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

Tuesday, October 14th, 2025 City Council Agenda

Conway Municipal Building, City Council Chambers

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:	September 23rd, 2025

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

1. Consideration to approve entering into an agreement with NativState LLC for the City of Conway (Conway Corporation).

2. Resolution approving Conway Corporation's intent to use the proceeds of the tax exempt bonds for reimbursement for telecommunication project related expenses.

B. 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 October 14th, 2025, City Council agenda.

2. Ordinance appropriating funds received from the Department of Housing and Urban Development for the Community Development Department.

3. Ordinance appropriating donation funds for the Conway Tree Board.

4. Ordinance appropriating insurance funds for the Planning & Development Department.

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

1. Ordinance accepting and appropriating grant funds from the Best Friends Animal Society for the Animal Welfare Services.

2. Ordinance to approve entering into an agreement with Burton Pools and Spas for the Conway Community Center.

3. Ordinance appropriating funds for building maintenance for the Parks and Recreation Department.

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

1. Ordinance authorizing a personnel reclassification for the Conway Emergency Operations Center.

E. New Business:

Consideration to approve the annual millage rates for the City of Conway.

1. Resolution of a voluntary levy of two-tenth's (.2) mill on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for an *Animal Shelter* for the City of Conway.

2. Resolution of a voluntary levy of four-tenth's (.4) mill on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for a recreation assessment raising special revenue for the sole and exclusive purpose of providing additional funds for the purpose of construction, equipping, operating and maintaining the *public recreation and playgrounds* of City of Conway.

3. Resolution of a voluntary levy of four-tenths (.4) mill on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for raising special revenue, the exclusive purpose of operating and maintaining the *cemeteries* for the City of Conway.

4. Resolution of a levy of four-tenths (.4) mill on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for raising special revenue for the Pension and Relief Fund for a *Policeman's Pension and Relief Fund*.

5. Resolution of a levy of four-tenths (.4) mill on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for raising special revenue for the Pension and Relief Fund for a *Fireman's Pension and Relief Fund*.

6. Resolution of a levy of four-tenths (.4) mill on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for raising special revenue for the Pension and Relief Fund for paid *Non-uniformed employees*.

7. Resolution of a levy of three (3.0) mill on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for raising *General Fund Revenues*.

Adjournment

Upon Recording,
Please Return To:
NativState LLC
1510 Mill Street
Conway, AR 72034

This Instrument
Prepared By: NativState LLC
1510 Mill Street
Conway, AR 72034

MEMORANDUM OF CARBON AGREEMENT

STATE OF ARKANSAS }
} KNOW ALL PERSONS BY THESE PRESENT:
COUNTY OF CONWAY }

WHEREAS, A Carbon Agreement ("Agreement") dated September 22, 2025, (the "Effective Date") between **NativState LLC, a Delaware limited liability company** ("NativState") whose address is 1510 Mill Street, Conway, Arkansas 72034, and City of Conway, Faulkner County, Arkansas, a municipal corporaion of Arkansas ("Owner"), having an address of 1111 Main Street, Conway, Arkansas 72032, by which said Owner has granted, leased, let and demised unto NativState, the land (the "Lands"), described in Exhibit A attached hereto and incorporated by reference herein, exclusively and solely for the purpose of Improved Forest Management on the Lands, the Forest located upon the Lands, any and all Credits generated therefrom, and the right of access in, to on, over and across the Lands.

The Agreement shall commence on the Effective Date, and, and if a Project for Improved Forest Management covering the Lands is submitted by NativState for Listing by a Registry on or before the fifth anniversary of the Effective Date, the term of this Agreement shall not expire prior to forty (40) years from and after the Effective Date.

Said Agreement with all of its terms, covenants and other provisions is hereby referenced or referred to and incorporated into this memorandum for all purposes.

The Carbon Agreement gives NativState the right to quantify, verify and register and market Carbon Credits as defined therein subject to the royalty payments provided for therein and the performance by NativState of the other obligations thereon undertaken.

This instrument is to be placed of record to serve as notice of execution and the existence of the Carbon Agreement and in no way intended to supersede the Carbon Agreement or abrogate, change, alter or modify any of the terms and conditions or any rights or obligations of any of the parties thereto, all of which is set forth in detail in the Agreement.

EXECUTED By the Parties on the dates in their respective acknowledgments below to be effective for all purposes as the effective date.

OWNER:
CITY OF CONWAY, ARKANSAS

By: ________________________

Title: ______________________

(**ACKNOWLEDGMENT FOR CORPORATION**)

STATE OF __ARKANSAS_______ §
§ss.
COUNTY OF ______FAULKNER__ §

Before me, the undersigned, a Notary Public, in and for the said County and State, on this ___ day of ____________ 2025, personally appeared __________________________________, as____, of City of Conway, Faulkner County, Arkansas, a municipal corporation of Arkansas, on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

SEAL

Signature __________________________________
Notary Public
Printed ____________________________________

My commission expires ________________________

NATIVSTATE:

NATIVSTATE LLC

By:____________________
Travis Creed, General Counsel

(ACKNOWLEDGMENT FOR LLC)

STATE OF __ARKANSAS__ §
§ ss.
COUNTY OF FAULKNER §

The foregoing instrument was acknowledged before me this _____day of ____________, 2025, by Travis Creed, as General Counsel, of NativState LLC, a Delaware limited liability company, on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

SEAL

Signature ________________________________
Notary Public
Printed: Kristy Bonds
My commission expires: 9/19/2028

EXHIBIT A

The Lands

A tract of land situated in the County of Conway, State of Arkansas, being a part of the S 1/2 of the NW 1/4, a part of the SW 1/4 of the NE 1/4, a part of the NW 1/4 of the SW 1/4, a part of the E 1/2 of the SW 1/4, a part of the N 1/2 of the SE 1/4, a part of the SE 1/4 of the SE 1/4, the SW 1/4 of the SE 1/4 of Section 9, a part of the NW 1/4 of the SW 1/4, a part of the fractional S 1/2 of the fractional S 1/2 of Fractional Section 10, a part of the fractional NW 1/4, a part of the fractional N 1/2 of the fractional NE 1/4, a part of the SW 1/4, a part of the NW 1/4 of the SE 1/4 of Fractional Section 15, a part of the fractional NE 1/4, a part of the fractional SW 1/4, the fractional SE 1/4 of Fractional Section 16, a part of the SE 1/4 of the SE 1/4 of Section 17, a part of the SE 1/4, a part of the fractional S 1/2 of the fractional SW 1/4 of Fractional Section 19, a part of the fractional S 1/2, a part of the SE 1/4 of the NW 1/4, a part of the fractional NE 1/4 of the fractional NE 1/4, a part of the fractional S 1/2 of the Fractional NE 1/4 of Fractional Section 20, a part of the fractional N 1/2, a part of the S 1/2 of Fractional Section 21, a part of the NW 1/4 of Section 22, a part of the W 1/2 of the NW 1/4 of Section 27, a part of the E 1/2 of the NW 1/4, a part of the NE 1/4, a part of the N 1/2 of the SE 1/4 of Section 28, a part of the N 1/2 of the NW 1/4 of Section 29, and a part of the fractional N 1/2 of the fractional N 1/2 of Fractional Section 30, Township 7 North, Range 15 West of the Fifth Principal Meridian and being more particularly described as follows:

More particularly described in Quit Claim Deed, dated September 13, 1985, and recorded April 16, 1986, at Deed Book 151, Page 16, of the records of the Chancery Clerk of Conway County, Arkansas

Upon Recording,
Please Return To:
NativState LLC
1510 Mill Street
Conway, AR 72034

CARBON AGREEMENT

THIS CARBON AGREEMENT (this "Agreement"), dated effective as of 22nd day of September, 2025 (the "Effective Date"), is entered into between NativState LLC, a Delaware limited liability company ("NativState"), having an address of 1510 Mill Street, Conway, Arkansas 72034, and City of Conway, Faulkner County, Arkansas, a municipal corporation of Arkansas ("Owner"), having an address of 111 Main Street, Conway, AR 72032. NativState and Owner shall be referred to herein, individually, as a "Party," and collectively, as the "Parties." All capitalized terms shall have the meanings assigned to them in Schedule 1 attached hereto and incorporated by reference herein.

