

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
April 21, 2009**

A meeting of the Fayetteville City Council will be held on April 21, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

A. Consent:

1. Approval of the April 7, 2009 City Council meeting minutes. **MINUTES WERE REMOVED.**
2. **Bid # 09-27 Landers McLarty Ford:** A resolution to award a bid to Landers McLarty Ford in the amount of \$18,150.75 for the purchase of one 2009 Ford Ranger 4x4 Super Cab pickup truck.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 86-09.

3. **Bid # 09-28 Landers McLarty Ford:** A resolution to award a bid to Landers McLarty Ford in the amount of \$15,041.75 for the purchase of one Ford Ranger pickup.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 87-09.

4. **Bid # 09-29 Lewis Ford Sales:** A resolution to approve the purchase of two cab and chassis utility body trucks from low bidder Lewis Ford Sales in a total amount of \$91,962.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 88-09.

5. **Ground Zero Construction, Inc.:** A resolution to award to the low bidder, Ground Zero Construction, Inc. a contract for construction of drainage improvements and sidewalks for Missouri Creek and Rolling Hills Drive in the amount of \$135,018.00 plus a contingency in the amount of \$20,252.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 89-09.

6. **Kid's ID Print Program:** A resolution to thank Sam's Club for its \$1,000.00 contribution to fund the Kid's ID Print Program, to accept this grant and to approve a budget adjustment to recognize this revenue.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 90-09.

7. **State Forfeiture Revenue:** A resolution to approve a budget adjustment in the amount of \$21,118.00 to recognize state forfeiture revenue derived primarily from the Fourth Judicial Task Force and DEA.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 91-09.

8. **Federal Forfeiture Revenue:** A resolution to approve a budget adjustment to recognize \$812.00 in revenue as the result of federal forfeitures by the Fourth Judicial Task Force and DEA.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 92-09.

9. **Bronze Sculpture Manhole Cover Donation:** A resolution to thank Hershey and Denise Garner and to accept their donated sculptured bronze manhole cover for a storm sewer at the Blair Library.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 93-09.

10. **EPA Wetlands Program Development Grant:** A resolution authorizing the Mayor to apply for an EPA Region 6 Wetland Program Development Grant in the amount of \$250,000.00 for a stream restoration project through Sweetbriar Park and surrounding areas.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 94-09.

B. Unfinished Business:

1. **RZN 08-3084 (Candlelight Place):** An ordinance rezoning that property described in rezoning petition RZN 08-3084, for approximately 0.94 acres, located at the southeast corner of Gregg Avenue and Ash Street from RSF-4, Residential Single-Family, 4 units per acre, to RMF-24, Residential Multi-Family, 24 units per acre. *This ordinance was left on the First Reading at the October 21, 2008 City Council meeting and Tabled to the*

November 6, 2008 City Council meeting. This ordinance was left on the Second Reading at the November 6, 2008 City Council meeting and Tabled Indefinitely.

This ordinance was left on the Third Reading at the March 3, 2009 City Council meeting and Tabled to the April 21, 2009 City Council meeting.

THIS ITEM WAS TABLED INDEFINITELY.

2. **Fayette Junction Master Plan:** A resolution to adopt the Fayette Junction Master Plan vision document and Illustrative Master Plan.

This resolution was Tabled at the April 7, 2009 City Council meeting to the April 21, 2009 City Council meeting.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 95-09.

3. **ADM 09-3219 Amend Chapter 166:** An ordinance amending the Unified Development Code subsection 166.12: Structures Not Allowed Over Public Easements, to clarify what types of structures are permitted in easements, and to establish consistent guidelines for the installation of structures in easements.

This ordinance was left on the Second Reading at the April 7, 2009 City Council meeting.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5233.

C. Public Hearing:

1. **Ozark Theatre Limited Partnership Condemnation:** A resolution to authorize the City Attorney to seek condemnation of property at 70 North College Avenue owned by Ozark Theatre Limited Partnership.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 96-09.

D. New Business:

1. **Child Abuse Prevention Month:** A resolution declaring April to be "Child Abuse Prevention Month" in the City of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 97-09.

2. **Arkansas Western Gas Company:** A resolution to approve and certify the participation of Arkansas Western Gas Company in the Arkansas tax back program and to agree to authorize DF&A to refund city sales tax back to Arkansas Western Gas Company.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 98-09.

3. **Tenant/Samples De-annexation:** An ordinance concurring with Farmington ordinance No. 2009-05, providing for the voluntary detachment of certain lands from the City of Fayetteville, and attaching said lands to the City of Farmington.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5234.

- 4. James Lee Witt Associates Contract:** A resolution approving a contract with James Less Witt Associates, a part of Global Options, Inc. in the amount of \$78,000.00 to provide Federal Legislation Consulting Services to the City of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 99-09.

- 5. Social Media Communication:** A resolution to include social media in citizen communications.

THIS ITEM WAS TABLED TO THE MAY 19, 2009 CITY COUNCIL MEETING.

- 6. 2009 Water and Sewer Revenue Bonds:** An ordinance authorizing the issuance and sale of not to exceed \$8,500,000 of Water and Sewer System Revenue Bonds, Series 2009, by the City of Fayetteville, Arkansas for the purpose of financing improvements to the City's Water and Sewer System; authorizing the execution and delivery of a second supplemental trust indenture pursuant to which the Series 2009 Bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the Series 2009 Bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the Series 2009 Bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5235.

Agenda Additions: Rezoning-Mulch Disposal Site

The following ordinance was added to the agenda:

- 1. Willoughby Road Rezoning:** An ordinance rezoning that property identified as Parcels 765-15560-000 and 765-15560-001, for approximately 15.2 acres, located south of Willoughby Road and 0.8 miles east of Hwy 71B from R-A, Residential Agricultural to I-2, General Industrial.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5236.

Announcements:

- 1. City Council Tour: None**

Adjournment: Meeting adjourned at 8:05 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

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A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

Subject:	Roll				
Alderman Rhoads Arrived at 6:05 Alderman Lucas & Gray were absent	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	Absent			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	Absent during roll call			
	Mayor Jordan	✓			

70

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Lucas	—			
	Lewis				
	Gray	—			
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Mayor Jordan				

Subject:	Consent				
Motion To:		Remove minutes	Approve with minutes removed		
Motion By:		Ferrell	Cook		
Seconded:		Lewis	Petty		
Minutes <u>NOT</u> Approved	Ferrell	✓	✓		
	Lucas	absent	absent		
	Lewis	✓	✓		
	Gray	absent	absent		
	Thiel	✓	✓		
Approved 86-09 to 94-09	Cook	✓	✓		
	Petty	✓	✓		
	Rhoads	absent during the vote	✓		
	Mayor Jordan				

50

60

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Mayor Jordan				

Subject:		RZN 08-3084 (Candlelight Place)			
Motion To:		<i>Table Indef.</i>			
Motion By:		<i>Cook</i>			
Seconded:		<i>Lewis</i>			
B. 1 Unfinished Business <i>Tabled Indef.</i>	Ferrell	<i>✓</i>			
	Lucas	<i>Absent</i>			
	Lewis	<i>✓</i>			
	Gray	<i>Absent</i>			
	Thiel	<i>✓</i>			
	Cook	<i>✓</i>			
	Petty	<i>✓</i>			
	Rhoads	<i>✓</i>			
	Mayor Jordan				

6-0

Subject:		Fayette Junction Master Plan			
Motion To:		<i>Add Exhibit I to the plan</i>	<i>Approve</i>		
Motion By:		<i>Thiel</i>	<i>Lewis</i>		
Seconded:		<i>Cook</i>	<i>Thiel</i>		
B. 2 Unfinished Business <i>Passed</i> <i>95-09</i>	Ferrell	<i>✓</i>	<i>✓</i>		
	Lucas	<i>Absent</i>	<i>Absent</i>		
	Lewis	<i>✓</i>	<i>✓</i>		
	Gray	<i>Absent</i>	<i>Absent</i>		
	Thiel	<i>✓</i>	<i>✓</i>		
	Cook	<i>✓</i>	<i>✓</i>		
	Petty	<i>✓</i>	<i>✓</i>		
	Rhoads	<i>✓</i>	<i>✓</i>		
	Mayor Jordan				

6-0

6-0

Subject:		ADM 09-3219 Amend Chapter 166			
Motion To:		Amend	3rd Read	Pass	
Motion By:		Thiel	Thiel		
Seconded:		Cook	Cook		
B. 3 Unfinished Business <u>Passed</u> 5233	Ferrell	✓	✓	✓	
	Lucas	Absent	Absent	Absent	
	Lewis	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

6-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Mayor Jordan				

Subject:	Ozark Theatre Limited Partnership Condemnation				
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Ferrell			
C. 1 Public Hearing <u>Passed</u> 96-09	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	Absent			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				

6-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Mayor Jordan				

Subject:		Child Abuse Prevention Month			
Motion To:					
Motion By:		Approve Lewis			
Seconded:		Thiel			
D. 1 New Business <u>Passed</u> 97-09	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	Absent			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				

6-0

Subject:		Arkansas Western Gas Company			
Motion To:					
Motion By:		Approve Ferrell			
Seconded:		Thiel			
D. 2 New Business <u>Passed</u> 98-09	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	Absent			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				

6-0

Subject:	Tennant/Samples De-annexation				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Thiel	Thiel		
Seconded:		Cook	Ferrell		
D. 3 New Business <u>Passed</u> 5234	Ferrell	✓	✓	✓	
	Lucas	Absent	Absent	Absent	
	Lewis	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

6-0

Subject:	James Lee Witt Associates Contract				
Motion To:		Approve			
Motion By:		Thiel			
Seconded:		Ferrell			
D. 4 New Business <u>Passed</u> 99-09	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	Absent			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				

6-0

Subject:		Social Media Communication			
Motion To:		Amend	Table to 2nd meeting in May		
Motion By:		Petty	Petty		
Seconded:		Thiel	Ferrell		
D. 5 New Business Tabled to May 19, 2009	Ferrell	✓	✓		
	Lucas	Absent	Absent		
	Lewis	✓	✓		
	Gray	Absent	Absent		
	Thiel	✓	✓		
	Cook	✓	✓		
	Petty	✓	✓		
	Rhoads	✓	✓		
	Mayor Jordan				

6-0

6-0

Subject:		2009 Water and Sewer Revenue Bonds			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Ferrell		
Seconded:		Thiel	Thiel		
D. 6 New Business Passed 5235	Ferrell	✓	✓	✓	
	Lucas	Absent	Absent	Absent	
	Lewis	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

6-0

Subject:	Willoughby Road Rezoning				
Motion To:		Add to the Agenda		Amend Sec. 2 B.O.A.	
Motion By:		Thiel		Thiel	
Seconded:		Lewis		Petty	
	Ferrell	✓		✓	
	Lucas	Absent		Absent	
	Lewis	✓		✓	
	Gray	Absent		Absent	
	Thiel	✓		✓	
	Cook	✓		✓	
	Petty	✓		✓	
	Rhoads	✓		✓	
	Mayor Jordan				

6-0

6-0

Subject:	Willoughby Road Rezoning				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Ferrell		
Seconded:		Petty	Petty		
Passed	Ferrell	✓	✓	✓	
	Lucas	Absent	Absent	Absent	
	Lewis	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Thiel	✓	✓	N	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

5-1

5236

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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Agenda Additions:

Announcements:

1. City Council Tour: None

Adjournment:

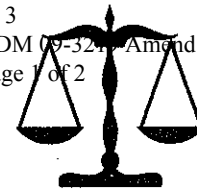
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TO: **Lioneld Jordan**, Mayor
City Council
Don Marr, Chief of Staff
Jeremy Pate, Development Services Department Director
David Whitaker, Assistant City Attorney

FROM: **Kit Williams**, City Attorney

A handwritten signature in black ink, appearing to read "Kit Williams", with a long horizontal flourish extending to the right.

