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. \_\_\_\_\_ of the City, duly adopted and approved on the \_\_\_\_ day of \_\_\_\_\_, 2025 (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 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 payment of the principal of and the interest and Servicing Fee on 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 the 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 authorize, and its corporate seal to be affixed hereto, all as of the 13<sup>th</sup> day of May, 2025.

**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

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

**Section 7.** 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 8.** 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 9.** 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 10.** (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 11.** After making the payments and deposits required by Section 10 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 1<sup>st</sup> day of the month following the issuance of the Series 2025 Bond and continuing on the 1<sup>st</sup> 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 12.** (a) After making the payments and deposits required by Sections 10 and 11 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, 10, 11 and 12(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 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 13.** 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 14.** 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 15.** 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 16.** 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 17.** When the Series 2025 Bond has been executed by the Mayor and City Clerk and the seal of the City impressed thereon as herein provided, they shall be delivered to the Bondholder upon the payment of all or a portion of the purchase price in accordance with the Bond Purchase Agreement. The purchase price shall be deposited, as and when received, in a special account of the City hereby created 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”). 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 18.** 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 19.** 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 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 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 21.** 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 22.** 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 to effect the execution and delivery of the Bond Purchase Agreement, 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 23.** References in this Ordinance to “Bondholder” shall include the original Bondholder or any registered assign thereof.

**Section 24.** Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the issuance and sale of the Series 2025 Bond.

**Section 25.** 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 26.** All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**Section 27.** It is hereby found and determined that there is an urgent need to finance the construction and equipping of the Project, and in order to achieve the financing thereof on the most favorable payment terms, it is necessary to enter to the Bond Purchase Agreement as soon as possible. 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.

ADOPTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(S E A L)



City of Conway, Arkansas

Ordinance No. O-25- \_\_\_\_\_

**AN ORDINANCE ACCEPTING AND APPROPRIATING DONATION FUNDS FOR THE CONWAY TREE BOARD;**

**Whereas**, donations in the amount of \$5,000.00 from Conway Corporation have been received in support of the Conway Tree Board; and

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

**Section 1:** The City of Conway, Arkansas, shall accept donation funds in the amount of \$5,000.00 and appropriate said funds from the Donation Account (260-000-4705) to the Tree Board Expense Account (260-000-5430).

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

**PASSED** this 13<sup>th</sup> day of May 2025.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

\_\_\_\_\_  
**Denise Hurd**  
**City Clerk/Treasurer**



**City of Conway, Arkansas**  
**Resolution No. R-25-\_\_\_\_\_**

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

**Whereas**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **3448 RICHARDS CT.**, within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**Whereas**, State law also provides for a lien against the subject property, with the amount of the lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount of \$419.74 (\$354.31 + Penalty \$35.43 + filing fee \$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**Whereas**, a hearing for the purpose of determining such a lien has been set for **May 13<sup>th</sup>, 2025** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 13<sup>th</sup> day of May, 2025.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

\_\_\_\_\_  
**Denise Hurd**  
**City Clerk/Treasurer**

**City of Conway**  
**Code Enforcement &**  
**Public Works**  
822 Locust Ave  
Conway, Arkansas 72034  
[www.conwayarkansas.gov](http://www.conwayarkansas.gov)



Phone 501-450-6191  
Fax 501-450-6144

Deborah Hamborah  
P.O Box 54  
Alexander, AR 72002

Parcel # 710-04904-000

**RE: Nuisance Abatement at 3448 Richards Ct., Conway AR**  
**Cost of Clean-Up, Amount Due: \$354.31**

To whom it may concern:

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

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

At its **May 13th, 2025 Meeting**, 6:00 p.m. located at 1111 Main Street, the City Council will conduct a public hearing on three items:

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

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **822 Locust Ave Conway Arkansas 72034** with the **attention** to **Lily Couch**. If you have any questions, please feel free to call me at 501-450-6191.

Respectfully,

City of Conway  
Code Enforcement



# INVOICE

**City of Conway**  
**Code Enforcement &**  
**Public Works Dept.**

DATE: APRIL 3<sup>RD</sup>, 2025

822 Locust Ave.  
Conway, AR 72034  
Phone: 501-450-6191  
Fax 501-450-6144  
Lily.couch@conwayarkansas.gov

TO Deborah Hamborah  
P.O Box 54  
Alexander, AR 72002

Description: Mowing/Clean-up/Admin Fees  
associated with the nuisance abatement at  
3448 Richards Ct., Conway, Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Michael Davis	710-04904-000		May 13th, 2025

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
5	MOWING & DEBRIS REMOVAL BY C.E.P.P.	33.40	167.00
	Sanitation Ticket #939799	32.63	32.63
	Sanitation Ticket #939751	32.63	32.63
	Sanitation Ticket #939851	32.63	32.63
	Sanitation Ticket #939822	32.63	32.63
	Sanitation Ticket #939870	32.63	32.63
1	Administrative Fee (Code Officer)	17.46	17.46
2	Regular Letter	.55	1.10
1	Certified Letter	5.60	5.60
	(10% penalty + \$30.00 filing fees= \$65.43)		
TOTAL			\$354.31
TOTAL WITH PENALTY & FILING FEES			\$419.74

- Total amount due after May 13th, 2025 includes collection penalty & filing fees

Make all checks payable to City of Conway Code Enforcement at 822 Locust Ave. Conway Arkansas 72034