Recitals

A. Owner owns approximately 2,373.97 acres of land (the "Lands"), as described in Exhibit A attached hereto and incorporated by reference herein.

B. NativState is engaged in the development of carbon offset and other ecological credit offset and biodiversity projects.

C. The Parties desire to have NativState develop a carbon offset project (and potentially other ecological or biodiversity projects as available when feasible) on the Lands in accordance with the terms hereof.

Agreement

IN CONSIDERATION OF TEN DOLLARS ($10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree:

1. ***Grant.*** Owner hereby grants, leases, lets and demises unto NativState the Lands exclusively and solely for the purpose of Improved Forest Management on the Lands, the Forest located upon the Lands, any and all Credits generated therefrom, and the right of access in, to, on, over and across the Lands.

2. ***Reservation.*** Except as provided in Section 1 above, and subject to the terms and conditions hereof, Owner hereby reserves all right, title and interest in, to and under the Lands, including: (a) the right of entry upon the Lands to engage in Selective Cut of the Forest located thereon, and to receive and retain the proceeds of sale thereof; (b) hunting, fishing, and other recreational uses of the Lands; and (c) all oil, gas, minerals, and geothermal resources in, to and under the Lands.

3. ***Term***. The term (the "Term") of this Agreement shall commence on the Effective Date and shall remain in full force and effect for forty (40) years from and after the Effective Date, and as long thereafter as Improved Forest Management continues upon the Lands. Notwithstanding the foregoing, if a Project for Improved Forest Management covering the Lands is not submitted by NativState for Listing by a Registry on or before the fifth anniversary of the Effective Date, this Agreement shall expire automatically. From and after forty (40) years after the Effective Date, if Owner determines that the value

of the merchantable timber on the Lands is greater than the value of the Royalty, Owner shall have the right, but not the obligation, to terminate this Agreement by written notice delivered to NativState.

4. ***Royalty.*** NativState shall pay Owner a royalty (the "Royalty") on the gross proceeds received by NativState from the sale of Credits (attributable to Owner's Lands) to a third party. The Royalty is structured as follows:

a. ***Fixed Portion.*** Fifty percent (50%) of the royalty will be a fixed amount equal to a proportionate thirty percent (30%) of the gross proceeds from the sale of Credits to a third party.

b. ***Variable Portion.*** The remaining fifty percent (50%) of the Royalty will be calculated using a tiered structure based on the gross proceeds from the sale of Credits to a third party:

i. **First Tier:** For that portion of the Credit price from $0.00 up to and including $20.00, the Royalty Rate will be thirty percent (30%) of such portion;
ii. **Second Tier:** For that portion of the Credit price above $20.00 up to and including $30.00, the Royalty Rate will be fifty percent (50%) of such portion; and
iii. **Third Tier:** For that portion of the Credit price above $30.00, the Royalty Rate will be eighty percent (80%) of such portion.

All Credits shall be issued in the name of NativState, or NativState's successors and assigns. In the event of the Retirement of any Credits prior to the sale thereof, NativState shall pay Owner the Royalty for such Credits based upon the fair market value of Credits of a similar type and vintage on the date of such Retirement. NativState shall pay Owner the Royalty on or before sixty (60) days after the earlier of the receipt by NativState of the proceeds of the sale of such Credits, or the Retirement of such Credits. In no event shall the Royalty be payable on any: (a) resale of Credits; (b) contribution, deposit or transfer of any Credits to a Registry; (c) Retirement of any Credits held by a Registry; or (d) Cancellation of any Credits by a Registry.

5. ***Improved Forest Management***. As used in this Agreement, "Improved Forest Management" means the Plan proposed by NativState for the Project in accordance with ACR's Improved Forest Management Methodology for Quantifying GHG Removals and Emission Reductions through Increased Forest Carbon Sequestration on Non-Federal U.S. Forestlands (version 2.0), or such other methodology as approved by a Registry. Owner acknowledges and agrees that NativState shall have the right, but not the obligation, as group manager of an IMG, to include the Lands with one or more other parcels of land pursuant to an aggregation or programmatic development approach in accordance with the terms of the Plan and this Agreement. NativState shall discuss and design with Owner or Owner representative a forest management plan to be incorporated within the Plan. NativState shall deliver to Owner a copy of the Plan on or before Certification thereof. Owner hereby commits to sustainable forest management as described in the Plan, and agrees to engage in, implement, practice, conduct and maintain Improved Forest Management upon the Lands as described in the Plan. Owner hereby designates and appoints NativState as Owner's agent and attorney-in-fact to execute all documents, and take all action to develop, implement, administer and manage the Project pursuant to the Plan, including Listing, Certification, Verification, Validation, Registration, and issuance, marketing, sale and transfer of any and all Credits. The foregoing right shall be deemed conclusively to be a power coupled with an interest and shall be irrevocable during the Term hereof. NativState shall provide copies of all documents executed on behalf of owner. The Lands shall be subject to and burdened by the terms and conditions of the Plan.

6. ***Selective Cut***. As used in this Agreement, "Selective Cut" (also known as: thinning's, partial cuts, improvement cuts) means the identification, tree cutting and harvesting activities of individual trees or small groups of trees within a given timber management unit and/or stand upon the Lands; provided, during each consecutive five-year period commencing with the Effective Date, such activities shall neither reduce: (a) the Stocking of the total forested acreage to less than sixty percent (60%); nor (b) the original carbon inventory Merchantable Timber by more than seven and one half percent (7.5%), unless otherwise approved by NativState. Owner will follow the "Selective Harvest Guidelines for NativState Participants in the Southeastern U.S." in Exhibit B. On or before Certification of the Plan, NativState shall deliver to Owner a Forest Carbon Inventory, including NativState's determination of the Stocking and Merchantable Timber. Thereafter, NativState shall deliver to Owner a Forest Carbon Inventory, with NativState's determination of the Stocking and Merchantable Timber as of commencement of each consecutive five-year period from and after the Effective Date. Owner shall not commence any tree cutting or harvesting activities on the Lands prior to the fifth anniversary of the Effective Date. On or before sixty (60) days before Owner commences any tree cutting or harvesting activities on the Lands, Owner shall deliver to NativState written notice of such activities with reasonable detail thereof, and NativState shall have the right, but not the obligation, to enter upon the Lands and witness such activities. All tree cutting and harvesting activities on the Lands shall be at Owner's cost and expense. Owner shall provide NativState with copies of scale tickets or other documentation to verify the total tons of timber harvested in any given operation from the Land. In no event shall any commercial timber harvest result in any tree removal within fifty (50) feet of any intermittent or perennial streams with defined banks, spring seeps, lakes, ponds, or vernal pools, except to the extent permissible pursuant to Arkansas Best Management Practices for water quality and streamside stabilization.

7. ***Deferred Harvesting Option***. Owner shall have the right, but not the obligation, to elect the following described Deferred Harvesting option by signing Owner's Election to Exercise by delivering such written election to NativState on or before thirty (30) days after delivery of the Forest Carbon Inventory by NativState to Owner. If Owner delivers to NativState such Election to Exercise within said time period, then Owner shall be deemed to have expressly and irrevocably waived, released and disclaimed any and all rights to engage in any Selective Cut upon the Lands, and shall be deemed conclusively to be subject to and burdened by the terms of Deferred Harvesting under the Plan and this Agreement. In consideration of Owner's timely delivery to NativState of the Election to Exercise hereunder, the Royalty shall be increased from thirty percent (30%) to forty percent (40%). Notwithstanding the foregoing, with respect to fifty percent (50%) of the Royalty payable by NativState to Owner hereunder, in lieu of the Royalty described above, the Royalty shall be indexed based upon the gross proceeds received by NativState from the sale of Credits to a third party as follows: (i) a proportionate forty percent (40%) of that portion of the gross proceeds per Credit equal to or less than Twenty Dollars ($20.00) per Credit (50% x 40%); (ii) a proportionate fifty percent (50%) of that portion of the gross proceeds per Credit in excess of Twenty Dollars ($20.00) per Credit, but less than or equal to Thirty Dollars ($30.00) per Credit (50% x 50%); and (iii) a proportionate eighty percent (80%) of that portion of the gross proceeds per Credit greater than Thirty Dollars ($30.00) per Credit (50% x 80%). As used in this Agreement, "Deferred Harvesting" means Owner shall not conduct any tree cutting or harvesting activities on the Lands, except: (a) the cutting of standing dead or dying trees for firewood. (b) the clearing of trees in small areas for use as food plots and hunt stands, borrow pits, turn arounds, short spur roads, small pasture areas or small cabin sites; provided that such clearing is limited to no more than two percent (2%) of the Lands with an overall limit of five (5) acres during the Term of this Agreement; and (c) the cutting of trees to mitigate pest and disease outbreaks, including salvage cutting and preventative silvicultural treatments; provided, in the case of more than two (2) acres or one percent (1%) of the Lands being impacted, Owner delivers to NativState a written management plan prepared by a qualified forestry professional describing the nature of the disturbance and the silvicultural methods employed to mitigate the impact. All such Deferred Harvesting shall be at Owner's cost and expense. On or before Sixty (60) days before Owner commences any cutting, thinning, clearing, harvesting, logging or similar activities on the Lands, Owner shall deliver to NativState written notice of

such activities with reasonable detail thereof, and NativState shall have the right, but not the obligation, to enter upon the Lands and witness such activities.