DATE: **April 10, 2009**

RE: **§166.12 Structures Not Allowed Over Public Easements**
Addition to subsection (B)

Thank you for allowing me time to propose an additional amendment to subsection §166.12 of the Fayetteville Code. Since land development ordinances are interpreted in favor of the property owner and against the City, I wanted the ordinance to be very explicit that the City and utility companies have the same right to move the permitted (difficult to move) structures in subsection (B) as they do for the "readily movable fences" in subsection (C). Equally important is the "without liability" language.

Below is what I recommend how subsection (B) should read with the newly proposed language in **bold**.

(B) Walls, brick or stone fences (with or without metal portions), monument or pole signs, and other difficult to move structures may only be built within public easements if permitted by the Zoning and Development Administrator after receiving written approval by all utility providers that could access the easement. The

written documentation shall be filed of record in the Washington County Circuit Court clerk's office. Any related damage or relocation of utilities or the structure in the easement shall be at the owner/developer's expense. **The owner shall be responsible at his or her own expense to promptly remove any permitted structure or portion of such structure within the easement if a utility company or the City needs access. A utility company or the City may remove such structure or portion of a structure itself to avoid delaying necessary installation, maintenance or repair work without liability to the property owner who may reinstall the permitted structure at his or her own expense once the installation, repair or maintenance work is finished."**

Please amend the ordinance to add these two sentences before deciding whether or not to pass this ordinance. I also suggest that the title of the section be changed to read "Structures Not Allowed **Within** (instead of "Over") Public Easements". This probably is not legally necessary as the operative wording in the section usually uses "within" or "in" a public easement. However, I believe that even though a title of a section does not control its meaning, the description of the section provided by the title would be better served by using "Within" rather than "Over" public easements.

**City Council Agenda Items
and
Contracts, Leases or Agreements**

~~None~~ 4/21/09
City Council Meeting Date
Agenda Items Only

Don Marr

Submitted By

Administration

Division

Chief of Staff

Department

Action Required:

Action Required: Approve a Resolution approving a contract with James Lee Whitt Associates, A part of Global Options, Inc. in the amount of \$78,000.00 to provide Federal Legislation Consulting Services to the City of Fayetteville.

\$ 78,000

Cost of this request

\$

85,000

Category / Project Budget

Program Category / Project Name

1010,660,531,400

Account Number

\$

7,000

Funds Used to Date

Program / Project Category Name

\$

78,000

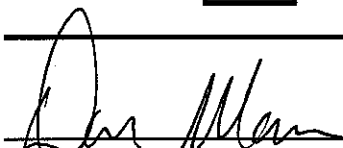
Remaining Balance

Fund Name

Budgeted Item

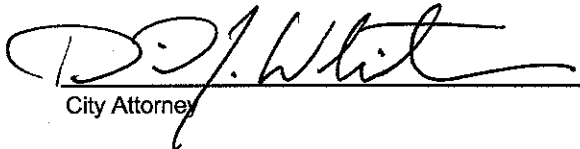
☒

Budget Adjustment Attached

☐

Department Director

4/14/09
Date

Previous Ordinance or Resolution #


City Attorney

4/15/09
Date

Original Contract Date:

Original Contract Number:

Paul A. Boehm
Finance and Internal Services Director

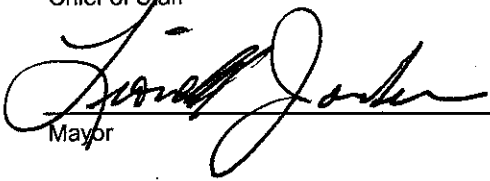
4-14-2009
Date

 Received in City
Clerk's Office


Chief of Staff

4/14/09
Date

 Received in
Mayor's Office


Mayor

4/14/09
Date


Comments:

*Added at Agenda Session
4-14-09*

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH JAMES LEE WITT ASSOCIATES, A PART OF GLOBAL OPTIONS, INC. IN THE AMOUNT OF \$78,000.00 TO PROVIDE FEDERAL LEGISLATION CONSULTING SERVICES TO THE CITY OF FAYETTEVILLE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a Contract with James Lee Witt Associates, a part of Global Options, Inc. in the amount of \$78,000.00 to provide federal legislation consulting services to the City of Fayetteville. A copy of the contract, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville
RFP 09-08, Federal Legislation Consulting Services
Contract

This contract executed this ____ day of _____, 2009, between the City of Fayetteville, Arkansas, and **James Lee Witt Associates, a part of GlobalOptions, Inc. ("James Lee Witt Associates")** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **James Lee Witt Associates** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per RFP 09-08 as stated in **James Lee Witt Associates** proposal, and in accordance with specifications attached hereto and made a part hereof under RFP 09-08, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay an annual fee of **\$78,000** based on their proposal in addition to mutually agreed upon out-of-pocket expenses. Annual fee payments shall be made monthly in the amount of **\$6,500**. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice. Mutually agreed upon out-of-pocket expenses will be paid within 30 days of receipt of invoice. The City of Fayetteville hereby warrants that these obligations will not be paid with federally appropriated funds.
3. The Contract documents which comprise the contract between the City of Fayetteville and **James Lee Witt Associates** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Proposal form identified as Request for Proposal RFP 09-08 with the specifications and conditions typed thereon.
 - B. **James Lee Witt Associates** submitted proposal.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and **James Lee Witt Associates** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **James Lee Witt Associates**.
5. **James Lee Witt Associates** shall not assign its duties under the terms of this agreement, without the written permission of the City of Fayetteville.
6. **James Lee Witt Associates** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from the negligent acts or omissions by **James Lee Witt Associates** in performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. **James Lee Witt Associates** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing the following insurance shall be maintained throughout the term of the Contract. A Certificate of Insurance, listing the City of Fayetteville as an additional insured shall be provided showing the following coverage: Workers' Compensation, Commercial General Liability, Automobile Liability, and

Errors and Omissions Liability. The additional insured requirement shall apply to the Commercial General Liability coverage only.

Premiums for all insurance required herein shall be paid by **James Lee Witt Associates**.

8. **James Lee Witt Associates** to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or **James Lee Witt Associates** with 30 days written notice. Any notice given by either party shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the parties at the addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

To: City of Fayetteville, AR Attn: Don Marr, Chief of Staff	To: Nathan Weinman, Director of Contracts and Compliance James Lee Witt Associates, a part of Global Options, Inc.
113 W. Mountain -- Mayor's Office	1501 M Street, NW, 5 th Floor
Fayetteville, AR 72701	Washington, DC 20005
Phone: (479) 575-8330	Phone 202.585.0780
Fax: (479) 575-8257	Fax 202.585.0792
Email: dmarr@ci.fayetteville.ar.us	Email: nweinman@wittassociates.com

10. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
12. **Lobby Disclosure Act.** It is understood that **James Lee Witt Associates will be required to register on behalf of the City of Fayetteville under the terms of the Lobbying and Disclosure Act of 1995 (P.L. 104-65), and as it may be subsequently amended.**

WITNESS OUR HANDS THIS _____ DAY OF _____, 2009.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

James Lee With Associates
CONTRACTOR
BY [Signature] CEO
NAME AND TITLE

ATTEST: COMPANY SECRETARY

1501 M St. NW 5th Floor
BUSINESS ADDRESS Washington, DC 20005



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: (479) 575-8289

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 09-08, Federal Legislation Consulting Services
DEADLINE: Thursday, April 02, 2009 at 11:00 AM, Central Standard Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: Thursday, March 26, 2009

REQUEST FOR PROPOSAL **RFP 09-08, Federal Legislation Consulting Services**

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled "RFP 09-08, Federal Legislation Consulting Services, with the name and address of the Proposer.

RFP's shall be submitted in accordance with the attached City of Fayetteville specifications and RFP documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFP 09-08, Federal Legislation Consulting Services
Advertisement – 03/26/09

The City of Fayetteville, Arkansas, invites qualified firms to submit proposals for assistance to the City for increasing its current level of federal funding and grant opportunities to address needed operational and infrastructural needs and provide other related services as defined.

To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Thursday, April 02, 2009 at 11:00 AM**, Central Standard Time. No late proposals shall be accepted.

Proposal forms must be downloaded from the City's web site at <http://www.accessfayetteville.org>. All questions regarding the RFP process should be directed to Andrea Foren at aforen@ci.fayetteville.ar.us or (479)575-8220.

Proposers shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Ark. Code Annotated 22-9-203, the City of Fayetteville encourages all qualified small, minority and women business enterprises to proposal and receives contracts for goods, services, and construction. Also, City of Fayetteville encourages all prospective Proposers to subcontract portions of their contract to qualified small, minority, and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPB

Title: Purchasing Agent

Ad date: 03/26/09

City of Fayetteville
RFP 09-08, Federal Legislation Consulting Services
Scope of Services and General Information

1.0 Goals

The City of Fayetteville, Arkansas, hereinafter referred to as "City", seeks proposals in response to this Request for Proposal from experienced and qualified firms to assist the City in increasing its current level of federal funding and grant opportunities to address needed operational and infrastructural needs and provide other related services as further defined herein.

2.0 Scope of Work

While the exact range and extent of services is subject to negotiation, it is anticipated that the selected consultant shall provide, as a minimum, professional services and dedicated personnel necessary to perform the following:

- Analyze and inform the City of contemplated legislative and regulatory changes that may positively or negatively affect programs of interest to the City.
- Identify and assist in securing federal legislative changes that would create additional opportunities for the City to secure increased federal appropriations and grant awards;
- Assist in working with federal agencies and the federal administration to identify, create and secure new federal grant and funding opportunities;
- Develop plans to obtain necessary federal resources. This may include development of issue based plan proposals prior to the execution of each project.
- Seek individuals and groups with goals similar to those of the City and assist in building coordinated activities whenever advantageous to the City.
- Meet with, elected officials for one (1) on-site meeting annually to review annual report to include in results obtained and activities conducted for the City's federal objectives and to coordinate strategy to achieve those objectives for the coming year;
- Provide such other services as the City and the selected firm may agree are necessary to achieve the City's federal objectives.
- Provide monthly reports that outline activities completed on behalf of the City of Fayetteville, specifically including but not limited to reporting on contacts made, fund areas identified, upcoming deadlines, and recommended actions by city officials.
- Assist in arranging face-to-face meetings by legislators and government entities up to four (4) times annually and help brief elected officials and staff in preparation of these meetings.