## CODE CASE HISTORY REPORT RESPROP-0225-0102 FOR CITY OF CONWAY

Changed On	User	Description	Before	After	Additional Info
02/10/2025	Michael Davis	Code Case added			Code Case (RESPROP-0225-0102)
02/10/2025	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0225-0102)
	Michael Davis	Code Case Workflow Step Start Date	[none]	2/10/2025	Code Case Workflow Step (Notice of Violation)
	Michael Davis	Step Workflow Status	Not Started	Started	Code Case Workflow Step (Notice of Violation)
	Michael Davis	Inspection added			Inspection ([Auto])
	Michael Davis	Action Workflow Status	Not Started	Failed	Code Case Workflow Step Action (Property Maintenance Follow-up Investigation)
	Michael Davis	Step Workflow Status	Not Started	Started	Code Case Workflow Step (Violations)
	Michael Davis	Code Case Workflow Step Action added			Code Case Workflow Step Action (3.2.1 Sanitation)
	Michael Davis	Code Case Workflow Step Action added			Code Case Workflow Step Action (3.2.4 Grass or Weeds)
	Michael Davis	Code Case Workflow Step Action added			Code Case Workflow Step Action (3.2.5 Rodent Harborage)
	Michael Davis	Code Case Workflow Step Action added			Code Case Workflow Step Action (3.2.8 Motor Vehicles)
	Michael Davis	Code Case Workflow Step Action added			Code Case Workflow Step Action (3.5.1 Accumulation of Rubbish or Garbage)
	Michael Davis	Code Case Workflow Step Action added			Code Case Workflow Step Action (3.5.3 Appliance/Furniture)
	Michael Davis	Code Case Workflow Step Action added			Code Case Workflow Step Action (4.1.3 Illustrative Enumeration of a Nuisance (A-O))
	Michael Davis	Code Case Workflow Step Action added			Code Case Workflow Step Action (4.1.3(J) (Stagnant Water))
	Michael Davis	Code Case Workflow Step Action added			Code Case Workflow Step Action (4.1.3.(B) (Tires))
02/10/2025	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0225-0102)
02/10/2025	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0225-0102)
02/10/2025	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0225-0102)
02/10/2025	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0225-0102)
03/11/2025	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0225-0102)
	Michael Davis	Code Case Workflow Step Start Date	[none]	3/11/2025	Code Case Workflow Step (Letter Phase)
	Michael Davis	Step Workflow Status	Not Started	Started	Code Case Workflow Step (Letter Phase)
	Michael Davis	Inspection added			Inspection ([Auto])
	Michael Davis	Action Workflow Status	Not Started	Failed	Code Case Workflow Step Action (Code Enforcement Final Investigation)
	Michael Davis	Violation Compliance Date	2/17/2025	3/18/2025	Violation (4.1.3(J) Stagnant Water)
	Michael Davis	Violation Compliance Date	2/17/2025	3/18/2025	Violation (3.5.3 Appliance/Furniture)
	Michael Davis	Violation Compliance Date	2/17/2025	3/18/2025	Violation (3.5.1 Accumulation of Rubbish or Garbage)
	Michael Davis	Violation Compliance Date	2/17/2025	3/18/2025	Violation (3.2.1 Sanitation)
	Michael Davis	Violation Compliance Date	2/17/2025	3/18/2025	Violation (3.2.8 Motor Vehicles)
	Michael Davis	Violation Compliance Date	2/17/2025	3/18/2025	Violation (3.2.5 Rodent Harborage)
	Michael Davis	Violation Compliance Date	2/17/2025	3/18/2025	Violation (4.1.3 Illustrative Enumeration of a Nuisance (A-O))
	Michael Davis	Violation Compliance Date	2/17/2025	3/18/2025	Violation (3.2.4 Grass or Weeds)

# CODE CASE HISTORY REPORT RESPROP-0225-0102

Changed On	User	Description	Before	After	Additional Info
	Michael Davis	Violation Compliance Date	2/17/2025	3/18/2025	Violation (4.1.3(B) Tires)
03/11/2025	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0225-0102)
04/01/2025	Michael Davis	Code Case Status	Open	Schedule City Clean up	Code Case (RESPROP-0225-0102)
	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0225-0102)
04/10/2025	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0225-0102)
	Michael Davis	Inspection Actual Arrival Date	3/11/2025	[none]	Inspection (ICODE-0953-2025)
	Michael Davis	Inspection Status	In Violation	City Cleanup Performed	Inspection (ICODE-0953-2025)
	Michael Davis	Action Workflow Status	Failed	Started	Code Case Workflow Step Action (Code Enforcement Final Investigation)
	Michael Davis	Inspection Actual Arrival Date	2/10/2025	[none]	Inspection (ICODE-0536-2025)
	Michael Davis	Inspection Status	In Violation	City Cleanup Performed	Inspection (ICODE-0536-2025)
	Michael Davis	Action Workflow Status	Failed	Started	Code Case Workflow Step Action (Property Maintenance Follow-up Investigation)
	Michael Davis	Step Workflow Status	Started	Passed	Code Case Workflow Step (Violations)
	Michael Davis	Violation Resolved Date	[none]	4/10/2025	Violation (4.1.3(J) Stagnant Water)
	Michael Davis	Violation Status	In Violation	Resolved	Violation (4.1.3(J) Stagnant Water)
	Michael Davis	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (4.1.3(J) Stagnant Water))
	Michael Davis	Violation Resolved Date	[none]	4/10/2025	Violation (3.5.3 Appliance/Furniture)
	Michael Davis	Violation Status	In Violation	Resolved	Violation (3.5.3 Appliance/Furniture)
	Michael Davis	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (3.5.3 Appliance/Furniture)
	Michael Davis	Violation Resolved Date	[none]	4/10/2025	Violation (3.5.1 Accumulation of Rubbish or Garbage)
	Michael Davis	Violation Status	In Violation	Resolved	Violation (3.5.1 Accumulation of Rubbish or Garbage)
	Michael Davis	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (3.5.1 Accumulation of Rubbish or Garbage)
	Michael Davis	Violation Resolved Date	[none]	4/10/2025	Violation (3.2.1 Sanitation)
	Michael Davis	Violation Status	In Violation	Resolved	Violation (3.2.1 Sanitation)
	Michael Davis	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (3.2.1 Sanitation)
	Michael Davis	Violation Resolved Date	[none]	4/10/2025	Violation (3.2.8 Motor Vehicles)
	Michael Davis	Violation Status	In Violation	Resolved	Violation (3.2.8 Motor Vehicles)
	Michael Davis	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (3.2.8 Motor Vehicles)
	Michael Davis	Violation Resolved Date	[none]	4/10/2025	Violation (3.2.5 Rodent Harborage)
	Michael Davis	Violation Status	In Violation	Resolved	Violation (3.2.5 Rodent Harborage)
	Michael Davis	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (3.2.5 Rodent Harborage)
	Michael Davis	Violation Resolved Date	[none]	4/10/2025	Violation (4.1.3 Illustrative Enumeration of a Nuisance (A-O))
	Michael Davis	Violation Status	In Violation	Resolved	Violation (4.1.3 Illustrative Enumeration of a Nuisance (A-O))
	Michael Davis	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (4.1.3 Illustrative Enumeration of a Nuisance (A-O))
	Michael Davis	Violation Resolved Date	[none]	4/10/2025	Violation (3.2.4 Grass or Weeds)
	Michael Davis	Violation Status	In Violation	Resolved	Violation (3.2.4 Grass or Weeds)

# CODE CASE HISTORY REPORT RESPROP-0225-0102

Changed On	User	Description	Before	After	Additional Info
	Michael Davis	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (3.2.4 Grass or Weeds)
	Michael Davis	Violation Resolved Date	[none]	4/10/2025	Violation (4.1.3(B) Tires)
	Michael Davis	Violation Status	In Violation	Resolved	Violation (4.1.3(B) Tires)
	Michael Davis	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (4.1.3.(B) (Tires))
04/10/2025	Michael Davis	Date Closed	[none]	4/10/2025	Code Case (RESPROP-0225-0102)
	Michael Davis	Code Case Status	Schedule City Clean up	Closed - Resolved	Code Case (RESPROP-0225-0102)
	Michael Davis	Complete	No	Yes	Code Case (RESPROP-0225-0102)
	Michael Davis	Geo Rules Caller Type	None	Parcel	Code Case (RESPROP-0225-0102)