Owner will be provided with an Election to Exercise, (as attached hereto as Exhibit C) at the time Owner is provided with the Forest Carbon Inventory.

8. ***Access.*** Owner hereby grants unto NativState, and NativState's employees, agents and representatives, the right of access in, to, on over and across the Lands for purposes of the Project in accordance with the terms hereof. NativState shall provide Owner a minimum of 24-hour notice before any entry upon the Lands. NativState shall leave all gates as they were found after entry upon the Lands. NativState, and its employees, agents and representatives, shall be prohibited from carrying any firearms on the Lands, and from hunting and fishing upon the Lands. NativState agrees to repair, at NativState's sole cost and expense, all damage caused by NativState to existing roads located upon the Lands.

9. ***Ownership.*** Owner warrants and agrees to defend title to the Lands, free and clear of all liens, encumbrances and defects of title. Owner represents and warrants that there are no existing liens, encumbrances, defects of title, or other burdens on or affecting the Lands that would prevent, impair, conflict or interfere with NativState's rights under this Agreement. NativState shall have the right, but not the obligation, to pay and discharge any and all liens or other encumbrances upon the Lands, including any mortgage, tax, mechanic's or materialman's liens, and in the event NativState does so, NativState shall be subrogated to such lien with the right to enforce the same and to apply the Royalty payable hereunder toward the satisfaction thereof. Without impairment of NativState's rights under the foregoing warranty of title, if this Agreement covers less than the entire and undivided fee simple estate, then the Royalty and other payments hereunder accruing from any part as to which this Agreement covers less than such full interest, shall be paid only in the proportion which Owner's interest covered by this Agreement bears to the whole and undivided fee simple estate therein.

10. ***Surrender.*** NativState shall have the right, but not the obligation, at any time, and from time to time, to surrender this Agreement, in whole or in part, to Owner by delivering a release thereof to Owner, or by placing a release thereof of record in the county in which the Lands are located. Upon any surrender of this Agreement, in whole or in part, the Parties shall be released, discharged and relieved from any and all duties, obligations and liabilities hereunder, express or implied, including the payment of Royalty, as to the acreage so surrendered; provided, however, NativState shall remain liable to Owner for any payments accruing hereunder prior to such surrender. No partial surrender, release or termination shall in any manner reduce or limit NativState's rights to use all of the Lands in connection with NativState's ownership of that portion of the Lands as to which the Agreement has not been surrendered, released or terminated.

11. ***Assignment.*** The rights of either Party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their respective heirs, devisees, executors, administrators, personal representatives, successors and assigns; provided, however, any change or division in the ownership of the Land, or the ownership or right to receive the Royalty, shall not enlarge the obligations, nor diminish the rights of NativState, and such change or division shall not be binding upon NativState until thirty (30) days after NativState has received at NativState's principal place of business certified copies, or acceptable alternative documentation in lieu thereof, constituting the chain of title from the original Owner. Any assignment of this Agreement, in whole or in part, shall, to the extent of such assignment, relieve and discharge NativState of any obligations hereunder, and, if NativState or assignee of part or parts hereof shall fail or default in the payment of the proportionate part of the Royalty due from NativState or such assignee, or fail to comply with any of the provisions of this Agreement, such default shall not affect this Agreement insofar as it covers that portion of the Lands upon which NativState or any assignee thereof shall properly comply or make such payments.

12. ***Force Majeure.*** If NativState is prevented from complying with any express or implied covenant of this Agreement, including engaging in Improved Forest Management, by act of God, any Federal, state, local, municipal, tribal or governmental entity, or other organization, authority or governing body, including any Registry, ATFS, or similar organization, pursuant to any statute, law, rule, regulation, order, code, ordinance, judgment, decree, ruling, notice, standard, methodology, plan, policy, practice or program (including the time during which NativState is waiting on the issuance of any Listing, Certification, Validation, Verification, Registration, issuance, approval, consent, permit, license, hearing, judgment, award, ruling, order, appeal or policy in connection therewith or during the time for comments thereon), scarcity or inability to obtain or use equipment or material, or by other act, event, circumstance, cause or condition beyond NativState's reasonable control, then while so prevented, and for thirty (30) days thereafter, NativState's duty or obligation shall be suspended, and NativState shall not be liable for failure to comply therewith; and this Agreement shall be extended while and so long as NativState is prevented by any such cause from complying with any express or implied covenant of this Agreement, and for thirty (30) days thereafter, and that time shall not be counted against NativState, notwithstanding anything herein to the contrary.

13. ***Termination***. In the event of a breach or the threatened breach of any of the terms of this Agreement, the non-defaulting Party shall deliver to the defaulting Party written notice thereof, along with a detailed description of the alleged breach. The defaulting Party shall have thirty (30) days to cure any default hereunder; provided, however, in the event such default cannot be cured with reasonable diligence within thirty (30) days, the defaulting Party shall have a reasonable period of time to cure such default. If the defaulting Party fails to cure the default within the above-described time period, the non-defaulting Party shall have the right, but not the obligation, to elect to terminate this Agreement by written notice delivered to the defaulting Party. Upon the termination of this Agreement hereunder, all liabilities incurred prior to such termination, and Sections 12 through 25 of this Agreement shall remain in full force and effect in accordance with their respective terms.

14. ***Reversal.*** Owner shall indemnify, defend, hold harmless and fully compensate NativState for any intentional or willful Reversal, discontinuation or termination by Owner of Improved Forest Management upon the Lands, including the fair market value of any Credits that are Cancelled or Retired in connection therewith or related thereto, based upon the fair market value of Credits of a similar type and vintage on the date of such Cancellation or Retirement, along with the then-applicable offset activation, Retirement and Cancellation fees imposed by the applicable Registry.

15. ***Relationship***. This Agreement shall not be deemed or construed to create any partnership, agency, joint venture or other association whereby the Parties may be jointly liable or liable as agents, partners, co-venturers or fiduciaries. EACH PARTY HEREBY EXPRESSLY WAIVES, RELEASES AND DISCLAIMS ANY AND ALL FIDUCIARY DUTIES HEREUNDER TO THE OTHER PARTY.

16. ***Exhibits.*** All exhibits to this Agreement are hereby incorporated herein as if fully set forth in the body of this Agreement.

17. ***Integration.*** This Agreement and the exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede and replace any and all prior discussions, offers, negotiations, understandings, representations and agreements, whether oral or written, relating to such subject matter.

18. ***Amendments***. This Agreement may not be altered or amended, nor any rights hereunder waived, except by a written document signed by the Party to be charged with such amendment or waiver.

19. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective heirs, devisees, executors, administrators, personal representatives, successors and assigns. This Agreement, and all of the terms and conditions hereof, shall be deemed to be covenants running with the Lands, and a burden upon Owner's interest in the Lands for the benefit of NativState's interest in the Lands.

20. ***Remedies.*** Upon the breach or threatened breach of any of the terms of this Agreement, the non-defaulting Party shall have all rights and remedies, at law and in equity, including the right to damages, and equitable remedies of injunction and specific performance, without the necessity of proving irreparable harm or an inadequate remedy at law, or the posting a bond. The filing of any particular cause of action shall not be deemed to be an election of remedies. In the event of any disputes related to this Agreement, the prevailing Party shall be entitled to recover its costs of investigation, court costs, out-of-pocket expenses, expert witness fees, reasonable attorneys' fees and costs of collection from the opposing Party. EACH PARTY HEREBY EXPRESSLY WAIVES, DISCLAIMS AND RELEASES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE HEREUNDER.