3.0 Term of Contract

The initial term of the consultant contract shall be for a period of one (1) year from the date of signed contract. The contract shall be renewable by mutual consent, at a mutually agreed fee on an annual basis thereafter for no more than four (4) additional years.

The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered.

4.0 General Conditions

4.1 Legal Compliance

Each Proposer is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction. The terms and provisions of this request for proposal and any resulting contract shall be construed in accordance with the laws of the State of Arkansas, and any and all litigation or actions commenced in connection with this RFP or contracts resulting for this RFP shall be instituted in the appropriate courts in the State of Arkansas.

4.2 Proposer's Insurance

The consultant must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, Automobile Liability, and Errors and Omissions Liability. Evidence of such coverage is not required to be submitted as part of proposal and will be requested after a valid contract is in place.

4.3 Approval of Agent

The City reserves the right to require the successful consultant to replace the assigned agent with another agent of the same company if, in the opinion of the City, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.

4.4 Indemnification

The consultant, in performing its obligations under this contract, is acting independently and the City assumes no responsibility of liability for the consultant's acts or omissions to third parties, and the consultant shall agree to indemnify and hold harmless, the City, its officers and employees against any and all claims, lawsuits, judgments, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the consultant's breach of the terms or provisions of contract, or by any negligent act or omission of the consultant, its officers, agents, employees, or invitees, in the performance of this contract; except that the

indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, or employees. In the event of joint and concurrent negligence of both the consultant and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Arkansas, without, however, waiving any governmental immunity available to the City under Arkansas law and without waiving any defense of the parties under Arkansas law. This paragraph is solely for the benefit of the consultant and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

4.5 Freedom of Information Act:

City of Fayetteville contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

5.0 Proposal Format

5.1 Executive Summary

Prefacing the proposal shall be an Executive Summary of three (3) pages or less, providing in concise terms a summation of the proposal and bearing the signature of an individual authorized to bind the firm.

5.2 Structure of Proposal

The proposal itself shall be organized in the following format and informational sequence:

Part I – Business Organization/Experience:

- (1) Provide resumes and information on the senior personnel who will be the City's contact and be dedicated to work with the City, including a description of their experience in providing these services and ability to build a successful relationship with the City's Administration. Detail what percentage of each individual's time would be spent working on the City's account. Also, indicate what other accounts this individual will have.
- (2) Provide an organizational chart of the firm that includes all of the individuals who will be responsible for the City's account.
- (3) Firm's recent history including examples of types of services for other City's, Counties or other government type entities.
- (4) A detailed description of similar work performed by the firm and its associates during the past five years. Include specific examples of how firm efforts led to increased levels of federal funding for an institution and projects accomplished during the last two (2) sessions of Congress.
- (5) Names, addresses, telephone numbers, and contact persons of **five** clients for whom the bidder has performed similar services during the past three years.

Part II - Program:

- (1) A description of how the firm plans to provide federal relations consulting services as set forth in Section 2. Include a description of how the firm will work with the City to provide these services.
- (2) An outline of how the firm will assist in reviewing and assessing the City's programs and identify those that have the greatest potential for increased federal support.
- (3) A description of what strategies the firm would use to enhance federal funding. Respondents shall submit a proposed plan for achieving the broadly stated goals listed. This plan shall include, at a minimum, the strategy, milestones, and goals that represent the firm's best recommendation while achieving a high degree of cost efficiency. After award the chosen firm may be requested to provide an issue-based plan proposal prior to execution for each project.
- (4) A description of how the firm will deal with conflict of interest situations, in which the provision of services for another client will be in conflict with either the services provided to the City or the goals of the City.
- (5) A description of the firm's availability to participate in meetings with City officials in Arkansas or Washington, D.C.
- (6) A definitive list of services the firm will provide.

Part III - Authorized Negotiator:

The proposal shall provide the name, title, address, and telephone number of the person authorized to negotiate contract terms and render binding decisions on contract matters. This should be submitted on the form provided for contact information. (See: Proposer Primary Contact Information)

Part IV - Cost Proposal:

The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning. The Proposer's plan of compensation for consulting services preferably should be quoted in aggregate as a flat annual fee as full remuneration for performing all services. If there are expenses which are considered reimbursable and are not included in the fixed fee, such expenses shall be identified and quantified as fully as possible.

6.0 Competitive Selection

Evaluation factors outlined in paragraph 7.0 shall be applied to all eligible, responsive firms in comparing proposals and selecting the successful consultant. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.

7.0 Proposal Evaluation Factors

The evaluation criteria will have the following relative weighting given each item:

- 1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.
- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.
- 3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway.
- 4) 10% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.
- 5) 20% **Price**

City of Fayetteville
RFP 09-08, Federal Legislation Consulting Services
Terms & Conditions

- 1.) All Proposers shall be in compliance with all Federal, State, and Local requirements and regulations.
- 2.) No payments or bids may be based on time and material costs.
- 3.) Awarded vendor shall submit invoices regularly. Payment terms shall be net 30 from date of invoice
- 4.) All contract amendments and modifications shall be made in writing and properly approved by the City of Fayetteville Mayor and City Council.
- 5.) Proposals shall be received at the address listed below and are due by Thursday, April 02, 2009 before 11:00 AM, Central Standard Time:

City of Fayetteville
Attention: Andrea Foren – Room 306
113 W. Mountain
Fayetteville, AR 72701

- 6.) It is the responsibility of the Proposer to have its sealed proposal at the Purchasing Office **prior to the date and time of opening**. No late proposals will be accepted. Proposals received after the scheduled proposal deadline will remain unopened and will not be considered.
- 7.) The City of Fayetteville reserves the right to reject any or all proposals, waive formalities and make the award based on the best interest of the City.
- 8.) It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- 9.) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- 10.) Any conditions or expectation on the part of the Proposer for performance by the City must be set forth in the proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
- 11.) At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone. THIS INFORMATION SHALL BE PROVIDED ON THE ATTACHED FORM TITLED "PROPOSER PRIMARY CONTACT INFORMATION".** Proposer primary contact shall be available for phone and e-mail clarification from the hours of 8:00AM to 8:00 PM for the following dates: Thursday,

April 02, 2009, Friday, April 03, 2009, and Monday, April 06, 2009.

- 12.) The City will not be responsible for misdirected proposals. Proposer should call the Purchasing Office at (479) 575-8220 to insure receipt of their proposal documents prior to opening time and date listed above.
- 13.) Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- 14.) The RFP and any addenda issued may be obtained from at www.accessfayetteville.org and clicking "Bids, RFP's and RFQ's" then tab titled "RFP's". Proposers are at liberty and are encouraged to expand upon the details, qualifications and proposals to give additional evidence of their ability to perform and provide a system as described in this RFP. All updates and changes to the RFP will be posted on the website and Proposers are encouraged to check daily for new information or updates. Each Proposer is required before submitting a proposal to be thoroughly familiar with the requirements and specifications listed in this RFP. Additional allowances will not be made due to Proposers lack of knowledge relating to the terms, conditions and specifications contained within this RFP. It is the responsibility of the Proposer to determine if any component(s) of this specification do not meet the required standards of applicable federal, local, state law or specifications.
- 15.) The proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
- 16.) ***The Proposer is required to submit one (1) original and six (6) copies of the proposal. In addition, one (1) electronic copy of all submitted documents shall be submitted on a properly labeled CD. The use of Adobe (PDF) is highly recommended but not mandatory. All electronic copies shall be compatible with Adobe and Microsoft Windows applications.
- 17.) It is intended that the all documents pertaining to this request for proposal shall define and describe the complete services to which they relate.
- 18.) The Proposer is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services required. Failure to examine these areas will not relieve the successful Proposer of his obligation to furnish all deliverables and services necessary to carry out the provisions of the contract.
- 19.) The City of Fayetteville will consider the degree to which each Proposer has submitted a complete proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.
- 20.) Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- 21.) The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in

and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

- 22.) The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
- 23.) Proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify City of Fayetteville and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.

City of Fayetteville
RFP 09-08, Federal Legislation Consulting Services
Proposer Primary Contact Information – *TO BE SUBMITTED WITH ALL PROPOSALS*

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone. THIS INFORMATION SHALL BE PROVIDED ON THE ATTACHED FORM TITLED "PROPOSER PRIMARY CONTACT INFORMATION".** Proposer primary contact shall be available for phone and e-mail clarification from the hours of 8:00AM to 8:00 PM for the following dates: Thursday, April 02, 2009, Friday, April 03, 2009, and Monday, April 06, 2009.

PART 1: Primary Contact Information:

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? YES NO (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Date: _____

Signed: _____

City of Fayetteville

RFP 09-08, Federal Legislation Consulting Services

Statement of No Bid (if applicable) –***Submit prior to bid deadline if applicable***

We, the undersigned, have declined to bid for the following reason(s):

1. _____ Do not offer this service/product
2. _____ Schedule would not permit us to perform
3. _____ Unable to meet specifications
4. _____ Insufficient time to respond
5. _____ Unable to meet bond requirements
6. _____ Other (Explain)

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL ADDRESS: _____

*BY : (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____ *DATE: _____

*PLEASE LIST OTHER COMMENTS BELOW:

*Please note: We appreciate your feedback on this form and are very interested in your reason for not submitting a proposal. Please do not hesitate to contact Andrea Foren at 479-575-8220 if you have questions, comments, or concerns regarding these proposal documents.

City of Fayetteville, AR

RFP 09-08, Federal Legislation Consulting Services

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ORIGINAL



City of Fayetteville, Arkansas
 Purchasing Division – Room 306
 113 W. Mountain
 Fayetteville, AR 72701
 Phone: (479) 575-8289

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 09-08, Federal Legislation Consulting Services

DEADLINE: Thursday, April 02, 2009 at 11:00 AM, Central Standard Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Thursday, March 26, 2009

REQUEST FOR PROPOSAL

RFP 09-08, Federal Legislation Consulting Services

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled "RFP 09-08, Federal Legislation Consulting Services, with the name and address of the Proposer.

RFP's shall be submitted in accordance with the attached City of Fayetteville specifications and RFP documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: JAMES LEE WITT ASSOC.