# CERTIFIED MAIL AND POSTAL MAIL TO PROPERTY OWNER OF 3448 RICHARDS COURT

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Alexander, AR 72002

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee):  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To Deborah Hamborah  
 Street and Apt. No., or PO Box No. PO Box 54  
 City, State, ZIP+4® Alexander AR 72002

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**City of Conway  
Code Enforcement  
822 Locust Ave  
Conway, AR 72034**

**TIME SENSITIVE**

Deborah Hamborah  
PO Box 54  
Alexander AR 72002

**City of Conway  
Code Enforcement  
822 Locust Ave  
Conway, AR 72034**

**FINAL NOTICE**

Deborah Hamborah  
PO Box 54  
Alexander AR 72002

**City of Conway  
Code Enforcement  
822 Locust Ave  
Conway, AR 72034**

**CERTIFIED MAIL**

**Retail**

**U.S. POSTAGE  
FCM LETTER  
CONWAY, AR  
MAR 12, 2025**

**\$9.68**

**FINAL NOTICE**

Deborah Hamborah  
PO Box 54  
Alexander AR 72002

**RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD**

**7200250054**

**U.S. POSTAGE  
FCM LETTER  
CONWAY, AR  
MAR 12, 2025**

**\$9.68**

**FINAL NOTICE**

Deborah Hamborah  
PO Box 54  
Alexander AR 72002

**RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD**

**7200250054**

**City of Conway  
Code Enforcement  
822 Locust Ave  
Conway, AR 72034**

**CERTIFIED MAIL**

**Retail**

**U.S. POSTAGE  
FCM LETTER  
CONWAY, AR  
APR 03, 2025**

**\$5.58**

**DEBORAH HAMBORAH  
P.O. BOX 54  
ALEXANDER, AR 72002**

**TIME SENSITIVE**

**RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD**

**7200250054**



**BEFORE PICTURES OF CLEAN UP AT 3448 RICHARDS COURT**





**AFTER PICTURES OF CLEAN UP AT 3448 RICHARDS COURT**





**City of Conway, Arkansas**  
**Resolution No. R-25-\_\_\_\_\_**

**A RESOLUTION TO AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 1945 EAST OAK STREET TO ALLOW IMPROVEMENTS TO THE INTERSECTION OF EAST OAK STREET AND EAST GERMAN LANE; AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway would like to improve the East Oak Street & East German Lane Intersection by adding dedicated right-turn lanes to the East German Lane legs of the intersection; and

**Whereas**, the proposed Intersection Improvement Project will significantly enhance the efficiency and safety of the intersection; and

**Whereas**, the City in partnership with a private developer needs to purchase property located at 1945 East Oak Street for the future improvements of the East Oak Street and East German Lane Intersection Improvement Project; and

**Whereas**, the property was appraised for \$448,000, and the City and the property owner have agreed to an amount of \$300,000 for the portion of the property to be utilized as right-of-way, with the City paying all closing costs; and

**Whereas**, the portion of the property to be retained by the City for right-of-way is approximately +/-0.27 acres; and

**Whereas**, funding for this project was budgeted in the Transportation 2025 budget.

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

**Section 1.** The City of Conway shall authorize the Mayor to enter into a contract agreement with Raymond S. Keathley, Jr. to purchase property located at 1945 East Oak Street in the amount of \$300,000, plus an estimated closing cost of \$5,000.

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

**PASSED** this 13<sup>th</sup> day of May, 2025.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

\_\_\_\_\_  
**Denise Hurd**  
**City Clerk/Treasurer**





**City of Conway, Arkansas  
Resolution No. R-25-\_\_\_\_**

**A RESOLUTION TO ALLOW THE CITY OF CONWAY TO ENTER INTO AN AGREEMENT FOR THE DAVE WARD AND HOGAN PROJECT FOR THE CONWAY DEPARTMENT OF TRANSPORTATION; AND OTHER PURPOSES**

**Whereas**, the City of Conway has solicited bids for the improvement of the intersection of Dave Ward Drive and Hogan Lane in Conway, AR; and

**Whereas**, the City of Conway received proposals from two (2) different firms; All Service Electric for the amount of \$210,534.50 and Shields & Associates, Inc. for the amount of \$513,090.71; and

**Whereas**, the City of Conway requests the Council approve the lowest bid from All Service Electric and allows the City to enter into contract for the amount stated above.

Whereas, funding for this project will come from the Pay as You Go budget.

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

**Section I:** The City of Conway accepts the lowest bid and enters into an agreement with All Service Electric for the improvement of the intersection of Dave Ward Drive and Hogan Lane in Conway, AR in the amount of \$210,534.50.

**Section II:** All ordinances in conflict herewith are repealed to that extent of the conflict.

**PASSED this 13<sup>th</sup> day of May 2025.**

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

\_\_\_\_\_  
**Denise Hurd  
City Clerk/Treasurer**



**City of Conway, Arkansas**  
**Ordinance No. O-25- \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CONWAY ZONING DISTRICT BOUNDARY MAP REFERENCED IN SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING CODE TO REZONE THE SOUTHERN 330 FEET OF 2011 MEADOWLAKE ROAD FROM R-1 AND C-2 TO R-2:**

**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 **April 21, 2025**, 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 **R-1** and **C-2** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 6 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 87 DEGREES 59 MINUTES 58 SECONDS EAST A DISTANCE OF 173.06 FEET, THENCE, LEAVING SAID NORTH LINE, SOUTH 01 DEGREES 34 MINUTES 56 SECONDS WEST A DISTANCE OF 660.69 FEET, THENCE NORTH 88 DEGREES 15 MINUTES 57 SECONDS WEST A DISTANCE OF 178.89 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE, ALONG SAID WEST LINE, NORTH 02 DEGREES 05 MINUTES 14 SECONDS EAST A DISTANCE OF 661.51 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE NORTHERN 330.75 FEET OF THE ABOVE-DESCRIBED PROPERTY.

to those of **R-2**, 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 13<sup>th</sup> date of May, 2025.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

\_\_\_\_\_  
**Denise Hurd**  
**City Clerk/Treasurer**



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

## MEMO

To: Mayor Bart Castleberry  
cc: City Council Members

From: Lori Quinn, 2025 Planning Commission Chairwoman  
Date: May 13, 2025

Re: Request to rezone the property located at the southern 330ft of 2011 Meadowlake Rd from R-1 and C-2 to R-2

---

Jason Jones, of Jason Jones, LLC, has requested to rezone property located at the southern 330ft of 2011 Meadowlake Rd from R-1 and C-2 to R-2, with the following legal description:

PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 6 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 87 DEGREES 59 MINUTES 58 SECONDS EAST A DISTANCE OF 173.06 FEET, THENCE, LEAVING SAID NORTH LINE, SOUTH 01 DEGREES 34 MINUTES 56 SECONDS WEST A DISTANCE OF 660.69 FEET, THENCE NORTH 88 DEGREES 15 MINUTES 57 SECONDS WEST A DISTANCE OF 178.89 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE, ALONG SAID WEST LINE, NORTH 02 DEGREES 05 MINUTES 14 SECONDS EAST A DISTANCE OF 661.51 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE NORTHERN 330.75 FEET OF THE ABOVE-DESCRIBED PROPERTY.