21. ***Severability***. If any of the terms of this Agreement are held by a court of competent jurisdiction to be in violation of any applicable law, such terms shall be deemed modified to the extent required to comply with applicable law, and as so modified such terms and this Agreement shall remain in full force and effect.

22. ***Construction.*** For purposes of this Agreement, the term "including" shall mean "including, but not limited to." Each Party hereby acknowledges, represents and agrees that the Parties have equal bargaining power, this Agreement is the result of arms-length negotiations, and this Agreement is drafted jointly by the Parties. EACH PARTY HEREBY EXPRESSLY WAIVES, RELEASES AND DISCLAIMS ANY RULE OF CONSTRUCTION THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.

23. ***Further Assurances.*** Each Party shall execute, acknowledge and deliver such instruments and take such other action as may be reasonably necessary to consummate the transactions contemplated by this Agreement. NativState may record this Agreement, or a memorandum of this Agreement, in the county or counties in which the Lands are located. Upon termination or surrender of this Agreement, NativState shall file a release of record in the county or counties in which the Lands are located.

24. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

EXECUTED by the Parties on the dates in their respective acknowledgements below to be effective for all purposes as of the Effective Date.

The Remainder of this Page Left Blank Intentionally, Signature Pages to follow.

OWNER:
CITY OF CONWAY, ARKANSAS

By:_________________________

Title: _________________________

(**ACKNOWLEDGMENT FOR INDIVIDUAL**)

STATE OF ___ARKANSAS_________ §
§ss.
COUNTY OF _FAULKNER_________ §

Before me, the undersigned, a Notary Public, in and for the said County and State, on this _______ day of ______________, 2025, personally appeared ____, as ___________________________________ of City of Conway, Faulkner County, Arkansas, a municipal corporation of Arkansas, on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

SEAL

Signature ____________________________________
Notary Public
Printed ______________________________________

My commission expires ________________________

NATIVSTATE:

NATIVSTATE LLC

By:________________________
Travis Creed, General Counsel

Acknowledgment

STATE OF ___ARKANSAS_______§
§ss.
COUNTY OF ___FAULKNER_______§

The foregoing instrument was acknowledged before me this ______ day of _________________, 2025 by Travis Creed, as General Counsel of NativState LLC, a Delaware limited liability company, on behalf of such company.

(Notary Seal)

____
Notary Public
Printed: Kristy Bonds
My commission expires: 9/19/2028

Schedule 1
Definitions

As used in this Agreement, the following terms shall have the meanings assigned to them below:

a) "Above Ground Tree Biomass" means the total weight, expressed in tons, of all trees located on the Lands equal to or greater than one (1) inch DBH, including stumps, bark, tops, branches, and foliage.

b) "ACR" means the American Carbon Registry.

c) "Agreement" means this Carbon Agreement dated as of the Effective Date between NativState and Owner.

d) "ATFS" means the American Tree Farm System.

e) "Cancellation" or "Cancelled" means the permanent removal of any Credits from a Registry, so that they cannot be transferred, transacted, Retired or applied towards any reduction or removal of emissions.

f) "Certified" or "Certification" means the certification by the ATFS or similar organization of a plan for sustainable forest management on the Lands.

g) *"Credits" mean all right, title and interest in, to and under any and all credits, offsets and allowances* generated by a Project, as Registered and issued by a Registry, including greenhouse gas and carbon offsets and credits, emission reductions and removals, removal enhancements, emissions sequestrations, emissions allowances, and emission reduction tons.

h) "DBH" means diameter at 4½ feet above the ground.

i) "Deferred Harvesting" as defined in Section 7.

j) "Effective Date" as defined in the preamble to this Agreement.

k) "Election to Exercise" means Owner's election to exercise the Deferred Harvesting option in accordance with the terms of Section 7.

l) "Forest" means all timber, trees, wood, brush, plants and vegetation located on the Lands.

m) "Forest Carbon Inventory" means NativState' s determination of the Stocking and Above Ground Tree Biomass on the Lands.

n) "IMG" means independently managed group.

o) "Improved Forest Management" as defined in Section 5.

p) "Indexed Royalty Schedule" means an increase in the Owner's Royalty based on the selling price of the carbon credits, as defined in Section 4, or if Owner delivers to NativState the Election to Exercise the Deferred Harvesting option, Section 7.

q) "Lands" means the land described in Exhibit A hereto.

r) "Listing" means the process by which NativState submits a Project to a Registry for review, the successful outcome of which results in the Project being approved for Listing on the Registry platform.

s) "Merchantable Timber" means pine with a diameter equal to or greater than five (5") inches at DBH or hardwood with a diameter equal to or greater than five (5") inches at DBH.

t) "NativState" as defined in the preamble to this Agreement.

u) "Owner" as defined in the preamble to this Agreement.

v) "Party" or "Parties" means NativState, and Owner, and their respective successors and assigns.

w) "Plan" means the plans, forest management plan, policies, practices, operations and activities proposed by NativState for Improved Forest Management upon the Lands.

x) "Project" means the carbon offset project on the Lands proposed by NativState in accordance with the Plan and the terms of this Agreement.

y) "Registry" means a greenhouse gas or carbon offset registry, including ACR or similar organization.

z) "Registration" means the acceptance of the Validation of a Project by a Registry, so that the Project is eligible for issuance of Credits.

aa) "Retirement" or "Retired" means the permanent removal of any Credits from circulation as transactable units, so that it represents a permanent reduction or removal of emissions from the atmosphere.

bb) "Reversal" means an intentional or unintentional event that results in the emissions into the atmosphere of stored or sequestered carbon dioxide for which Credits were issued pursuant to the Plan.

cc) "Royalty" as defined in Section 4, or if Owner delivers to NativState the Election to Exercise the Deferred Harvesting option, Section 7.

dd) "Selective Cut" as defined in Section 6.

ee) "Stocking" means the density of each stand of trees located on the Lands, expressed as a percentage, of the aggregate of the basal area (cross-sectional area in sq. ft.) quadriatic mean diameter and trees per acre, of all trees greater than five (5) inches DBH to the referenced optimal density for such stand, which shall be determined by the dominant tree species and site index for such stand.

ff) "Term" as defined in Section 3.

gg) "Validation" means the systematic, independent and documented process for the evaluation of the Project against the applicable requirements of a Registry.

hh) "Verification" means the systematic, independent and documented assessment of the Project by a qualified and impartial third party of the quantification of carbon reductions or removals for a specific reporting period.

EXHIBIT A
The Lands

A tract of land situated in the County of Conway, State of Arkansas, being a part of the S 1/2 of the NW 1/4, a part of the SW 1/4 of the NE 1/4, a part of the NW 1/4 of the SW 1/4, a part of the E 1/2 of the SW 1/4, a part of the N 1/2 of the SE 1/4, a part of the SE 1/4 of the SE 1/4, the SW 1/4 of the SE 1/4 of Section 9, a part of the NW 1/4 of the SW 1/4, a part of the fractional S 1/2 of the fractional S 1/2 of Fractional Section 10, a part of the fractional NW 1/4, a part of the fractional N 1/2 of the fractional NE 1/4, a part of the SW 1/4, a part of the NW 1/4 of the SE 1/4 of Fractional Section 15, a part of the fractional NE 1/4, a part of the fractional SW 1/4, the fractional SE 1/4 of Fractional Section 16, a part of the SE 1/4 of the SE 1/4 of Section 17, a part of the SE 1/4, a part of the fractional S 1/2 of the fractional SW 1/4 of Fractional Section 19, a part of the fractional S 1/2, a part of the SE 1/4 of the NW 1/4, a part of the fractional NE 1/4 of the fractional NE 1/4, a part of the fractional S 1/2 of the Fractional NE 1/4 of Fractional Section 20, a part of the fractional N 1/2, a part of the S 1/2 of Fractional Section 21, a part of the NW 1/4 of Section 22, a part of the W 1/2 of the NW 1/4 of Section 27, a part of the E 1/2 of the NW 1/4, a part of the NE 1/4, a part of the N 1/2 of the SE 1/4 of Section 28, a part of the N 1/2 of the NW 1/4 of Section 29, and a part of the fractional N 1/2 of the fractional N 1/2 of Fractional Section 30, Township 7 North, Range 15 West of the Fifth Principal Meridian and being more particularly described as follows:

More particularly described in Quit Claim Deed, dated September 13, 1985, and recorded April 16, 1986, at Deed Book 151, Page 16, of the records of the Chancery Clerk of Conway County, Arkansas

EXHIBIT B

Selective Harvest Guidelines for NativState Participants in the Southeastern U.S.