Contact Person: GLORIA LABE Title: MANAGING DIRECTOR

E-Mail: glabe@wittassociates.com Phone: (202) 213-6283-CELL

Business Address: 1501 M ST NW 5TH FLOOR (202) 585-0783-OFC

City: WASHINGTON State: DC Zip: 20005

Signature: Gloria Labe Date: 04.01.09

CONTACT NUMBER
 FOR THURSDAY, FRIDAY - APRIL 2, 3

Proposal for

Federal Legislative Consulting Services

RFP No. 09-08
April 2, 2009

Submitted to:

City of Fayetteville, Arkansas
Purchasing Division
Room 306
113 W. Mountain
Fayetteville, AR 72701
479-575-8289

Submitted by:

James Lee Witt Associates
1501 M St. NW
Washington, DC 20005
202-585-0781

116 Ottenheimer Plaza
President Clinton Avenue
Little Rock, AR 72201
501-975-0780
www.wittassociates.com

Fayetteville
ARKANSAS

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Executive Summary

Securing funding from the federal government can help the City of Fayetteville with a variety of pressing municipal demands. Such issues as job training, transportation and replacing the City's tree canopy that was lost in the recent ice storm are a few examples of how federal involvement can enhance the infrastructure necessary to support Fayetteville's citizens, entice current and future commercial activities and bring tourism to stimulate the local economy. The combination of support from both Fayetteville and the federal government can empower local stakeholders to fulfill their goals.

No firm or individual understands Fayetteville's potential better than James Lee Witt Associates (JLWA). Many of the leaders and staff at JLWA call Arkansas home. Our Arkansas office will allow us to stay abreast of issues that are important to you on a daily basis and will be available at a moment's notice to mobilize personnel and resources to respond to any request. Personally and professionally, we are committed to Fayetteville's progress. We know the City's history and what the future can hold when we effectively unify support and persuade the federal government to invest in multiple aspects of the City's development.

JLWA can assist Fayetteville in pursuing its list of goals for pending funding, legislative action or regulatory consideration before federal officials in Washington, DC. Funding for these priorities will produce sound programs and infrastructure that will continue to improve the quality of life for years to come, and make the City a superior place to live and conduct business. Federal outreach can also support Fayetteville's continuing adoption of creative solutions that will carve a new, revitalizing path for growth.

JLWA is a well-known and respected firm that will advocate on Fayetteville's behalf at the federal level. Our team members have extensive experience on Capitol Hill and with the executive branch, including decades of public service representing the needs of agencies and citizens and lobbying for the interests of our clients. JLWA's voice is well-respected by all parties and our advice is highly sought-after throughout Congress and in the administration. With offices in Washington, DC and Little Rock, we are strategically positioned to advocate effectively for the City's best interests at the federal and state levels.

Our highly-qualified team and resources can strengthen the City's current federal relationships and create new ones, increase Fayetteville's visibility on Capitol Hill, and ensure that the City and its partners receive the full benefit of federal support. Just as critically, our government relations team will campaign

tirelessly to achieve Fayetteville's goals in Washington and will make your message and priorities our mission over the course of our relationship.

As the recent ice storms have shown, federal funding is an essential component of municipal public works. Having a leading firm involved in federal government relations (and, in this case, in emergency recovery programs) can help facilitate your time-sensitive requests and ensure that money is disbursed quickly and effectively.

JLWA can also help Fayetteville position itself to realize its share of the American Recovery and Reinvestment Act, popularly referred to as the Stimulus Package. There are a number of avenues that JLWA can pursue, some based upon formula, and others discretionary. The strategies can vary depending on which funding source you pursue, but JLWA is adept at following through on your goals regardless.

Corporate Overview

Founded in 2001, James Lee Witt Associates is a leading crisis and emergency management support and consulting firm based in Washington, DC with offices in Little Rock and Sacramento. JLWA builds on James Lee Witt's more than 35 years of experience in emergency management, including eight years in the cabinet of President Bill Clinton as the Director of the Federal Emergency Management Agency (FEMA). The JLWA team includes over 70 full-time staff and over 100 internationally renowned subject matter experts in crisis management, emergency planning and government relations. On March 10, 2006 James Lee Witt Associates joined with GlobalOptions Group, Inc., increasing the firm's capacity by providing additional risk management and security services.

JLWA is comprised of four main practice areas: Government Relations, Strategic Advisory Services, Crisis Management and Preparedness Services.

Government Relations

As a global leader in emergency management, JLWA is an acknowledged expert in solving some of the most demanding and unusual problems corporations and governments face. Through decades of working closely with the executive and legislative branches of federal government, our firm has formed countless relationships that were often born in the toughest of times. JLWA has maintained these associations as a dependable resource for government relations.

JLWA Government Relations delivers sound consulting guidance and effective lobbying services for associations, corporations, governments and non-profits who seek to build and execute a strategy in support of a broad range of representational goals. The JLWA government relations team enjoys the hands-on knowledge necessary to enable our clients to navigate the complicated and often treacherous political and procedural processes of government decision-making. Our advice is based on core values developed over years of service in the public and private sectors and which influence our approach to every effort.

Strategic Advisory Services

JLWA provides strategic advisory services to state and local governments, universities, hospitals, and a variety of Fortune 1,000 companies. JLWA's experience provides our clients with the knowledge and techniques necessary to achieve their goals, while preparing for and preventing crises before they occur. JLWA provides planning assistance, building coalitions that link agencies, first responders, and communities, and fosters open lines of communication between diverse organizations through targeted media outreach, strategic planning and marketing, crisis communication plans, grassroots coalitions and effective partnership development.

Crisis Management

Since the company was founded in 2001, JLWA experts have played an integral role in a number of major disasters worldwide, including the 2004 Tsunami, the 2001, 2003, 2004, 2005, and 2008 Hurricane Seasons and the recent floods in the Midwest. Our professionals have been credited with expediting recovery efforts and providing assistance in all areas related to disaster recovery. JLWA provides on-site assistance in the event of a disaster (including staff and equipment), expert coordination and evaluation and estimation of damages.

Preparedness Services

JLWA offers a full range of planning, mitigation, and prevention consulting services to better prepare organizations before disaster strikes. JLWA assists public and private sector organizations conduct gap and risk analysis to identifying threats that could impact operations and developing effective continuity management programs. JLWA's pre- and post-disaster services include developing or updating emergency management plans; business continuity plans; hazard mitigation plans; training and exercise programs; and communication plans for employees, clients and or residents.

GlobalOptions, with headquarters in New York City and offices in 16 cities, is an integrated provider of risk mitigation and management services to government entities, Fortune 1,000 corporations and high net-worth and high-profile individuals throughout the world. We enable clients to identify, assess and

prevent natural and man-made threats to the well-being of individuals and the operations of governments and corporations. In addition, we assist our clients in recovering from the damages or losses resulting from the occurrence of acts of terror, natural disasters, fraud and other risks. Our services currently include risk management and security, forensic analysis, investigations and litigation support, anti-fraud solutions and business intelligence, and crisis management and preparedness services. Additional information can be found at www.globaloptions.com.

Part I:

Business Organization/ Experience

- 1. Provide resumes and information on the senior personnel who will be the City's contact and be dedicated to work with the City, including a description of their experience in providing these services and ability to build a successful relationship with the City's Administration. Detail what percentage of each individual's time would be spent working on the City's account. Also, indicate what other accounts this individual will have.***

We believe JLWA is uniquely qualified to assist Fayetteville with government relations and lobbying services before the federal government. JLWA understands the level of commitment and hard work necessary to accomplish Fayetteville's goals in Washington.

JLWA has decades of dedicated public service, coupled with extensive experience representing the interests of agencies and constituencies in the Executive Branch and on Capitol Hill. Our team members have led federal agencies; lobbied for federal appropriations and spending; and advocated for sensible, funded regulations and legislation on behalf of citizens and businesses.

JLWA's relationships, formed and strengthened often during the toughest of times, have helped pave the way to create alliances among governments, businesses and the people they serve. JLWA can help Fayetteville build mutually beneficial public-private partnerships, so that City's programs can grow to be greater than the amount originally appropriated at the federal level.

JLWA's voice is well-respected and trusted across the U.S. Congress and throughout the Administration. During his tenure as Director of the Federal Emergency Management Agency, James Lee Witt managed the disaster response and recovery efforts of 28 federal agencies in times of crisis. Our team understands how federal agencies work together both on a daily basis and under intense pressure.

Below are biographical resumes of the JLWA team members who will work on behalf of Fayetteville in Washington, DC. The detailed percentages of each individual's dedicated time are estimates until the scope of work is finalized and Fayetteville's priorities established.

James Lee Witt is Chairman and Chief Executive Officer of James Lee Witt Associates, a government relations, crisis management and preparedness services consulting firm based in Washington, DC, with offices in Little Rock, Sacramento and Atlanta. Witt Associates, part of GlobalOptions Group, Inc. provides government affairs, disaster recovery and mitigation management services to state and local governments, educational institutions, the international community and corporations. Mr. Witt personally manages the government relations team.

Mr. Witt has over 35 years of executive management experience, culminating in his appointment as the Director of the Federal Emergency Management Agency (FEMA), where he served from 1993-2001. In this capacity, he is credited with turning FEMA from an unsuccessful bureaucratic agency to an internationally lauded all-hazards disaster management agency. His leadership abilities have been praised by nationally recognized organizations, including the Council for Excellence in Government, Harvard University's Kennedy School of Government and the National Association of Broadcasters.

From 1993 to 2000, Mr. Witt oversaw more than 350 disasters. More importantly, he was responsible for response and recovery operations for some of the most devastating disasters of all time, including the most costly flood disaster in the nation's history, the most costly earthquake, and a dozen damaging hurricanes. Mr. Witt has been praised by Members of Congress in all 50 states for his work in protecting the citizens of their home states and districts. Members of Congress, agency executives, and staffs call on Mr. Witt and his team for input in key issues.

In addition to his experience in emergency management on the state and local levels, Mr. Witt has expertise integrating community-based disaster management with national emergency management strategy. He initiated *Project Impact*, the innovative public-private disaster prevention program implemented in over 240 communities to make communities at the local level disaster resistant.

Mr. Witt's professional career includes the formation of Witt Construction, a commercial and residential construction company. After 12 years as a successful businessman and community leader, he was elected County Judge for Yell County, serving as the chief elected official for the county, with judicial responsibilities for county and juvenile court. At age 34, he was the youngest elected county judge in Arkansas, and was later honored for his accomplishments by the National Association of Counties. After being re-elected six times to the position, Mr. Witt was tapped by then-Governor Bill Clinton to assume leadership of the Arkansas Office of Emergency Services (OES). He served as the Director of the Arkansas OES for four years.

It is expected that Mr. Witt will commit up to 5% of his time dedicated to the Fayetteville account.

Edward Fry, II is Director of Government Relations James Lee Witt Associates. He also supports advocacy work in JLWA's Arkansas office. From 1997 until May 2007, Mr. Fry served as Chief of Staff for Representative Vic Snyder of Arkansas. In this role, he oversaw support and legislative activities for the Congressman's committees (the House Armed Services Committee, and the House Committee on Veterans Affairs), managed media activities with home state and national media and directed press releases, television and radio appearances and served as liaison with the White House, U.S. Senate and Congressional leadership.

In addition to serving as Chief for Rep. Snyder, Mr. Fry led the staff of Representatives Ray Thornton and Tommy Robinson, both from Arkansas' Second District. He also has extensive presidential, congressional and state election campaign experience. Mr. Fry has a Juris Doctorate from the University of Arkansas, Little Rock.