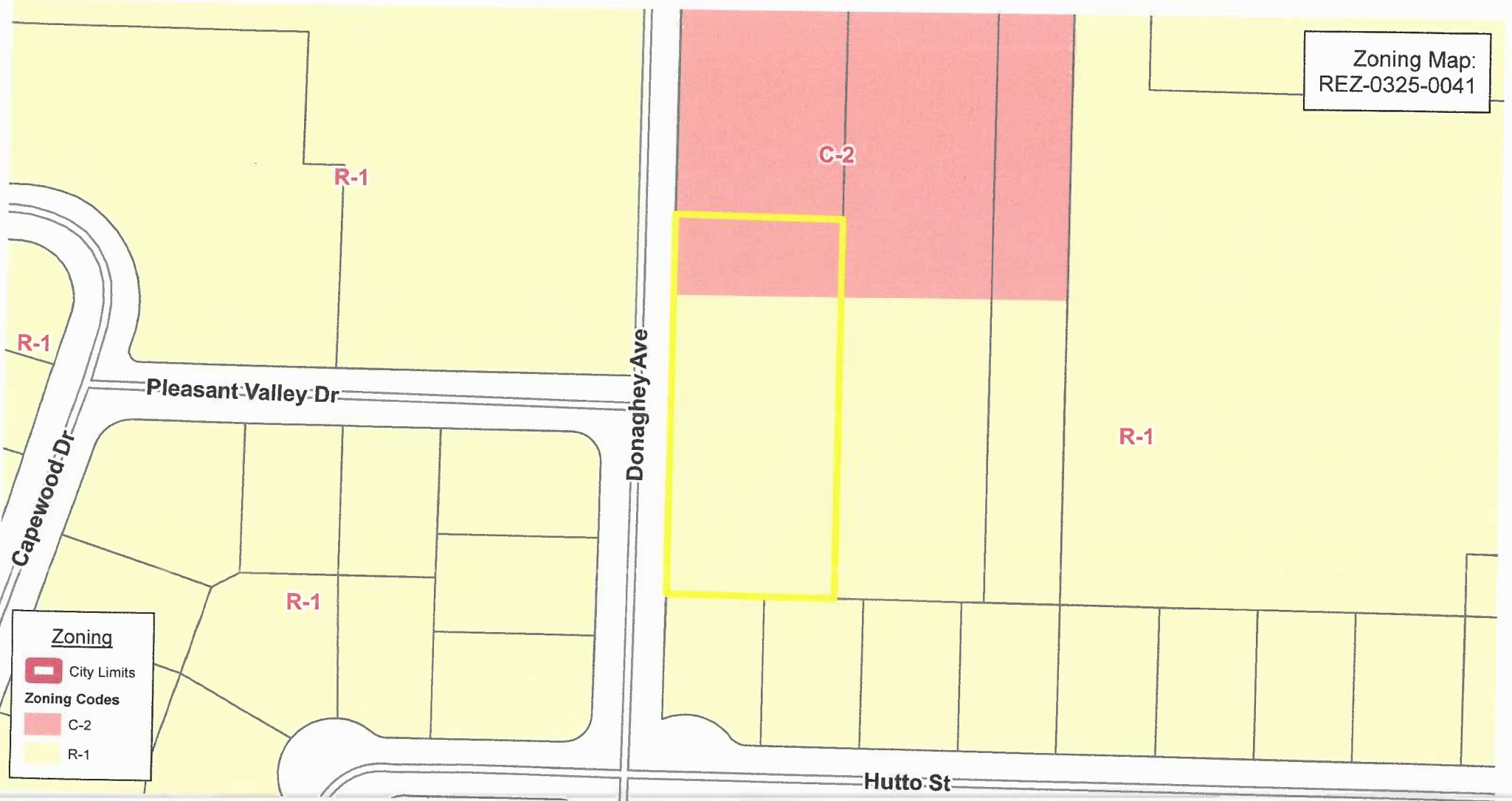
It is the intent of the applicant to rezone this portion of land from R-1 and C-2 (property is split-zoned) to R-2 for duplex development. Platting will be required and shall align with the City of Conway Subdivision Regulations and Conway Zoning Code. The Comprehensive Plan indicates all property south of Meadowlake Rd as Single-Family. North is a mixture of Multi-Family, Commercial, and Mixed-Use areas. The R-2 district encourages the same basic restrictions as the R-2A (Two-Family Residential District) and permits a slightly higher population density area for family living protected from all commercial and industrial activity.

There is currently a conditional use permit (No. 1320) tied to the northern portion of 2011 Meadowlake and the property adjacent to the east for an Automotive Fueling Station in the C-2 zone that was approved in December of 2012. As that permit is not being observed and will be affected by this rezone, Planning Staff have been coordinating with the owners of this property and the adjacent property to get that permit revoked.


The Planning Commission reviewed the request at its regular meeting on April 21<sup>st</sup>, 2025, and voted 9-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.


Zoning Map:  
REZ-0325-0041




**Zoning**

 City Limits

**Zoning Codes**

 C-2

 R-1



**City of Conway, Arkansas**  
**Ordinance No. O-25- \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CONWAY ZONING DISTRICT BOUNDARY MAP REFERENCED IN SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING CODE TO REZONE ±6.96 ACRES APPROXIMATELY 120 FEET SOUTH OF THE INTERSECTION OF DONNELL RIDGE ROAD AND OLD MILITARY ROAD FRONTING 300 FEET ALONG OLD MILITARY ROAD FROM R-1 TO R-2:**

**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 **April 21, 2025**, 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 **R-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

A PART OF THE SW1/4 NW1/4, SECTION 22, T-05-N, R-14-W, FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND MAG NAIL FOR THE NW CORNER OF SAID SW1/4 NW1/4; THENCE ALONG THE NORTH LINE OF SAID SW1/4 NW1/4 S87°53'57"E A DISTANCE OF 1009.85'; THENCE LEAVING SAID NORTH LINE S02°06'03"W A DISTANCE OF 140.00'; THENCE S02°17'52"W A DISTANCE OF 50.00'; THENCE S02°06'03"W A DISTANCE OF 110.00'; THENCE N87°53'57"W A DISTANCE OF 1010.00' TO THE WEST LINE OF SAID SW1/4 NW1/4; THENCE ALONG SAID WEST LINE N02°09'45"E A DISTANCE OF 300.00' TO THE POINT OF BEGINNING, CONTAINING 6.96 ACRES MORE OR LESS.

to those of **R-2**, 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 13<sup>th</sup> date of May, 2025.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

\_\_\_\_\_  
**Denise Hurd**  
**City Clerk/Treasurer**



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

## MEMO

To: Mayor Bart Castleberry  
cc: City Council Members

From: Lori Quinn, 2025 Planning Commission Chairwoman  
Date: May 13, 2025

Re: Request to rezone ±6.96 acres of property located approximately 120ft south of the intersection of Donnell Ridge Rd and Old Military Rd fronting 300ft along Old Military Rd from R-1 to R-2