The intention of these guidelines is to provide guidance to the Landowner and/or their forest management staff in the selective harvest of their timber resources so as not to create an intentional reversal of carbon credits for the duration of the carbon agreement.

Acknowledgment is made that it would be impractical to outline every possible harvest scenario, given the differences in acreage, stocking levels, topography, forest product specifications, local timber markets, growth rates and site productivity. Therefore, the following guidelines are for the maximum allowable harvest levels are provided.

- No harvest activity is allowed in the first 5 years of the Carbon Project. Notwithstanding the case of insect or disease outbreak, or salvage harvests due to natural disaster.
- As shown in the chart below, the landowner may elect to harvest up to a given percentage per year for pine plantation acres and another percentage per year of the remaining non-pine plantation acres, based on the initial inventoried merchantable timber over the course of the first 20-year crediting period. Harvests will continue to be allowed in the second 20-year crediting period, provided the allowable harvest guidelines are followed during the first 20-year crediting period.
- Under no circumstance will the amount harvested reduce the original initial inventoried merchantable volume.
- The allowable harvest will be calculated regionally, based on eco-region divisions done by the Climate Action Reserve. See attached map.

Allowable Harvest Area	Pine Plantation Allowable Harvest/Year	Hardwood, Pine/Hardwood/Other Allowable Harvest/Year
AR-1	1.5%	1.0%
AR-2	2.5%	1.5%

Under the terms of the agreement, the Landowner must contact NativState a minimum of 90 days prior to any harvest activity beginning. When the Landowner contacts NativState, NativState will evaluate the harvest request to align with the respective forest certification program (FSC, SFI, ATFS) and confirm with the Landowner the maximum allowable harvest volume in U.S. tons or thousand board feet (Mbf) that has accrued on their lands at the time of harvest, based upon the percentages previously described.

At the Landowner's request, limited exceptions may be made on a case-by-case basis after a thorough review that will include, but will not be limited to, Landowner discussion, updated inventory, updated computer credit modeling, etc. The timing and acreage of any harvests will impact the amount the amount of carbon credits generated during the Project, but following these guidelines should be adequate to reduce the likelihood of an intentional reversal of carbon credits for this Landowner.

EXHIBIT C

ELECTION TO EXERCISE DEFERRED HARVESTING OPTION

Pursuant to that certain Carbon Agreement (the "Carbon Agreement"), dated effective as of _______________, 2025 (the "Effective Date"), between NativState LLC, a Delaware limited liability company ("NativState"), __________________ ("Owner"), having an address of ________________, the parties agreed to develop a carbon offset project for Improved Forest Management upon the lands (the "Lands"), as described in Exhibit A attached hereto and by this reference incorporated herein. NativState and Owner shall be referred to herein, individually, as a "Party, and collectively, as the "Parties." Except as otherwise defined herein, all capitalized terms shall have the meanings assigned to them in the Carbon Agreement.

Numerical Section 7. Of the Carbon Agreement has the option to elect to the Deferred Harvest Option.

7. ***Deferred Harvesting Option***. Owner shall have the right, but not the obligation, to elect the following described Deferred Harvesting option by signing Owner's Election to Exercise below or by delivering such written election to NativState on or before thirty (30) days after delivery of the Forest Carbon Inventory by NativState to Owner. If Owner delivers to NativState such Election to Exercise within said time period, then Owner shall be deemed to have expressly and irrevocably waived, released and disclaimed any and all rights to engage in any Selective Cut upon the Lands, and shall be deemed conclusively to be subject to and burdened by the terms of Deferred Harvesting under the Plan and this Agreement. In consideration of Owner's timely delivery to NativState of the Election to Exercise hereunder, the Royalty shall be increased from thirty percent (30%) to forty percent (40%). Notwithstanding the foregoing, with respect to fifty percent (50%) of the Royalty payable by NativState to Owner hereunder, in lieu of the Royalty described above, the Royalty shall be indexed based upon the gross proceeds received by NativState from the sale of Credits to a third party as follows: (i) a proportionate forty percent (40%) of that portion of the gross proceeds per Credit equal to or less than Twenty Dollars ($20.00) per Credit (50% x 40%); (ii) a proportionate fifty percent (50%) of that portion of the gross proceeds per Credit in excess of Twenty Dollars ($20.00) per Credit, but less than or equal to Thirty Dollars ($30.00) per Credit (50% x 50%); and (iii) a proportionate eighty percent (80%) of that portion of the gross proceeds per Credit greater than Thirty Dollars ($30.00) per Credit (50% x 80%). As used in this Agreement, "Deferred Harvesting" means Owner shall not conduct any tree cutting or harvesting activities on the Lands, except: (a) the cutting of standing dead or dying trees for firewood. (b) the clearing of trees in small areas for use as food plots and hunt stands, borrow pits, turn arounds, short spur roads, small pasture areas or small cabin sites; provided that such clearing is limited to no more than two percent (2%) of the Lands with an overall limit of five (5) acres during the Term of this Agreement; and (c) the cutting of trees to mitigate pest and disease outbreaks, including salvage cutting and preventative silvicultural treatments; provided, in the case of more than two (2) acres or one percent (1%) of the Lands being impacted, Owner delivers to NativState a written management plan prepared by a qualified forestry professional describing the nature of the disturbance and the silvicultural methods employed to mitigate the impact. All such Deferred Harvesting shall be at Owner's cost and expense. On or before Sixty (60) days before Owner commences any cutting, thinning, clearing, harvesting, logging or similar activities on the Lands, Owner shall deliver to NativState written notice of such activities with reasonable detail thereof, and NativState shall have the right, but not the obligation, to enter upon the Lands and witness such activities.

Therefore, by this Notice Owner elects to exercise the Deferred Harvesting Option as to those lands described on Exhibit A-1;

If Owner does not want to exercise the Deferred Harvesting Option as to all the lands covered by the Carbon Agreement, the lands described on Exhibit A-2 will remain under the Selective Cut Option, as described in Numerical Section 6 of the Carbon Agreement.

Do Not Execute until provided with Forest Inventory- this exhibit is provided as an example.

OWNER:

By: ______________________________

Date: ______________________________

Exhibit A-1
Deferred Harvesting Option
The Lands

Exhibit A-2
Select Cut Option
The Lands

ORDER FOR GUARANTEED PAYMENT OF FUTURE ROYALTY

Pursuant to that certain Carbon Agreement (the "Carbon Agreement"), dated effective as of September 22, 2025 (the "Effective Date"), between NativState LLC, a Delaware limited liability company ("Payor"), and City of Conway, Faulkner County, Arkansas, a municipal corporation of Arkansas ("Payee"), the parties agreed to develop a carbon offset project for Improved Forest Management upon the lands (the "Lands"), as described in Exhibit A attached hereto and by this reference incorporated herein. Except as otherwise defined herein, all capitalized terms shall have the meanings assigned to them in the Carbon Agreement.