Mr. Fry manages JLWA's municipal accounts at the Federal level. His clients include the City of Little Rock, the City of North Little Rock, the Little Rock Port Authority and the Little Rock Airport.

It is expected that Mr. Fry will commit up to 10% of his time dedicated to the Fayetteville account.

Bob J. Nash joined JLWA as a senior consultant in 2009 focusing on community and economic development, housing, philanthropy, community development banking and public policy. He leads the team's work on economic research and development, strategic planning, and implementation assistance to government, non-profit, and corporate clients. Mr. Nash is a native Arkansan.

Mr. Nash worked for three Arkansas governors: Bill Clinton as senior executive assistant for economic affairs and as director of community and regional affairs for David Pryor and Dale Bumpers. He has been a member of the numerous boards and commissions, including the Winthrop Rockefeller Foundation, where his work focused on community and economic development grant making. He currently serves on the boards of the Illinois Medical District Commission, the Chicago Law and Policy Center, and the Jobs for Future in Boston.

Nash was appointed during President Bill J. Clinton's administrations to serve as Under Secretary of Rural & Community Development at the United States Department of Agriculture (USDA) and later Assistant to the President and

Director of Presidential Personnel for the White House. As Under Secretary of Rural & Community Development at USDA, Nash was senior advisor to the Secretary of Agriculture on improving the effectiveness of policies and programs impacting the growth and development of rural communities

Prior to joining Senator Clinton's campaign, Nash was vice chairman of the ShoreBank Corporation, the first and leading community development bank in the country. At ShoreBank, he participated in the development of the business strategies for local bank subsidiaries in Cleveland, Detroit and Chicago. Nash chaired and led three of the corporation's non-profit affiliates resulting in increased integration with corporate goals, new governmental and philanthropic grants for community, business and housing development.

Mr. Nash earned a B.A. from the University of Arkansas, Pine Bluff and M.A. from Howard University in Washington, DC.

It is expected that Mr. Nash will commit up to 5% of his time dedicated to the Fayetteville account.

Gloria Cabe recently joined the Government Relations team at JLWA. Previously she managed the International Relations practice where her clients include Sprint-Nextel, the Discovery Channel and the United Nations.

Ms. Cabe served 10 years representing Little Rock as a member of the Arkansas House of Representatives. Following her legislative career, in 1990 Ms. Cabe was Campaign Manager for Governor Clinton's final re-election campaign. As his Chief of Staff she led the most successful legislative program in the Governor's 13 year tenure. In January of 1992, she opened the Clinton for President office in Washington, DC directing a staff of 20 and over 1000 volunteers.

In addition, Ms. Cabe has over 20 years experience in public service as a senior advisor to the highest level executives at the state, federal and international levels of government. Most recently, 1996-2001, she was Counselor to the Chairman and Board of Directors of the Export-Import Bank, the official export credit agency of the U.S. The Bank assists in financing the exports of U.S. goods and services to emerging markets.

Ms. Cabe directed Ex-Im Bank's Africa Initiative, chairing the bank-wide Africa Task Force (ATF) and directing the public sector sub-Saharan Africa Advisory Committee. The ATF developed and steered marketing efforts, devised innovative financing structures, established strategic partnerships with foreign banks and other financial institutions resulting directly in a ten-fold increase in exports to the region in the first year and doubled in the next year.

It is expected that as lead for the Fayetteville account Ms. Cabe will commit up to 15% of her time dedicated to the project.

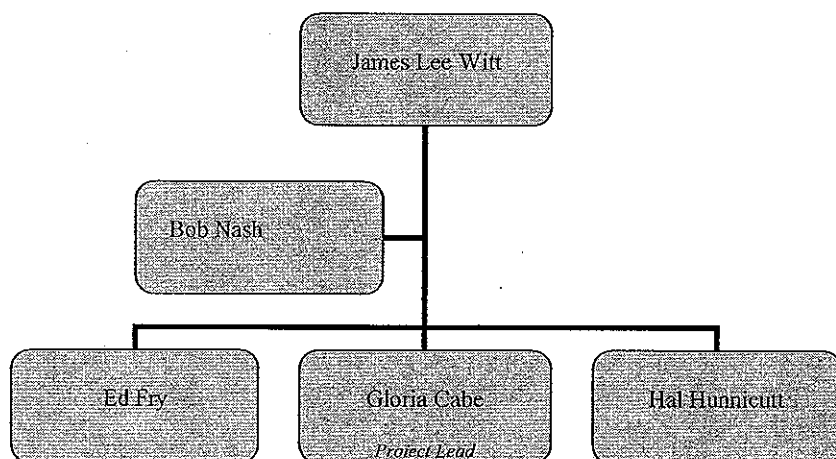
Hal Hunnicutt is Director of JLWA's Southwest Region, including Arkansas, Texas, and Oklahoma and New Mexico. Mr. Hunnicutt has over 30 years in representing the interest of businesses in Arkansas. Since joining JLWA Mr. Hunnicutt has advocated for the firm's Arkansas clients with the General Assembly and state agencies in Arkansas.

In 2003, Mr. Hunnicutt was inducted into the Manufactured Housing Hall of Fame for his work on behalf of the industry at the state and federal levels. His many accomplishments include the following: leading passage of state legislation to allow manufactured homes in cities throughout Arkansas; major contributions to the drafting of the Manufactured Housing Improvement Act of 2000 which was passed by Congress; and, and his successful advocacy on behalf of the legislation with the White House.

Mr. Hunnicutt served as a Commissioner on the Arkansas Game and Fish Commission, and was a legislative liaison for Governor Bill Clinton. In heading up JLWA's government relations practice in Arkansas, Mr. Hunnicutt's knowledge, experience, and commitment to the State provide our clients with the quality of advocacy they need and expect.

It is expected that Mr. Hunnicutt will commit up to 5% of his time dedicated to the Fayetteville account.

2. Provide an organizational chart of the firm that includes all of the individuals who will be responsible for the City's account.



3. Firm's recent history including examples of types of services for other Cities, Counties or other government type entities

**City of Little Rock
January 2006 to Present**



Since 2006, James Lee Witt Associates (JLWA) has lobbied Congress on behalf of the City of Little Rock. In 2006, JLWA began procuring federal funds for the Little Rock National Airport and the City of Little Rock. Also in 2006, JLWA facilitated meetings between the Airport and the Transportation Security Administration, the Federal Aviation Administration and also the Secretary of Transportation. JLWA has also aided the City in obtaining partial reimbursement for government mandated expenditures at the Little Rock National Airport.

In the 87th General Assembly, JLWA was successful in terminating a bill pertaining to eminent domain on behalf of the City. JLWA was successful in working with the Little Rock Airport to pass legislation that would make an Arkansas law comply with Federal law.

**University of Central Arkansas
January 2005 to Present**



Since January of 2005, JLWA has coordinated targeted government outreach for The University of Central Arkansas (UCA). JLWA has advised UCA on legislation that is of interest to the institution and its students, and has helped facilitate relationships between UCA and legislators and government officials.

In the 86th General Assembly JLWA helped create UCA's legislative package and support or reject several pieces of State legislation including: SB 26, an act concerning financial aid distribution, HB 1315, an act to require review of general services and technology contracts by the Arkansas Legislative Council, HB 1685, an act to provide an appropriation for the Mass Communication program at UCA, and HB 1686, and act to provide general improvement funds for facility, technology and campus costs. JLWA also lobbied the 86th General Assembly on behalf of UCA which resulted in the largest increase in UCA's history of over \$8.9 million dollars in state appropriations. In addition, JLWA has helped

UCA acquire over \$1 Million dollars in federal appropriations for various programs at the University.

Sprint-Nextel
February 2002 to Present



JLWA assists Nextel with strategic introductions on the federal, state and local levels; advises and counsels Nextel about working with the public sector; and, participates at Nextel sponsored events and other industry conferences. James Lee Witt and General Wesley K. Clark (ret.) have spoken to thousands of first responders across the nation at Nextel Interoperability/Prepared Conferences.

On the federal level, JLWA has organized meetings with US Congressional offices and agencies, including the Federal Communications Commission, to discuss public safety spectrum allocation issues. JLWA has attended Congressional Committee Hearings and press conferences, has monitored significant legislation, and has brought in additional outside experts to meet with Members of Congress, when requested. JLWA has advised Nextel on strategies to market to potential federal and public safety clients, including the Department of Defense, Department of Homeland Security, Citizen Corps, and state and local emergency operation center staff.

On the state and local levels, JLWA has introduced Nextel Leadership to numerous state governors at the National Governors Conference and the Western Governors Conference. JLWA has arranged hundreds of meetings and strategic introductions for Nextel with key local and state government leaders, such as local and state emergency management directors, University Presidents and Risk Managers, and many other Emergency Management and Public Safety professionals.

In Arkansas, JLWA co-hosted the Arkansas Prepared Conference and brought in speakers such as Governor Mike Beebe and Attorney General Dustin McDaniel. As a result of the JLWA invitations, the event drew more participants than any other Sprint Nextel Prepared Conference in the country.

City of North Little Rock
February 2009 to Present



James Lee Witt Associates (JLWA) was retained in February of 2009 by the City of North Little Rock to provide government relations and advisory services to the City. Since being hired, JLWA has helped the City gain approval for \$500,000 in



federal funding for debris removal at the hydro plant. Mayor Patrick Hays had the following to say about working with JLWA: "Arkansas roots, Arkansas talent, Arkansas knowledge, all combined to give local, state and national results for North Little Rock, made James Lee Witt Associates the top choice for our City."

Arkansas Tech University
April 2005 to Present

Arkansas Tech University at Russellville was one of the first universities in the United States to offer a degree in Emergency Management and remains a nationally renowned center for disaster studies. In 2004, Arkansas Tech University received a three-year Congressional grant to augment its Emergency Administration and Management Academy with emergency plans and exercises and a state-of-the-art emergency operations center. James Lee Witt Associates (JLWA) was engaged by the University to provide subject matter expertise and guidance throughout this project.

JLWA works closely with faculty, staff and students to advise on the development of a comprehensive Emergency Operations Plan. JLWA attended the first table top exercise under the grant, and an additional full-scale exercise is under development. These exercises will join the emergency preparedness efforts of the university and emergency responders from local, state and regional governments and the private sector.

JLWA advised Arkansas Tech on technology and structural elements to include in its new Emergency Operations Center (EOC). The first of its kind in the State, JLWA has helped the University design its EOC as a simulations laboratory where Emergency Management students receive training and hands-on experience using current and emerging technologies. Additionally, the Center will improve effectiveness of emergency personnel by providing training and support services at the county, municipal, state, regional and national levels. The EOC, praised by local and state public safety officials, will establish the campus as the off-site emergency incident command center for the State in the event of a large-scale catastrophe.