---

Central Arkansas Professional Surveying has requested to rezone property located approximately 120ft south of the intersection of Donnell Ridge Rd and Old Military Rd fronting 300ft along Old Military Rd from R-1 to R-2, with the following legal description:

A PART OF THE SW1/4 NW1/4, SECTION 22, T-05-N, R-14-W, FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND MAG NAIL FOR THE NW CORNER OF SAID SW1/4 NW1/4; THENCE ALONG THE NORTH LINE OF SAID SW1/4 NW1/4 S87°53'57"E A DISTANCE OF 1009.85'; THENCE LEAVING SAID NORTH LINE S02°06'03"W A DISTANCE OF 140.00'; THENCE S02°17'52"W A DISTANCE OF 50.00'; THENCE S02°06'03"W A DISTANCE OF 110.00'; THENCE N87°53'57"W A DISTANCE OF 1010.00' TO THE WEST LINE OF SAID SW1/4 NW1/4; THENCE ALONG SAID WEST LINE N02°09'45"E A DISTANCE OF 300.00' TO THE POINT OF BEGINNING, CONTAINING 6.96 ACRES MORE OR LESS.

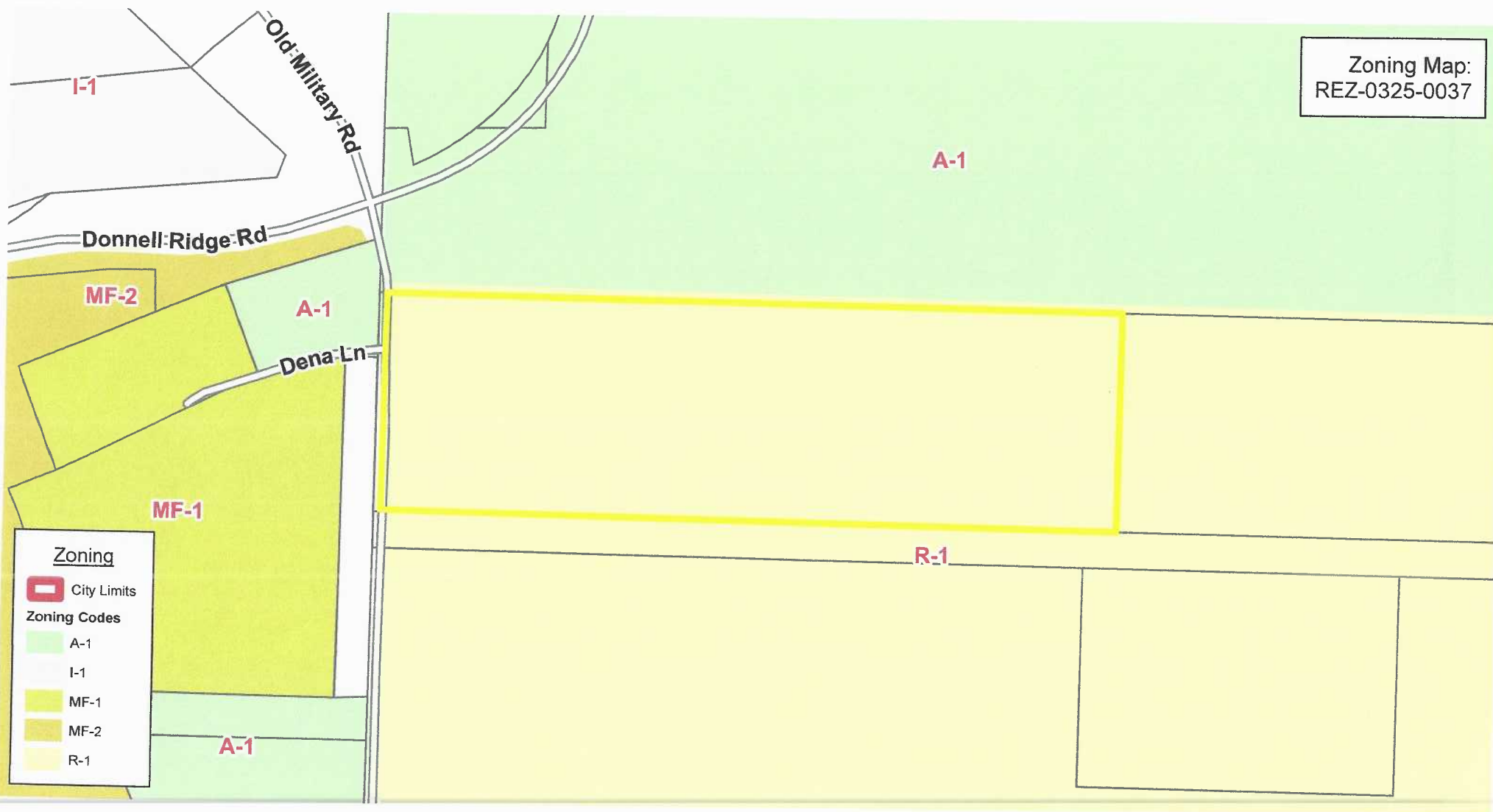
It is the intent of the applicant to rezone this parcel of land from R-1 to R-2 for duplex development. Later phases of the subdivision are intended for single-family development. Platting will be required and shall align with the City of Conway Subdivision Regulations and Conway Zoning Code. The current rezoning request, which was included as a part of a larger annexation, was annexed into the city limits of Conway as R-1 at the February 25, 2025, City Council meeting.

The Comprehensive Plan indicates the western portion of this property as Transition Zone and the eastern portion as Single-Family. The requested zoning aligns with proposed land use both east and west of the property. Abutting land uses are predominantly rural, agricultural, and single-family residential. Higher density zoning is prevalent on the west side of Old Military Rd.

The Planning Commission reviewed the request at its regular meeting on April 21<sup>st</sup>, 2025, and voted 9-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.

Zoning Map:  
REZ-0325-0037







## MEMO

To: Mayor Bart Castleberry  
cc: City Council Members

From: Lori Quinn, 2025 Planning Commission Chairman  
Date: May 13, 2025

Re: Conditional Use request to allow Home Occupation (beauty shop service) in the R-1 zone for property located at 9 Water Oak Dr

---

Dana Hamilton, has requested to allow Home Occupation (beauty shop service) use in the R-1 zone for property located at 9 Water Oak Dr, with the following legal description:

LOT 2 BLK 5 OAK FORREST SUB

The applicant intends to provide hair salon services with the approval of a Home Occupation within the enclosed carport area of the residence. The applicant is aware the carport must be enclosed to validate the Home Occupation. A beauty shop having facilities to serve no more than one person or to be used by not more than one operator shall be considered a permitted home occupation. The resident at the site will be the only staff member and the operation will take up no more than 25% of the gross floor area of the residence.