Subject to the terms and conditions of this Order for Payment (this "Order for Payment"), Payor hereby agrees to pay Payee a guaranteed payment of future royalty (the "Payment") equal to:

1. Six Thousand Nine Hundred Seventy Six and 00/100 Dollars ($6,976.00), which represents Ten Dollars (**$10.00**) per acre for 697.60 acres of the Net Forested Acres located upon the Lands, within sixty (60) business days (the "Due Diligence Period") after receipt by Payor of the Carbon Agreement signed and notarized by Payee, along with this Order For Payment signed by Payee.
2. If carbon credits have not yet been sold from this contract prior to the first anniversary of the effective date of the agreement, Payor agrees to pay Payee an additional Ten Dollars ($10.00) per acre for 697.60 acres of the Net Forested Acres upon the Lands, to be paid on or before *June 30 or December 31 of 2026. (Agreements executed January - June will be paid June 30 of 2026. Agreements executed July – December will be due on or before December 31, of 2026.*
3. If carbon credits have not yet been sold from this contract prior to the 2nd anniversary of the effective date of the agreement, Payor agrees to pay Payee an additional Ten Dollars ($10.00) per acre for 697.60 acres of the Net Forested Acres upon the Lands, to be paid on or before *June 30 or December 31 of 2027. (Agreements executed January - June will be paid June 30 of 2027. Agreements executed July – December will be due on or before December 31, of 2027.*

For purposes of this Order for Payment, "Net Forested Acres" means that portion of the Lands with a minimum Stocking of eighty percent (80%), or more. If Payor determines that the Net Forested Acres owned of record by Payee, and eligible for the Improved Forest Management, is different than the Net Forested Acres set forth above, then the Payment due Payee hereunder will be adjusted accordingly. Payor agrees to pay Payee as Owner pursuant to the terms of the Carbon Agreement the Royalty on the gross proceeds received by Payor from the sale of Credits to a third party. Payor and Payee acknowledge and agree that the Payment determined pursuant to the terms of this Order for Payment shall be deemed the consideration for the Carbon Agreement, and an advance payment of the Royalty that may become due and payable in the future pursuant to the terms of the Carbon Agreement. Notwithstanding anything to the contrary, Payor shall have the right to recoup the Payments hereunder as a deduction of up to 50% of the initial Royalty payment and subsequent payments that may become due and payable to Payee / Owner pursuant to the terms of the Carbon Agreement until the advance is repaid in full. Payor's obligations under this Order for Payment will be deemed to have been satisfied when Payor sends a check payable to Payee in the amount of the Payment by certified mail, or other courier service providing proof of transmittal and delivery, to the address set forth below. If Payee does not receive the Payment within the above-described time period, Payee shall deliver to Payor written notice thereof, and Payor shall have the right to cure by payment to Payee of the Payment on or before five (5) business days after receipt by Payor of Payee's written notice. If NativState does not pay Owner the Payment within such five (5) business day period, the Carbon Agreement shall terminate, and thereafter, NativState shall have no duty, obligation or liability for the failure to pay the Payment.

Payee: City of Conway
Address: 111 Main Street, Conway, AR 72032

<u>Due Diligence Terms and Conditions:</u>

This Order for Payment is subject to the confirmation by NativState of the following:

- Payee owns marketable title to the Lands as reflected in the real property records of the counties in which the Lands are located;
- The Lands are free and clear of all liens, encumbrances, mortgages, deeds of trust, pledges, levies, charges and judgments which would have an adverse effect on the Carbon Agreement;
- There is no existing Conservation Reserve Program, Wetland Reserve Program, conservation easement, timber lease or other agreement burdening the Lands which would be in conflict with Improved Forest Management or the Carbon Agreement;
- The Forest upon the Lands has not been clear cut or subject to other forest management practices which would render the Lands ineligible or unsuitable for Improved Forest Management.

<u>PAYOR:</u>

NATIVSTATE LLC

By: ____________________________
Travis Creed, General Counsel

Date: _________________________

<u>PAYEE:</u>

CITY OF CONWAY, FALKNER COUNTY, ARKANSAS

By: ____________________________

By: ____________________________

Date: __________________________

Phone # ______________________

Email: _______________________

Exhibit A
The Lands

A tract of land situated in the County of Conway, State of Arkansas, being a part of the S 1/2 of the NW 1/4, a part of the SW 1/4 of the NE 1/4, a part of the NW 1/4 of the SW 1/4, a part of the E 1/2 of the SW 1/4, a part of the N 1/2 of the SE 1/4, a part of the SE 1/4 of the SE 1/4, the SW 1/4 of the SE 1/4 of Section 9, a part of the NW 1/4 of the SW 1/4, a part of the fractional S 1/2 of the fractional S 1/2 of Fractional Section 10, a part of the fractional NW 1/4, a part of the fractional N 1/2 of the fractional NE 1/4, a part of the SW 1/4, a part of the NW 1/4 of the SE 1/4 of Fractional Section 15, a part of the fractional NE 1/4, a part of the fractional SW 1/4, the fractional SE 1/4 of Fractional Section 16, a part of the SE 1/4 of the SE 1/4 of Section 17, a part of the SE 1/4, a part of the fractional S 1/2 of the fractional SW 1/4 of Fractional Section 19, a part of the fractional S 1/2, a part of the SE 1/4 of the NW 1/4, a part of the fractional NE 1/4 of the fractional NE 1/4, a part of the fractional S 1/2 of the Fractional NE 1/4 of Fractional Section 20, a part of the fractional N 1/2, a part of the S 1/2 of Fractional Section 21, a part of the NW 1/4 of Section 22, a part of the W 1/2 of the NW 1/4 of Section 27, a part of the E 1/2 of the NW 1/4, a part of the NE 1/4, a part of the N 1/2 of the SE 1/4 of Section 28, a part of the N 1/2 of the NW 1/4 of Section 29, and a part of the fractional N 1/2 of the fractional N 1/2 of Fractional Section 30, Township 7 North, Range 15 West of the Fifth Principal Meridian and being more particularly described as follows:

More particularly described in Quit Claim Deed, dated September 13, 1985, and recorded April 16, 1986, at Deed Book 151, Page 16, of the records of the Chancery Clerk of Conway County, Arkansas

City of Conway, Arkansas
Resolution No. R-25-____

A RESOLUTION OF INTENT REGARDING THE REIMBURSEMENT OF CERTAIN COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN TELECOMMUNICATIONS NETWORK IMPROVEMENTS WITHIN THE CITY

Whereas, the City of Conway, Arkansas (the "City") owns a telecommunications system (the "System") serving the residents of the City, which System is operated and maintained by the Conway Corporation, a nonprofit corporation organized and existing under the laws of the State of Arkansas (the "Corporation"), pursuant to a lease from the City and an exclusive franchise to operate the System granted to the Corporation by the City; and

Whereas, the Corporation has previously determined the need for certain improvements and betterments to the System, including the planning, design, acquisition, construction and installation of a fiber optic communications network throughout the City (the "Project") in order to better serve the residents of the City; and

Whereas, the Corporation has estimated the costs of planning, design, acquisition, construction and installation of the Project to be $35,000,000; and

Whereas, the Corporation intends to temporarily obtain the necessary funds to complete the Project from reserves until such time as City approves an issue of tax-exempt revenue bonds for such purpose; and

Whereas, the purpose of this Resolution is for the City to declare its "official intent" to reimburse itself or the Corporation for certain costs (incurred by or on behalf of the City and related to the Project) pursuant to Section 1.150-2 of the Regulations of the U.S. Department of Treasury promulgated pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

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

Section 1. That the adoption of this Resolution is intended as the City's "official intent" to reimburse itself or the Corporation from the proceeds of tax-exempt bonds for costs of the Project and related expenses advanced by the City or the Corporation.

Section 2. That a copy of this resolution shall be furnished by the Mayor to any entity requesting such a copy in connection with the financing of the Project.

PASSED AND APPROVED this 14th day of October, 2025.

Approved:

By: ___________________________
Bart Castleberry, Mayor

Attest:

By: ______________________________
Denise Hurd, City Clerk/Treasurer

[S E A L]

City of Conway, Arkansas
Office of the Mayor
Mayor Bart Castleberry
1111 Main Street
Conway, AR 72032
www.conwayarkansas.gov

MEMO

To: Mayor Castleberry

CC: City Council Members

From: Felicia T. Rogers

Date: October 10, 2025

Re: October 14, 2025 City Council Agenda

The following ordinances are included on the October 14th, 2025, City Council Agenda for consideration of waiving the three readings of each ordinance listed below:

1. B-2 - Ordinance appropriating funds received from the Department of Housing and Urban Development for the Community Development Department.

2. B-3 - Ordinance appropriating donation funds for the Conway Tree Board.

3. B-4 - Ordinance appropriating insurance funds for the Planning & Development Department.

4. C-1 - Ordinance accepting and appropriating grant funds from the Best Friends Animal Society for the Animal Welfare Services.