In addition, JLWA serves as the independent evaluator for the grant. The project team conducts annual assessments on the university's progress and offers recommendations for enhancing the accomplishments.

City of Philadelphia
December 2005 to July 2006



With the rest of the nation, Philadelphia Mayor John Street and Managing Director Pedro Ramos watched the pain and suffering in the aftermath of Hurricane Katrina with concern. Immediately thereafter, the mayor called for a comprehensive review of Philadelphia's emergency preparedness, both in government and in the private sector.

He formed an Emergency Preparedness Review Committee to lead this effort. The City hired James Lee Witt Associates to serve as the subject matter experts, conduct an extensive analysis of gaps in preparedness and provide a detailed plan of recommendations to address those gaps.

The review included critical infrastructure protection; preparation for chemical, biological, radiological, nuclear and terrorist incidents; the hospital and healthcare sector's preparation for major incidents; the police, fire and emergency management department's preparation; protection of vulnerable and special needs populations; and legal issues regarding emergency preparedness and response capabilities.

The project consisted of three overarching charges: a fact-finding process that included in-depth interviews with City officials and emergency responders and document reviews of relevant City plans and procedures; a resulting gap analysis report that outlined deficiencies in the City's capabilities and plans; and a recommendations report for future steps to improve the City's disaster management.

For the interview process, our experts identified and interviewed over 200 emergency response staff from City agencies, local industry, and non-profit organizations that were responsible for disaster planning and response throughout Philadelphia. Interviews highlighted City officials' concerns and perceived strengths and weaknesses in emergency management activities.

The knowledge gained from interviews with City officials was reinforced through document reviews of City emergency plans, vulnerability assessments, local and regional laws, public information and education programs and past performance reviews. These plans were compared with industry best practices to determine existing strengths and weaknesses.

From the interview and document review process, JLWA developed a gap analysis report that addresses areas of vulnerability and need within the City's emergency management plans. All areas of emergency management, response, and preparedness were covered including continuity of government/operations, community engagement, evacuation planning, critical infrastructure, legal authority, and issues relating to special needs populations.

JLWA and the EPRC released a 200-point recommendation report in July 2006 suggesting ways of improving the City's plans based on the gap analysis report. JLWA also prioritized implementation goals and advised the City on how best to put them in place.

Implementation Assistance

Since the release of the report, JLWA has assisted Philadelphia with implementation of the recommendations including: selecting a new Deputy Managing Director of Emergency Management; prioritizing recommendations; and developing budgets, a citizen preparedness education campaign, and National Incident Management System training and exercising for Mayor Street and his cabinet.

Great Rivers Habitat Alliance 2004 to 2005



Great Rivers Habitat Alliance (GRHA) is a conservation organization that is focusing its efforts primarily on the Confluence Flood Plain in greater St. Louis. JLWA has lobbied on behalf of the GRHA before federal agencies and the Congressional delegation from Missouri and Illinois.

JLWA set up meetings before key federal officials from agencies such as the Federal Emergency Management Agency. JLWA advised GRHA on the inter-relationship among federal agencies and how best to pursue their strategic initiatives.

JLWA drafted official comments to the Army Corps of Engineers; presented testimony at public hearings; and, provided advice and counsel on the National Flood Insurance Program, zoning, and mapping. In addition, James Lee Witt has conducted numerous interviews with local and national media, as well as authored op-eds to support the GRHA's cause for sustainable development.

Whelen Engineering Company, Inc. 2002 to Present



Whelen Engineering is the leading siren and voice warning system manufacturer in the United States. JLWA has provided Whelen with governmental relations expertise in advocating the use of voice technology in advance warning systems.

Currently, the Federal Emergency Management Agency (FEMA) does not recommend that voice notification be included with siren warning systems. Although sirens are effective warning mechanisms, communication problems often develop after activation due to the lack of explanation. People are aware that there is a risk, but they do not know what it is or what they should do to protect themselves. This lack of information can contribute to an already dangerous situation.

JLWA is working with Whelen Engineering to enhance FEMA's Policy Guidance on Outdoor Warning Systems CPG 1-17 with new guidance that expresses a preference for voice technology as the recommended standard among state and local emergency management agencies.

JLWA has implemented a targeted outreach to key decision makers to educate them about the advantages of voice warning systems and how they enhance public safety. JLWA has drafted testimony for witnesses at US Congressional Hearings and questions to be posed by Congressional Committee Members. More recently as new legislation is being considered, JLWA has been educating policy makers on the value of including voice sirens in tsunami warning systems.

AmeriCold Logistics
April 2005 to December 2006



AmeriCold Logistics, the nation's largest third-party provider of refrigerated storage and transportation, engaged James Lee Witt Associates (JLWA) to develop partnerships with federal disaster and incident response agencies for the storage and deployment of essential commodities before, during and after an emergency.

JLWA facilitated key introductions and developed a strategy for utilizing AmeriCold's facilities and distribution network for the safe storage and deployment of assets and commodities from any location in the United States within eight to twelve hours of a disaster.

Through JLWA's engagement and the development of a pilot program with FEMA, AmeriCold Logistics and FEMA entered into two contracts with a cumulative value of \$74 million.

4. A detailed description of similar work performed by the firm and its associates during the past five years. Include specific examples of how firm efforts led to increased levels of federal funding for an institution and projects accomplished during the last two (2) sessions of Congress.

JLWA has assisted clients in making timely and compelling appropriations requests to members of Congress and assisted clients in liaison with the Economic Development Administration, the Department of Housing and Urban Development, the Department of Transportation, the Department of Interior, the US Army Corps of Engineers and other executive branch departments and agencies.

As representatives for the City of Little Rock Port Authority, JLWA assisted in coordinating state and federal resources for funding and improvements, therefore retaining Little Rock businesses.

5. Names, addresses, telephone numbers, and contact persons of five clients for whom the bidder has performed similar services during the past three years.

Client Name: City of Little Rock, Arkansas
Address: 500 West Markham
Little Rock, Arkansas 72201
Telephone: 501-371-4510
Contact: Mayor Mark Stodola

Client Name: University of Central Arkansas
Address: 201 Donaghey Avenue
Conway, Arkansas 72035
Telephone: 501-450-5000
Contact: Tom Courtway, Interim President

Client Name: City of North Little Rock, Arkansas
Address: 300 North Main Street
North Little Rock, Arkansas 72115
Telephone: 501-340-5301
Contact: Mayor Patrick Hays

Client Name: Little Rock Port Authority
Address: 7500 Lindsey Road
Little Rock, Arkansas 72206
Telephone: 501-490-1468

Contact: Paul Latture

Client Name: Little Rock Airport

Address: One Airport Drive
Little Rock, Arkansas 72202

Phone: 501-372-3439

Contact: Ronald Mathieu, Executive Director

Part II: Program

1. ***A description of how the firm plans to provide federal relations consulting services as set forth in Section 2. Include a description of how the firm will work with the City to provide these services.***

JLWA will work with the Mayor and other appropriate officials from the City of Fayetteville to develop an approach and outline a strategy for meeting the City's federal government priorities and goals. Listed below are descriptions of how JLWA plans to provide the services set forth in Section 2.0: Scope of Work.

Analyze and inform the City of contemplated legislative and regulatory changes that may positively or negatively affect programs of interest to the City.

In representing Fayetteville, we perceive our role as acting as your eyes, ears and legs in Washington. Our primary role will be to keep you informed of legislation and regulations pertaining to your interests (as determined in our initial meetings) and to recommend, identify and assist in ways for you to influence the debate concerning such interests.

We will also pinpoint any changes in legislation, regulations, statutes, or federal funding streams that would directly affect Fayetteville, either positively or negatively. One example of our commitment to information gathering for our clients is our work with the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Stafford Act gives the President the authority to issue a disaster declaration and provide financial and material assistance through FEMA to a community affected by a natural disaster. We constantly monitor every Stafford Act revision and communicate with Congressional staffers about contemplated changes to the statute. In this instance, as in others, we are working on behalf of our clients so that they receive fair treatment from the federal government.

As the only government relations firm with offices in Little Rock and Washington, we are particularly up to date with Arkansas-related legislation at the Federal level and Federal regulatory proposals that have the potential to affect the State.

In addition to our contacts in Washington and Arkansas, we will formally track issues in the Congressional Quarterly, the Federal Register, and the Congressional Record.

Identify and assist in securing federal legislative changes that would create additional opportunities for the City to secure increased federal appropriations and grant awards.

JLWA will work with Fayetteville's leadership to establish priorities and focus on the federal projects you have determined are important to the City. This will include advice and counsel on how such projects will be fund and how Fayetteville can successfully tap into these funding streams. We will coordinate as necessary with Arkansas Senators Mark Pryor and Blanche Lincoln and Representative John Boozman in support of these priorities, to include housing, transportation, aviation, environmental and homeland security, and others.

The American Recovery and Reinvestment Act of 2009 (ARRA), popularly called "the Stimulus Package", is an opportunity to seek funding outside the normal legislative budget procedures. JLWA is familiar with the funding allocations as well as with the eligibility requirements within ARRA. JLWA's analysis of ARRA for Fayetteville will require immediate consultation with City officials to develop strategies to secure stimulus funding for the City. JLWA believes this source of money will provide the greatest opportunity for increasing federal funding for Fayetteville in 2009.

In addition, JLWA can assist Fayetteville with identifying and promoting projects on your list and helping you with the application process, on both the federal level and with State government in Little Rock. Examples of programs that Fayetteville can utilize include:

- Funding for low-income housing projects through the US Department of Housing and Urban Development (HUD). The City of Fayetteville can tap into this funding in two ways. First, through Community Development Block Grants and the existing formulas (In FY 08 Fayetteville received \$ 635,930.00 in CDBG funding); and, second, through the competitive grant process, which provides \$1 billion to Public Housing Authorities across the country for rehabilitation and other uses.
- Funding for energy-related projects from the US Department of Energy, such as improving efficiency in government buildings, weatherization, and alternative fuel technologies. This funding is distributed in the form of block grants, loans, and through the Arkansas State Energy Office.

Assist in working with federal agencies and the federal administration to identify, create and secure new federal grant and funding opportunities.

After working with City officials to list priority issues to be addressed with the Obama administration and executive branch agencies, JLWA will identify the

most appropriate agency or agencies for procuring these funds and the appropriate US government officials to be contacted. JLWA will then develop the strategy necessary to seek new grant and funding opportunities, along with the appropriate roles of the Fayetteville City government in obtaining these funds.

Some of the projects identified on the Appropriations Request submitted to Congressman Boozman's office are available through grants and loans from the Executive Branch as well as through spending directed by Congress. For example:

- Funds for water and sewer infrastructure projects are available through the Environmental Protection Agency (EPA) to the State revolving loan fund. We will assist the City of Fayetteville in identifying the location of these resources and crafting a plan for securing them.
- JLWA will pursue funding through the Departments of Agriculture and Interior to replace Fayetteville's tree canopy damaged in the recent ice storm.

Develop plans to obtain necessary federal resources. This may include development of issue based plan proposals prior to the execution of each project.