The use of the site for home occupation (beauty shop) is not permitted by right in the R-1 zoning district but is allowed via a conditional use permit. The Comprehensive Plan indicates this property as Single-Family. The primary use of the property is still single-family residential while also allowing the resident to operate a hair salon from her enclosed carport.

Staff proposes the following conditions:

1. Operating hours are limited to 9:00am—6:00pm, Monday through Friday.
2. Treatments are limited to that of a hair salon.
3. The carport shall be enclosed for the operation of the hair salon.
4. The home occupation shall not occupy more than twenty- five percent (25%) of the gross floor area of one floor of said dwelling.
5. There shall not be displayed or created outside the building or displayed by means of windows or openings in the structure any external evidence of the operation of the occupation, except for one inanimate, non-illuminated accessory identification sign not more than two (2) square feet in area may be placed flat against a wall or door or displayed in a window. All signage shall be permitted and installed in accordance with the Conway Sign Code.
6. No person is employed other than a member of the immediate family residing on the premises.
7. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses beyond the property line.

8. Client parking shall be limited to the driveway and curb in front of the property.
9. No zoning variance, which could result from the commencement of the conditional use, may be considered.
10. Any changes to or expansion of the approved use shall require an amended or new conditional use permit.
11. The conditional use approval shall become null and void if the use is not commenced within 18 months from the date of approval of this permit.
12. The conditional use permit shall expire if the use ceases for a consecutive period of greater than 18 months.

The Planning Commission reviewed the request at its regular meeting on April 21, 2025, and voted 9-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.

CarPort into Salon

main HOUSE

SALON

main  
HOUSE

DRIVE-WAY

20'

ENTRANCE

PARKING

SALON  
BATHROOM

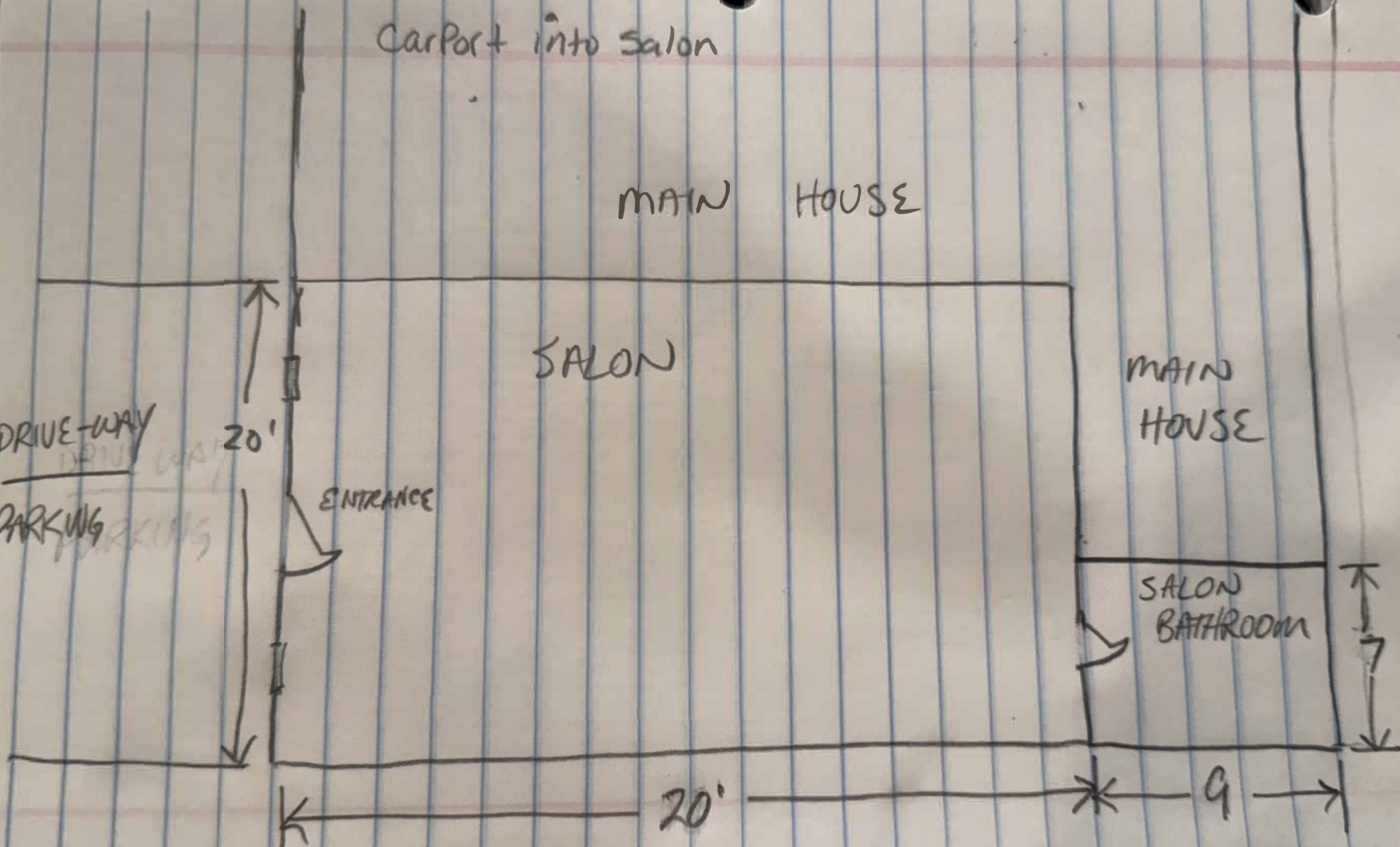
20'