5. C-2 - Ordinance to approve entering into an agreement with Burton Pools and Spas for the Conway Community Center.

6. C-3 - Ordinance appropriating funds for building maintenance for the Parks and Recreation Department.

7. D-1 - Ordinance authorizing a personnel reclassification for the Conway Emergency Operations Center.

Please advise if you have any questions.

City of Conway, Arkansas
Ordinance No. O-25-___

AN ORDINANCE ACCEPTING FEDERAL FUNDING, APPROPRIATING GRANT REVENUE, & APPROVING CONTRACTS FOR PUBLIC SERVICES FOR THE CONWAY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AND FOR OTHER PURPOSES:

Whereas, the Department of Housing and Urban Development ("HUD") has awarded grant funds to the Community Development Block Grant ("CDBG") in the amount of $510,478 for FY2025 funding; and

Whereas, each nonprofit agency awards funding through the public services category must enter into a subrecipient agreement with the CDBG Program.

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

Section 1. The City of Conway shall accept grant proceeds from the Department of Housing and Urban Development (HUD) in the amount of $510,478 for Community Development Block Grant program activities.

Section 2. The City of Conway shall appropriate $510,478 in the Community Development Accounts to the following projects:

Amount:	Purpose/Subrecipient:
$15,000.00	Services - CARTI – Health Services
$15,000.00	Services - Independent Living Services – Transportation
$12,000.00	Services – Boys and Girls Club – Transportation
$12,000.00	Services - Faulkner County Council on Aging – Transportation
$10,000.00	Services - CAPCA – Transportation
$7,000.00	Services - Milestones – Transportation
$5,000.00	Services – Dream Foundation – Educational Services
$50,000.00	Small Business Grant Program – Economic Development
$289,478.00	Airport Park Renovations
$95,000.00	Administration

Section 3. The City of Conway shall approve the Mayor to enter into agreements with all the listed agencies and approve the projects/program above for the Program Year 2025 (July 1, 2025 – June 30, 2026).

Section 4. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 14th day of October 2025.

Approved:

____
Mayor Bart Castleberry

Attest:

____
Denise Hurd
City Clerk/Treasurer

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 $500 from First Security Bank 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 $500 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 14th day of October 2025**.**

Approved:

Attest:

____
Mayor Bart Castleberry

____
Denise Hurd
City Clerk/Treasurer

City of Conway, Arkansas
Ordinance No. O-25- _____

AN ORDINANCE ACCEPTING AND APPROPRIATING INSURANCE FUNDS FOR THE PLANNING DEPT;

Whereas, insurance payments in the amount of $4,847.15 from the Arkansas Municipal League have been received in support of the paid claim for repairs to the City vehicle, 2020 Dodge Durango VIN ending in 286980; 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 funds in the amount of $4,847.15 and appropriate said funds from the General Fund to Vehicle Maintenance Account (001-105-5450).

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

PASSED this 14th day of October 2025.

Approved:

Attest:

____
Mayor Bart Castleberry

____
Denise Hurd
City Clerk/Treasurer

City of Conway, Arkansas
Ordinance No. O-25-___

AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT FUNDING FOR THE CONWAY ANIMAL SERVICES FROM BEST FRIEND ANIMAL SOCIETY GRANT; AND FOR OTHER PURPOSES.

Whereas, the City of Conway Animal Services was awarded $20,000 from Best Friends Animal Society Grant; and

Whereas, this funding was for the implementation and utilization of community cat programming and kitten intake diversion programming that results in increased live outcomes for cats; and

Whereas, the third draw payment of $4,000 has been received for such purposes.

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

Section 1. The City of Conway shall accept the second draw grant payment of $4,000 from Best Friends Animal Social Grant for Conway Animal Services.

Section 2. The City of Conway shall appropriate funding in the amount of $4,000 from the Other Grant Revenues Account (399.000.4752) to the Miscellaneous Supplies Account (399.127.5699).

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

PASSED this 14th day of October 2025.

Approved:

____
Mayor Bart Castleberry

Attest:

____
Denise Hurd
City Clerk/Treasurer

City of Conway, Arkansas
Ordinance No. O-25-___

AN ORDINANCE TO WAIVE THE COMPETITIVE BID PROCESS FOR THE PURCHASE OF POOL EQUIPMENT CHEMICALS, SUPPLIES AND SERVICES FOR THE CONWAY COMMUNITY CENTER; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the Conway Community Center Department has been working with the original equipment manufacturers and installers (Commercial Aquatics Service & Support and Rotolo) to ensure pools and equipment are properly maintained; and

Whereas, Commercial Aquatics Service & Support recommends the City use Burton Pools and Spas. Quotes for similar products were obtained as follows; Bluewater CAS - Chlorine $3.25/Lb. and Acid $3.20/lb. Burton Pools and Spas Chlorine $3.94/lb. and Acid $1.86/lb.; therefore, we request that City Council waive the bid process and allow the City to enter into an agreement with Burton Pools and Spas.

Whereas, funding for these products and services is included in the 2025 budget.

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

Section 1. The City of Conway shall waive competitive bid requirements for pool equipment supplies and services.

Section 2. The City of Conway shall enter into an agreement with Burton Pools and Spas to provide pool equipment supplies and services.

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

Section 4. This ordinance is necessary for the protection of the public peace, health and safety, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 14th day of October 2025.

Approved:

____
Mayor Bart Castleberry

Attest:

____
Denise Hurd
City Clerk/Treasurer

City of Conway, Arkansas
Ordinance No. O-25-___

AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY PARKS AND RECREATION DEPARTMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

Whereas, the Conway Parks and Recreation Department needs to purchase replacement air conditioning units at multiple locations for the efficient operation of the department, and

Whereas, such items are allowed to be purchased out of the Advertising & Promotion Account; and

Whereas, because time is of the essence for the purchases and because this equipment is necessary for the effectiveness of the Parks and Recreation Department, it is the desire of the City Council to appropriate funds from the Advertising & Promotion Account to make the following purchases:

Don Owen Sports Center (Maintenance Shop)	$19,200
Don Owen Sports Center (Main Building)	$30,500
Conway Event Center	$22,500

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 in the amount of $72,200 from the Advertising & Promotion Fund Balance Account (252-000-4900) to the Advertising & Promotion CIP - Misc Account (252-140-5990).

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

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

PASSED this 14th day of October, 2025.

Approved:

____
Mayor Bart Castleberry

Attest:

____
Denise Hurd
City Clerk/Treasurer

City of Conway, Arkansas
Ordinance No. O-25-____

AN ORDINANCE TO RECLASSIFY A VACANT TELECOMMUNICATOR POSITION TO A PUBLIC SAFETY SYSTEMS TECHNICIAN POSITION WITHIN THE CONWAY EMERGENCY OPERATIONS CENTER AND FOR OTHER PURPOSES

Whereas, the Conway Emergency Operations Center (CEOC) provides 911 call intake and dispatching services for the City of Conway, Faulkner County, and associated public safety agencies; and

Whereas, the CEOC currently has a vacant Telecommunicator position that remains unfilled; and

Whereas, operational needs have demonstrated that a technician position is essential to support the communications infrastructure, including but not limited to: support of computer-aided dispatch (CAD) systems, radio systems, telephone systems, emergency alerting platforms, and the programming and troubleshooting of radios for supported public safety agencies; and

Whereas, the consolidation of all 911 Public Safety Answering Point (PSAP) services for Conway and Faulkner County has significantly increased the technical workload and system demands on the CEOC, further underscoring the necessity of dedicated technical staff to maintain mission-critical operations; and

Whereas, this position, once filled, will reduce the CEOC's dependency on the City Information Technology Department by providing in-house expertise for troubleshooting and maintaining specialized public safety systems; and

Whereas, the creation of a technician position will provide critical technical support to ensure the ongoing reliability and resiliency of public safety communications, while also allowing operational staff to focus on their primary duties; and

Whereas, the requested Technician position will be a reclassification of the vacant Telecommunicator position, and not an addition to the total authorized employee count, and is proposed at a salary range of $65,000 to $75,000.00 annually, which is competitive with comparable positions across the country and necessary to attract and retain qualified technical staff.

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

Section 1. The vacant Telecommunicator position in the Conway Emergency Operations Center is hereby reclassified to a Technician position.

Section 2. The Technician position shall be compensated at an annual salary range between $65,000 and $75,000.