JLWA commits to coordinating with the City of Fayetteville to develop strategic plans to maximize the City's federal funding opportunities. As with existing and proposed funding streams mentioned above, such as the current allocation of money from the Stimulus Package, JLWA will study and analyze future funding streams from the legislature and various federal agencies to determine the City's chances for success.

In anticipation of the release of these types of funding, JLWA will provide the City with a work plan on how they can be successfully acquired. These plans will be addressed with City officials as detailed in the sections above.

In addition, JLWA proposes to craft issue-related roundtable discussions with experts on a variety of subjects of interest. For example, we might invite experts on affordable housing on topics ranging from trends to funding to best practices. Other roundtable discussions might focus on transportation, public private partnerships or other issues of interest.

Seek individuals and groups with goals similar to those of the City and assist in building coordinated activities whenever advantageous to the City.

JLWA has experience in building coalitions and partnerships to achieve results at the federal level. Our government relations team has decades of experience in working with key decision-makers in both the executive and legislative branches and understands how to generate support for our client's priorities. Our team believes in the necessity of building relationships within the federal government to ensure that your goals are articulated to the right people in Washington, DC.

Meet with elected officials for one (1) on-site meeting annually to review annual report to include in results obtained and activities conducted for the City's federal objectives and to coordinate strategy to achieve those objectives for the coming year.

JLWA will meet annually with Fayetteville officials to review progress and accomplishments of the year to date and to plan for the next. Further, JLWA strongly recommends an initial meeting to establish priorities for the year of the contract. JLWA believes that these meetings will be critical in understanding the mechanisms for successes and setbacks and in recalibrating the City's strategy to build on the victories achieved over the course of the year.

Provide such other services as the City and the selected firm may agree are necessary to achieve the City's federal objectives.

While JLWA expects to work with Fayetteville city officials to develop appropriate strategies built around identified priorities, JLWA will also be open to exploring and considering other avenues when circumstances suggest or dictate changes in strategy or tactics. Typical strategies in working with Members of Congress, government agencies, regulatory bodies and executive staff, but it can also expand as demanded by the requirements of the project.

Provide monthly reports that outline activities completed on behalf of the City of Fayetteville, specifically including but not limited to reporting on contacts made, fund areas identified, upcoming deadlines, and recommended actions by city officials.

JLWA will provide monthly reports to the City of Fayetteville that will examine successful government contacts developed, funding areas identified, upcoming milestones and deadlines and recommended actions by City officials to further the project's aims. If, in the opinion of JLWA, more frequent or timely reports or requests are required for appropriate action, JLWA will provide them to the City, noting upcoming deadlines and recommending actions by City officials as needed. Such reports will help to ensure that outreach is pursued in a comprehensive and efficient manner and relevant deadlines are met successfully.

Assist in arranging face-to-face meetings by legislators and government entities up to four (4) times annually and help brief elected officials and staff in preparation of these meetings.

JLWA will work with the City to schedule meetings with members of the Arkansas delegation and other relevant government officials, including appropriate members of the departments and agencies within the Executive Branch that can be most of use to Fayetteville. This will be achieved up to four times annually and will be planned in advance to ensure audience with the most essential decision-makers for the City's priorities. In preparation for these meetings, JLWA will strategize with the City to present the best case for the City's needs and articulate the steps that need to be undertaken for legislative, regulatory or appropriation success.

2. An outline of how the firm will assist in reviewing and assessing the City's programs and identify those that have the greatest potential for increased federal support.

I. Priorities

- A. Face-to-face meeting with City officials to establish priorities
- B. Review of pertinent materials regarding City interests
- C. JLWA and City set priorities
 - 1. Review Congressionally-directed spending priorities
 - 2. Review and compare City's priorities with stimulus package

II. Work Plan for 2009

- A. Develop strategies and tactics for each priority issue
- B. Coordinate with City officials regarding City participation

III. Execute Plan

- A. Work with AR delegation to execute strategies, when appropriate
- B. Work with appropriate federal officials on other grant and agency-funded priorities
- C. Continue to coordinate activities with City
- D. When desired, assist City with application process in both Arkansas and Washington, DC
- E. Utilize JLWA government contacts, personal knowledge and experiences in meeting objectives
- F. Seek coalitions, partnerships when useful

IV. Quarterly Travel to Washington, DC

- A. Based on travel to Washington, DC, JLWA will recommend and set meetings with the AR congressional delegation and federal agency officials as needed to execute strategies
- B. JLWA will prepare briefing materials
- C. JLWA will accompany City officials to meetings
- D. JLWA will summarize meetings and recommend follow-up, as needed
- E. From time-to-time JLWA will organize roundtable discussions with experts in a variety of fields of interest to the city to keep abreast of latest information, trends and funding sources.

V. Reporting

- A. JLWA will prepare monthly reports of activities for the City, highlights activities of the previous month
- B. JLWA will meet annually to establish priorities for the next year and to review activities of the past year

VI. Communication

- A. JLWA will communicate at least monthly with the City of Fayetteville and at other times as necessary to maintain close coordination of activities
- B. JLWA will be available at any time during business hours to confer with City officials when they desire communication

3. ***A description of what strategies the firm would use to enhance federal funding. Respondents shall submit a proposed plan for achieving the broadly stated goals listed. This plan shall include, at a minimum, the strategy, milestones, and goals that represent the firm's best recommendation while achieving a high degree of cost efficiency. After award the chosen firm may be requested to provide an issue-based plan proposal prior to execution for each project.***

Analyze and inform the City of contemplated legislative and regulatory changes that may positively or negatively affect programs of interest to the City.

Strategy

- Regularly review various publications including, but not limited to: Congressional Quarterly, The Federal Register and the Congressional Record and other sources available on the internet.
- From time-to-time JLWA may attend meetings or other events related to issues identified as priorities for the City of Fayetteville.

Milestones

- Report any contemplated changes discovered in a timely fashion.

Goals

- Identify contemplated changes in time to either utilize the change for Fayetteville, or conversely, negate the disadvantage.

Cost Efficiency Measures

- Most of these publications are publications to which JLWA already subscribes or are free on the internet.

Identify and assist in securing federal legislative changes that would create additional opportunities for the City to secure increased federal appropriations and grant awards

Strategy

- To establish federal government priorities in face-to-face meetings with City officials, and
- By reviewing appropriate documents.
- Initially the review and discussions will be directed to current requests for traditional congressionally-directed spending and to the stimulus package.
- Work with AR congressional delegation to achieve success.
- Continue to coordinate all activities with City officials
- JLWA will assist the City of Fayetteville through the application process, in both Arkansas and Washington.

Milestones

- Within 2-weeks of being awarded the contract for Federal Legislative Services, JLWA will identify priorities in consultation with the City, depending upon the availability of City officials, for discussion.
- Within the next 2 weeks, JLWA will develop strategies for those priorities
- Develop and execute the work plan.

Goals

- Create the work plan for first year of contract.

Cost Efficiency Measures

- JLWA is receiving a flat fee for these services; therefore, amount of time and effort will not have an impact on costs.
- Travel and/or auto rental will be charged at the most economical price. Lodging, meals and incidental expenses will be charged at current published federal per diem rates for Fayetteville, AR, which is a daily rate of \$70 for lodging and \$39 for meals and incidental expenses.

Assist in working with federal agencies and the federal administration to identify, create and secure new federal grant and funding opportunities;

Strategy

- Establish priorities in face-to-face meetings with City officials,
- And by reviewing appropriate documents
- Identify likely funding sources and discover the best funding stream
- Work with AR congressional delegation to achieve success, when appropriate
- Assist City of Fayetteville through the application process, in both Arkansas and Washington, DC

Milestones

- Within 2-weeks of being awarded the contract for Federal Legislative Services, JLWA will identify federal agency priorities in consultation with the City, depending upon the availability of City officials for discussion.
- Within the next 2 weeks, JLWA will develop strategies for those priorities
- Develop the work plan and begin to execute the plan

Goals

- Assist Fayetteville to secure more federal funding than would have been secured without the assistance of JLWA, especially with regard to established priorities.

Cost Efficiency Measures

- JLWA is receiving a flat fee for these services; therefore, amount of time and effort will not have an impact on costs.
- Travel and/or auto rental will be charged at the most economical price. Lodging, meals and incidental expenses will be charged at current published federal per diem rates for Fayetteville, AR, which is a daily rate of \$70 for lodging and \$39 for meals and incidental expenses.

Develop plans to obtain necessary federal resources. This may include development of issue based plan proposals prior to the execution of each project.

Strategy

- JLWA will develop plans that will utilize US government contacts, personal knowledge and experiences and will enlist the support and assistance of the AR congressional delegation, when required.

Milestones

- A work plan for the year will be developed to support strategies and tactics to be used to achieve the goals established, in concurrence with the City.
- Other plans may be developed through-out the year when opportunities present themselves and are needed.

Goals

- A well-developed plan will provide a sound basis for development of winning strategies and tactics.

Cost Efficiency Measures

- JLWA is receiving a flat fee for these services; therefore, amount of time and effort will not have an impact on costs.
- Travel and/or auto rental will be charged at the most economical price. Lodging, meals and incidental expenses will be charged at current published federal per diem rates for Fayetteville, AR, which is a daily rate of \$70 for lodging and \$39 for meals and incidental expenses.

Seek individuals and groups with goals similar to those of the City and assist in building coordinated activities whenever advantageous to the City.

Strategy

- JLWA will identify those issues of interest with the City of Fayetteville and will enlist others of similar interests in support of those issues, including coordinating activities, when advantageous.
- JLWA strongly supports public-private partnerships when appropriate and advantageous.

Milestones

- As needed

Goals

- To enhance JLWA efforts in accomplishing the City's priorities, when deemed appropriate and or useful.

Cost Efficiency Measures

- Reimbursable expenses will be mutually agreed upon and as economical as feasible.
- Travel and/or auto rental will be charged at the most economical price. Lodging, meals and incidental expenses will be charged at current published federal per diem rates for Fayetteville, AR, which is a daily rate of \$70 for lodging and \$39 for meals and incidental expenses.

Meet with elected officials for one (1) on-site meeting annually to review annual report to include in results obtained and activities conducted for the City's federal objectives and to coordinate strategy to achieve those objectives for the coming year

Strategy

- JLWA expects to have an initial face-to-face meeting with City officials to establish priorities for the coming year.
- In subsequent years, to meet at least annually to review activities of the past year and set priorities for the next.

- JLWA will be in contact with City officials throughout the year to maintain close coordination of activities.

Milestones

- Initial meeting should occur at the earliest time convenient to all parties.
- Monthly reports, telephone calls, email, and potential subsequent meetings in Washington, DC or Arkansas could be used to periodically review progress.

Goals

- To establish federal government priorities for coming year.
- Create a work plan

Cost Efficiency Measures

- Travel and/or auto rental will be charged at the most economical price. Lodging, meals and incidental expenses will be charged at current published federal per diem rates for Fayetteville, AR, which is a daily rate of \$70 for lodging and \$39 for meals and incidental expenses.