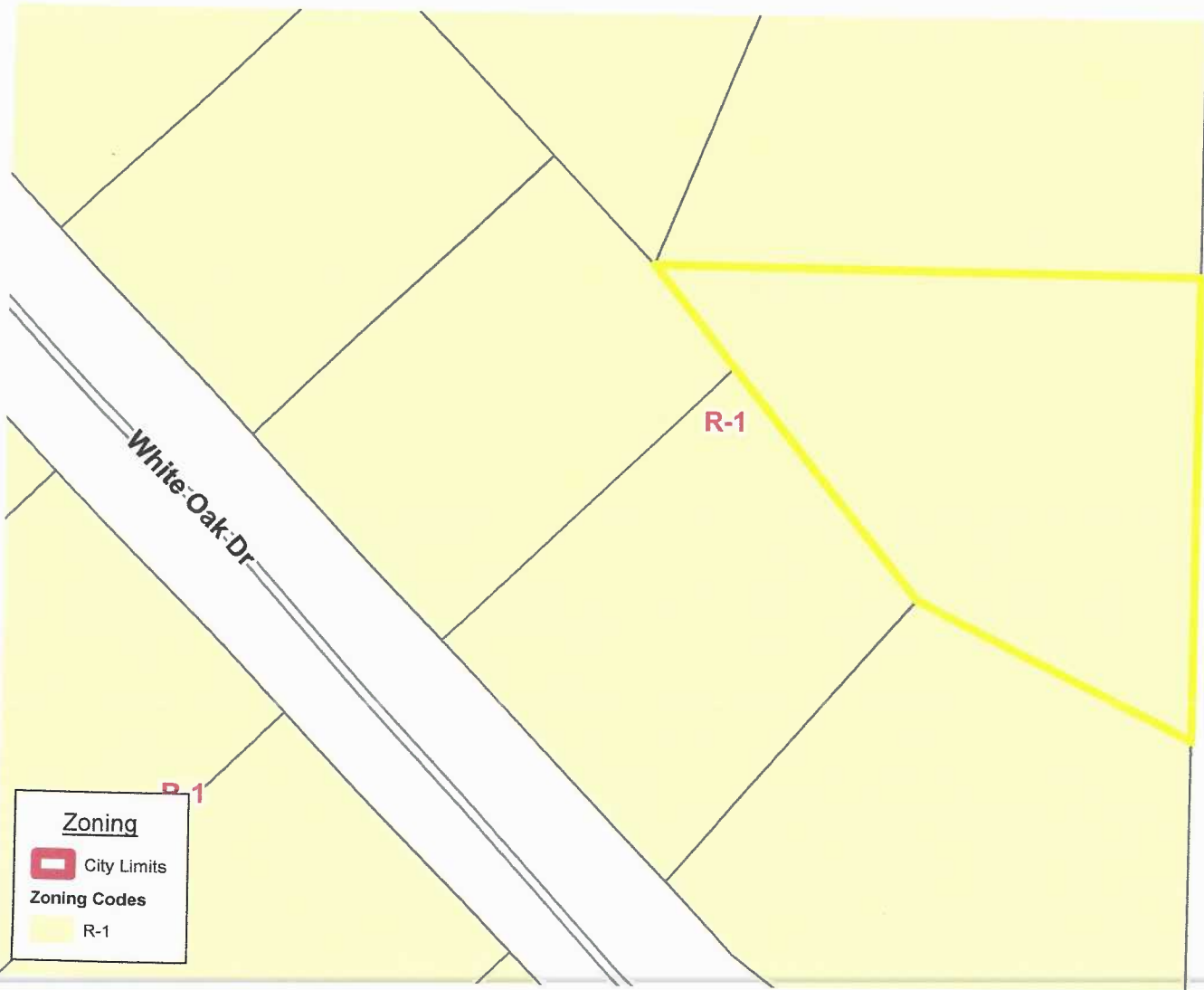
9

Salon 463 sq. ft.


HOUSE 1865 sq ft.

3-5-25




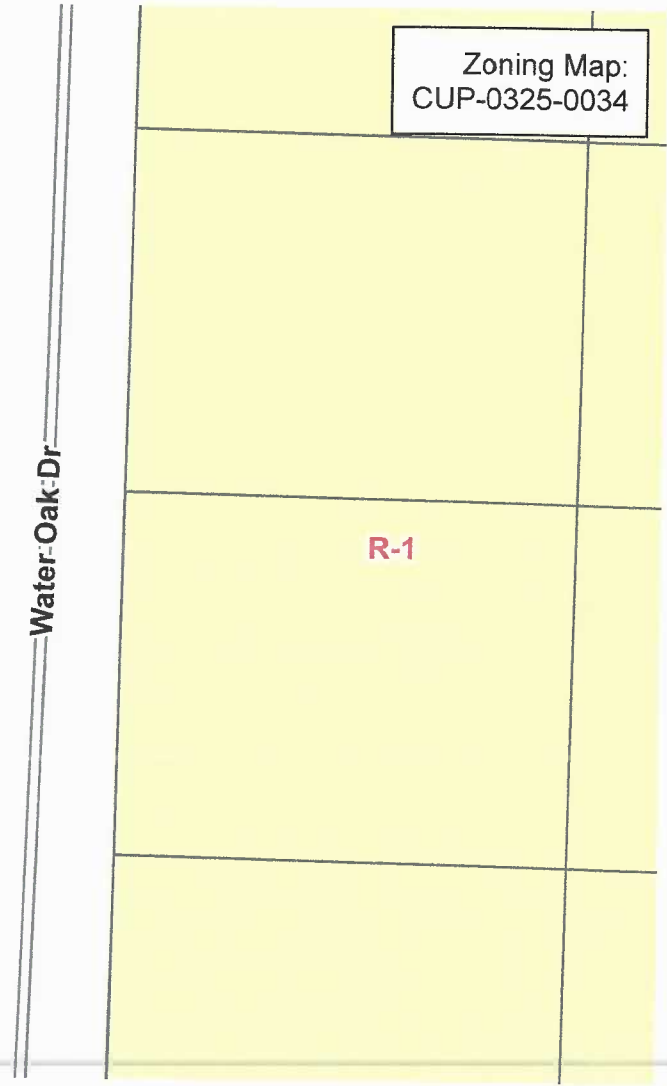


**Zoning**

 City Limits

**Zoning Codes**

 R-1



Zoning Map:  
CUP-0325-0034

**MEMORANDUM**

**TO:** City Council Members/Mayor Bart Castleberry  
**FROM:** Chief Chris Harris  
**DATE:** May 13, 2025  
**SUBJECT:** Request for disposal of assets

The Conway Police Department has a K9 that is ready to retire. K9 Tracker has age related issues that necessitate his retirement. I would like to request to retire K9 Tracker and remove him from the City's inventory.

I would like to also request the K9 Tracker be turned over to his handler, Officer Rick Shumate.

Thank you for your consideration.

## **CANINE TRANSFER, RELEASE, AND INDEMNIFICATION AGREEMENT**

This Canine Transfer, Release, and Indemnification Agreement (hereinafter "Agreement") is made and entered into by and between the City of Conway, Arkansas (hereinafter the "City"), a municipal corporation of the State of Arkansas, and Richard "Rick" Shumate (hereinafter "Officer Shumate"), a certified law enforcement officer and canine handler with the Conway Police Department, collectively referred to as the "Parties."

### **1. Purpose and Authority**

#### **1.1. Retirement of Police Canine**

The canine named "Tracker," a Belgian Malinois originally acquired from the Little Rock K9 Academy (hereinafter the "Canine"), recently reached nine years of age. Pursuant to a letter dated March 7, 2025, from the Department's veterinarian, Dr. Sharon Stone, stating that it is expected the Canine will need to be retired in the very near future due to age-related considerations, the City is retiring the Canine from service.

#### **1.2. Statutory Basis**

Pursuant to Ark. Code Ann. § 14-54-302(c), the City is authorized to dispose of municipal property. The City desires to transfer all rights, titles, and interests in the Canine to Officer Shumate, subject to the terms and conditions stated herein.

#### **1.3. Departmental K9 Policy**

In accordance with the Conway Police Department's K9 retirement policy, which requires that a retired police dog first be offered to its handler, the City has offered ownership of the Canine to Officer Shumate. Officer Shumate has requested and agreed to accept the Canine under the terms set forth herein.