Section 3. The funding for this reclassification shall come from the existing CEOC personnel budget, and no additional staffing positions are created by this ordinance.

Section 4. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 14th day of October, 2025.

Approved:

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Mayor Bart Castleberry

Attest:

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Denise Hurd
City Clerk/Treasurer

City of Conway, Arkansas
Resolution No. R-25-____

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF A VOLUNTARY PROPERTY TAX FOR THE PURPOSE OF OPERATING THE CITY OF CONWAY ANIMAL WELFARE SHELTER, FOR THE YEAR 2025 TO BE COLLECTED IN 2026.

WHEREAS, Ark. Code Ann. § 26-25-102 provides that a city may levy a voluntary property tax on the real and personal property located within the city for the **City of Conway Animal Welfare Shelter,** in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, by vote of the electors of the City of Conway, Arkansas, at Special Election held on November 5th, 1968, and that the Mayor is hereby ordered and directed to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2025 to be collected in 2026.

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

Section 1. The voluntary property tax rate for the City of Conway Animal Welfare Shelter on the real and personal property situated within the city and to be collected in the year 2026 shall be fixed and levied at the rate of **Two Tenth's (.2)** mill on each dollar of assessed value of real and personal property.

Section 2. The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3. The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2025, to be collected in 2026, at its regular meeting in November according to law.

PASSED this 14th day of October, 2025.

Approved:

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Mayor Bart Castleberry

Attest:

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Denise Hurd
City/Clerk Treasurer

City of Conway, Arkansas
Resolution No. R-25-_____

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF A VOLUNTARY PROPERTY TAX FOR THE PURPOSE OF OPPERATING THE CITY OF CONWAY PUBLIC RECREATION AND PLAYGROUNDS, FOR THE YEAR 2025 TO BE COLLECTED IN 2026.

WHEREAS, Ark. Code Ann. § 26-25-102 provides that a city may levy a voluntary property tax on the real and personal property located within the city for the **City of Conway Public Recreation and Playgrounds,** in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, by vote of the electors of the City of Conway, Arkansas, at Special Election held on October 27th, 1964 under the provisions of Ordinance No. A-418, and that the Mayor is hereby ordered and directed to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2025 to be collected in 2026.

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

Section 1. The voluntary property tax rate for the City of Conway public recreation and playgrounds on the real and personal property situated within the city and to be collected in the year 2026 shall be fixed and levied at the rate of **Four-Tenth's (.4) mill o**n each dollar of assessed value of real and personal property.

Section 2. The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3. The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2025, to be collected in 2026, at its regular meeting in November according to law.

PASSED this 14th day of October, 2025.

Approved:

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Mayor Bart Castleberry

Attest:

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Denise Hurd
City/Clerk Treasurer

City of Conway, Arkansas
Resolution No. R-25-____

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF A VOLUNTARY PROPERTY TAX FOR THE PURPOSE OF OPPERATING AND MAINTAINING THE CITY OF CONWAY CEMETERIES, FOR THE YEAR 2025 TO BE COLLECTED IN 2026.

WHEREAS, Ark. Code Ann. §26-25-102 provides that a city may levy a **voluntary** property tax on the real and personal property located within the city for the **City of Conway Cemeteries,** in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Ark. Code Ann. §26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Conway and its citizens to levy the rate of voluntary taxation on the real and personal property located within the said city as set forth herein, and to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2025 to be collected in 2026.

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

Section 1. The voluntary property tax rate for the City of Conway Cemeteries on the real and personal property situated within the city and to be collected in the year 2026 shall be fixed and levied at the rate of **Four-Tenth's (.4) mill** on each dollar of assessed value of real and personal property.

Section 2. The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3. The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2025, to be collected in 2026, at its regular meeting in November according to law.

PASSED this 14th day of October, 2025.

Approved:

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Mayor Bart Castleberry

Attest:

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Denise Hurd
City/Clerk Treasurer

City of Conway, Arkansas
Resolution No. R-25-_____

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF PROPERTY TAX FOR THE CITY OF CONWAY POLICE OFFICER PENSION, FOR THE YEAR 2025 TO BE COLLECTED IN 2026

WHEREAS, Ark. Code Ann. § 26-25-102 provides that a city may levy a tax on the real and personal property located within the city for the City of **Conway Police Officer Pension and Relief Fund**, in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, by vote of the electors of the City of Conway, Arkansas, at General Election held on November 4th, 1958, and that the Mayor is hereby ordered and directed to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2025 to be collected in 2026.

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

Section 1. The property tax rate for the City of Conway Policeman's Pension and Relief Fund on the real and personal property situated within the city and to be collected in the year 2025 shall be fixed and levied at the rate of **Four-Tenth's (.4) mill** on each dollar of assessed value of real and personal property.

Section 2. The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3. The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2025, to be collected in 2026, at its regular meeting in November according to law.

PASSED this 14th day of October, 2025.

Approved:

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Mayor Bart Castleberry

Attest:

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Denise Hurd
City/Clerk Treasurer

City of Conway, Arkansas
Resolution No. R-25-_____

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF PROPERTY TAX FOR THE CITY OF CONWAY FIRE FIGHTER'S PENSION AND RELIEF FUND, FOR THE YEAR 2025 TO BE COLLECTED IN 2026

WHEREAS, Ark. Code Ann. § 26-25-102 provides that a city may levy a tax on the real and personal property located within the city for the City of **Conway Fire Fighters' Pension and Relief Fund,** in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, by vote of the electors of the City of Conway, Arkansas, at Special Election held on May 3rd, 1966, and that the Mayor is hereby ordered and directed to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2025 to be collected in 2026.

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

Section 1. The property tax rate for the City of Conway Fire Fighters Pension and Relief Fund on the real and personal property situated within the city and to be collected in the year 2026 shall be fixed and levied at the rate of **Four-Tenth's (.4) mill** on each dollar of assessed value of real and personal property.

Section 2. The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3. The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2025, to be collected in 2026, at its regular meeting in November according to law.

PASSED this 14th day of October, 2025.

Approved:

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Mayor Bart Castleberry

Attest:

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Denise Hurd
City/Clerk Treasurer

City of Conway, Arkansas
Resolution No. R-25-______

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF PROPERTY TAX FOR THE CITY OF CONWAY NON-UNIFORM PENSION AND RELIEF FUND, FOR THE YEAR 2025 TO BE COLLECTED IN 2026

Whereas, Ark. Code Ann. § 26-25-102 provides that a city may levy a tax on the real and personal property located within the city for the **Conway Paid Non-Uniformed Pension and Relief Fund**, in any one year, pursuant to the provisions of the Arkansas Constitution; and

Whereas, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

Whereas, by vote of the electors of the City of Conway, Arkansas, at Special Election held on May 3rd, 1966, and that the Mayor is hereby ordered and directed to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2025 to be collected in 2026.

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

Section 1: The property tax rate for the City of Conway Paid Non-Uniformed Pension and Relief Fund on the real and personal property situated within the city and to be collected in the year 2026 shall be fixed and levied at the rate of **Four Tenth's (.4) mill** on each dollar of assessed value of real and personal property.

Section 2: The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3: The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2025, to be collected in 2026, at its regular meeting in November according to law.

Passed this 14th day of October, 2025.

Approved:

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Mayor Bart Castleberry

Attest:

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Denise Hurd
City/Clerk Treasurer

City of Conway, Arkansas
Resolution No. R-25-_______

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF PROPERTY TAX FOR THE CITY OF CONWAY, ARKANSAS FOR THE YEAR 205 TO BE COLLECTED IN 2026

WHEREAS, Ark. Code Ann. § 26-25-102 provides that a city may levy a tax on the real and personal property located within the city for the purpose of raising **General Fund revenues** in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Conway and its citizens to levy the rate of taxation on the real and personal property located within the said city as set forth herein, and to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2025 to be collected in 2026.

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

Section 1. The property tax rate for the City of Conway **General Fund Revenue** on the real and personal property situated within the city and to be collected in the year 2026 shall be fixed and levied at the rate of **Three (3.0) mill** on each dollar of assessed value of real and personal property.

Section 2. The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3. The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2025, to be collected in 2026, at its regular meeting in November according to law.

PASSED this 14th day of October, 2025.

Approved:

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Mayor Bart Castleberry

Attest:

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Denise Hurd
City/Clerk Treasurer