### **2. Consideration**

#### **2.1. Transfer of Ownership**

In consideration for the sum of One Hundred Dollars and Zero Cents (\$100.00), receipt of which is hereby acknowledged, and the mutual covenants and promises set forth herein, the City hereby transfers to Officer Shumate all rights, title, and interest in and to the Canine.

#### **2.2. Acknowledgment**

Officer Shumate accepts the Canine in its existing condition ("as is") and acknowledges the following:

- The City makes no representations, warranties, guarantees, or statements of any kind, express or implied, regarding the Canine's physical or mental health, training, temperament, disposition, or suitability for any particular purpose.



- Officer Shumate voluntarily agrees to take ownership and responsibility for the Canine and understands that this acquisition is not a condition of continued employment by the City.

### **3. No Representations or Warranties**

Officer Shumate hereby acknowledges and agrees that:

#### **3.1. "As Is" Condition**

The Canine is transferred "as is," and the City disclaims any and all warranties, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

#### **3.2. Use and Handling**

The Canine has been trained and utilized as a police service dog, which may include bite apprehension, controlled aggression, and other specialized law enforcement tasks. Officer Shumate assumes all risks associated with the Canine's prior training and use.

### **4. Responsibility for Care and Control**

#### **4.1. Post-Transfer Obligations**

Upon execution of this Agreement, Officer Shumate shall assume all financial and legal responsibility for the Canine, including but not limited to:

- Veterinary care, vaccinations, and any necessary medical treatment;
- Proper and secure housing, confinement, and supervision to prevent the Canine from escaping or causing injury;
- Registration, licensing, and compliance with all applicable local, state, or federal regulations.

#### **4.2. Future Transfers**

Officer Shumate shall not sell, gift, or otherwise transfer ownership or possession of the Canine to any third party without the prior written consent of the City. The City may grant or withhold such consent in its sole discretion.

### **5. Restriction on Use**

Officer Shumate shall not exploit the Canine for personal or commercial gain, including but not limited to:

- Paid guard dog services;
- Breeding.

## **6. Release of Liability and Indemnification**

### **6.1. Release**

For valuable consideration, including the transfer of the Canine to Officer Shumate, Officer Shumate, on behalf of himself, his dependents, heirs, successors, or assigns, hereby fully and forever releases and discharges the City, its officials, officers, employees, agents, and volunteers from any and all claims, demands, actions, or causes of action (including attorneys' fees and costs) arising out of or in connection with:

- The City's ownership, training, or handling of the Canine prior to the transfer;
- Any defects or conditions, latent or otherwise, of the Canine;
- Any injuries, illness, or damages of any kind related to the Canine, whether known or unknown, that arise or accrue after the date of transfer.

#### **6.1.1. Clarification of Scope**

This release applies solely to claims or actions by Officer Shumate (and his heirs, successors, and assigns) against the City. It does not affect any potential claims or causes of action by third parties for incidents that may have occurred before the effective date of this Agreement. The City remains responsible for any liability that may arise from or is related to the Canine's conduct prior to the date of transfer, as to third parties who are not signatories hereto.

### **6.2. Indemnification and Defense**

Officer Shumate agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, and volunteers from and against any and all losses, claims, actions, damages, liabilities, and expenses (including, but not limited to, court costs and attorneys' fees) of any kind or nature resulting from, arising out of, or connected with:

- The Canine's conduct, including but not limited to bites, injuries, or damage to persons or property, following the transfer;
- Any claim that the City failed to provide adequate training, instructions, or warnings regarding the Canine;
- The negligent or intentional acts or omissions of Officer Shumate or any subsequent handler or third party in possession of the Canine.

### **6.3. Scope**

The indemnification and release provisions herein shall be as broad as permitted under Arkansas law and shall survive the termination or expiration of this Agreement.



## **7. Training and Acknowledgment**

### **7.1. Proper Training**

Officer Shumate acknowledges that he has received and completed proper training on all aspects of care and control of the Canine. He has served as the sole assigned handler of the Canine since its original purchase from the Little Rock K9 Academy. The City and/or Police Department have provided Officer Shumate with guidance on safe handling methods, and proper confinement practices.

### **7.2. Proper Confinement**

Officer Shumate shall take reasonable steps to ensure the Canine is securely confined and supervised so as to prevent escapes or attacks on other persons or animals.

## **8. Miscellaneous**

### **8.1. Entire Agreement**

This Agreement constitutes the entire understanding of the Parties regarding the subject matter herein and supersedes any prior discussions or agreements, oral or written.

### **8.2. Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Arkansas. Any suit regarding this Agreement shall be brought in a court of competent jurisdiction in Faulkner County Arkansas.

### **8.3. Severability**

If any term or condition of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.

### **8.4. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed valid as if originals.

### **8.5. No Employment Condition**

Officer Shumate acknowledges that this transfer and Agreement are not conditions of employment and that he is not under any compulsion by the City to accept ownership of the Canine.

**IN WITNESS WHEREOF**

The Parties hereto have read, understood, and executed this Agreement on the date(s) set forth below:

CITY OF CONWAY, ARKANSAS

By:

Bert C. [Signature]

[Mayor's Name], Mayor

Date: 4/4/25

OFFICER RICHARD "RICK" SHUMATE

By:

R. Shumate

Officer Richard "Rick" Shumate

Date: 4/8/25



**City of Conway, Arkansas**  
**Ordinance No. O-25-\_\_\_\_**

**AN ORDINANCE APPROPRIATING REIMBURSEMENTS FUNDS FROM VARIOUS ENTITIES FOR THE CITY OF CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

**Whereas** the City of Conway has received reimbursements funds from the following entities:

Various Companies	\$62,517.05	Extra Duty Services
Municipal Vehicle Program	\$19,612.65	Insurance Proceeds
Property Room	\$959.27	Auction
FBI/DEA	\$4,202.43	Taskforce Funds

**Whereas**, the Conway Police Department needs these funds to replenish their expenditure accounts.

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

**Section 1.** The City of Conway shall appropriate funds from various Companies in the amount of \$62,517.05 from 001.121.4185 to the CPD overtime account, 001.121.5114.

**Section 2.** The City of Conway shall appropriate funds from the Municipal Vehicle Program in the amount of \$19,612.65 from 001.119.4360 to the CPD vehicle maintenance account 001.121.545.

**Section 3.** The City of Conway shall appropriate funds from Property Room. in the amount of \$959.27 from 001.119.4611 to the CPD other miscellaneous account 001.121.5799.

**Section 4.** The City of Conway shall appropriate funds from various companies in the amount of \$4,202.43 from 001.121.4186 to CPD overtime account 001.121.5114.

**Section 5.** All ordinances in conflict herewith are repealed to the extent of the conflict.

**PASSED** this 13<sup>th</sup> day of May, 2025.

**Approved:**

**Attest:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

\_\_\_\_\_  
**Denise Hurd**  
**City Clerk/Treasurer**