Provide such other services as the City and the selected firm may agree are necessary to achieve the City's federal objectives

Strategy

- JLWA proposes to craft issue-related round-table discussions using experts in a variety of subjects of interest to the City.
- Strategies and tactics are subject to change at anytime additional strategies and tactics are deemed advantageous and should be abandoned at any time they are thought to be disadvantageous or no longer useful.

Milestones

- Round table discussions will be crafted in accordance with scheduled travel to Washington, DC by City officials.
- Other services will be discussed on an as-needed basis.

Goals

- To keep all strategies and tactics current and useful.
- Roundtable discussions will provide the City with additional information on various topics and identify current thinking and trends, potential funding sources as well as best-practices.

Cost Efficiency Measures

- Roundtable discussions will be planned to concur with scheduled travel to Washington, DC by City officials.
- Travel and/or auto rental will be charged at the most economical price. Lodging, meals and incidental expenses will be charged at current published federal per diem rates for Fayetteville, AR, which is a daily rate of \$70 for lodging and \$39 for meals and incidental expenses.

Provide monthly reports that outline activities completed on behalf of the City of Fayetteville, specifically including but not limited to reporting on contacts made, fund areas identified, upcoming deadlines, and recommended actions by city officials

Strategy

JLWA will provide monthly reports electronically and will be available to discuss contents as needed.

Milestones

JLWA would expect to deliver monthly reports within 1 week, following the end of the month, to be agreed upon with the City.

Goals

- To keep City advised of status of JLWA activities on its behalf.
- Continue to coordinate activities in Washington, DC with interests of City officials.

Cost Efficiency Measures

- JLWA is receiving a flat fee for these services; therefore, amount of time and effort will not have an impact on costs.
- Travel and/or auto rental will be charged at the most economical price. Lodging, meals and incidental expenses will be charged at current published federal per diem rates for Fayetteville, AR, which is a daily rate of \$70 for lodging and \$39 for meals and incidental expenses.

Assist in arranging face-to-face meetings by legislators and government entities up to four (4) times annually and help brief elected officials and staff in preparation of these meetings.

Strategy

- JLWA will work with the City to schedule meetings with members of the Arkansas delegation and/or other federal government officials on a quarterly basis, as the City officials may be available for travel.
- JLWA will recommend appropriate meetings deemed useful for specific issues.
- Based on priorities established, current status, and needed action, JLWA will prepare briefing materials and meet with the City officials in advance to discuss the meetings.

Milestones

- JLWA will arrange appropriate meetings as soon as the travel schedule is known.
- Briefing materials will be prepared in advance of the meetings.

Goals

- JLWA will assist City in keeping Arkansas delegation informed of its interests and any progress made in achieving them.

- Assistance of the delegation will be sought when appropriate, including assistance with efforts being made with federal agencies.

Cost Efficiency Measures

- Travel and/or auto rental will be charged at the most economical price. Lodging, meals and incidental expenses will be charged at current published federal per diem rates for Fayetteville, AR, which is a daily rate of \$70 for lodging and \$39 for meals and incidental expenses.

4. A description of how the firm will deal with conflict of interest situations, in which the provision of services for another client will be in conflict with either the services provided to the City or the goals of the City.

In the event of a potential conflict, JLWA will advise the City of the potential conflict and will work with the City to determine a satisfactory course of action. The conflict will be resolved, if (i) JLWA can provide competent and diligent representation to each affected client, and (ii) each affected client gives informed consent, confirmed in writing.

5. A description of the firm's availability to participate in meetings with City officials in Arkansas or Washington, DC

JLWA team members will be the available to participate in meetings with City officials on nearly a moment's notice at mutually convenient times and locations.

6. A definitive list of services the firm will provide.

- Assist City to determine a list of priority issues to promote before the federal government.
- Develop and implement an approach for accomplishing Fayetteville's goals.
- Plan successful strategies to pursue items advantageous to Fayetteville and to oppose those that are adverse to its goals.
- Create compelling testimony and presentations before Congress and federal agencies and departments.
- Analyze and discuss pending or potential legislation with the Arkansas Congressional delegation.

Part III: Authorized Negotiator

The proposal shall provide the name, title, address, and telephone number of the person authorized to negotiate contract terms and render binding decisions on contract matters. This should be submitted on the form provided for contact information. (See: Proposer Primary Contact Information)

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone. THIS INFORMATION SHALL BE PROVIDED ON THE ATTACHED FORM TITLED "PROPOSER PRIMARY CONTACT INFORMATION".** Proposer primary contact shall be available for phone and e-mail clarification from the hours of 8:00AM to 8:00 PM for the following dates: Thursday, April 02, 2009, Friday, April 03, 2009, and Monday, April 06, 2009.

PART I: Primary Contact Information:

Name of Firm: James Lee Witt Associates

Name of Primary Contact: Gloria Cabe

Title of Primary Contact: Managing Director

Phone#1 (cell preferred): 202-213-6283

Phone#2: 202-585-0783

E-Mail Address: gcabe@wittassociates.com

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? YES NO (circle one)
If no, please list contact that can legally bind a contract for the firm:

Name: Barry W. Scanlon

Title: President

Phone#1 (cell preferred): 202-585-0780

Phone#2: 202-585-0786

E-Mail Address: bscanlon@wittassociates.com

Date: April 1, 2009

Signed: Barry Scanlon

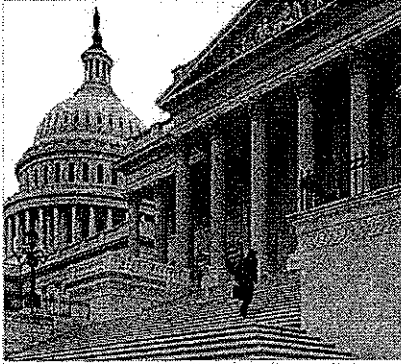
Part IV: Cost Proposal

The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning. The Proposer's plan of compensation for consulting services preferably should be quoted in aggregate as a flat annual fee as full remuneration for performing all services. If there are expenses which are considered reimbursable and are not included in the fixed fee, such expenses shall be identified and quantified as fully as possible.

We typically structure our fees on a retainer basis. We find our clients prefer this as it allows for precise budgeting, while encouraging regular communication between JLWA and the City of Fayetteville without the hesitancy that can accompany an hourly billing structure. JLWA will begin working immediately upon signing a contract on the areas above for an annual fee of \$78,000.00 (plus all mutually agreed upon out-of-pocket expenses), to be paid monthly at \$6,500.00.



Government Relations



James Lee Witt Associates (JLWA) is a global leader in emergency management and government affairs and has worked closely with the executive and legislative branches of federal and state governments, county commissions and local officials across the United States. The relationships we have formed make us uniquely qualified to navigate the complicated and unpredictable process of government decision-making.

The JLWA Government Relations team delivers sound consulting guidance and effective lobbying services that enable us to achieve our clients' strategic goals. Our expert team uses insight, knowledge and experience to provide a full range of government services to public and private sector clients.

Our Service

Our firm draws on practical lessons from previous congressional, policy-making and political experiences to determine which agencies, organizations and committees are most likely to shape policy and impact our clients' objectives. From our experience with managing complex issues at the highest levels of government, we can cut through the complexities of government at all levels and can put this knowledge to work for your organization.

Our Quality

Our team follows through on clients' requests in a timely, efficient manner and focuses on creating lasting solutions. Our operations are backed by the commitment and reputation of our firm's leaders, to the benefit of your business, your industry and your constituents.

Our Integrity

JLWA Government Relations is built upon a foundation of partnerships that date back over 35 years. Our founder, James Lee Witt, was the Cabinet-level Director of the Federal Emergency Management Agency, and has been uniformly praised for his public and private sector work by leaders from across the political spectrum. Like Mr. Witt, the JLWA Government Relations team has worked closely with members of both parties who will attest to our unquestioned credibility and integrity.

Our Expertise

Our team is led by a group of respected professionals who utilize their many years of experience at all levels of federal, state and local government and includes veterans of both the legislative and executive branches. In addition, the JLWA Government Relations team has decades of experience promoting international trade and business development.



Act with confidence.

1501 M Street, NW, 5th Floor, Washington, DC 20005
202.585.0780
www.globaloptions.com

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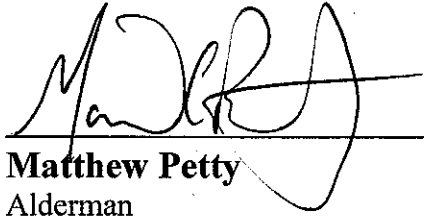
FOR: COUNCIL MEETING OF APRIL 21, 2009

FROM:
ALDERMAN MATTHEW PETTY

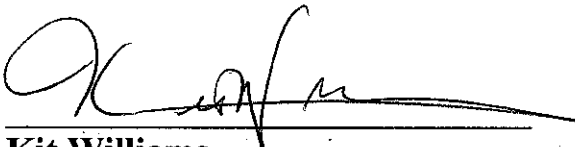
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Include Social Media In Citizen Communications

APPROVED FOR AGENDA:


Matthew Petty
Alderman

4-14-2009
Date


Kit Williams
City Attorney (as to form)

4-8-09
Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



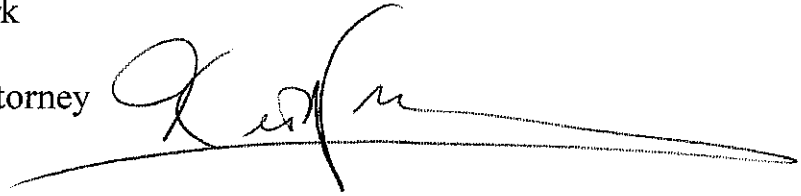
LEGAL DEPARTMENT

TO: **Matthew Petty**, Alderman

CC: **Lioneld Jordan**, Mayor
Don Marr, Chief of Staff
Sondra Smith, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **April 8, 2009**



RE: **Resolution To Include Social Media In Citizen Communications**

Attached is your Resolution exactly as you drafted it as well as the Agenda Request which I have signed as to form (not substance). My primary concern is with Section 1 where you state that: "the City will make a good faith effort to include public comment and discussion received via social media in the record."

Not only might this be viewed as an attempted encroachment of the legislative branch into the administration's realm of responsibility, but such a mandate would place additional burdens upon the administration or City Clerk's Office in terms of personnel costs with no corresponding budgetary allocation to cover these new costs.

All of the rest of your Resolution only places burdens upon the City Council itself which the City Council can legally do. However, I am not sure how you plan to have the City Council perform these additional duties.

RESOLUTION NO. _____

**A RESOLUTION TO INCLUDE SOCIAL MEDIA IN
CITIZEN COMMUNICATIONS**

WHEREAS, social media is used by a substantial portion of the Fayetteville citizens for receiving news and collaborating; and

WHEREAS, trends in media and technology indicate that the use of social media will increase proportionately to print and broadcast media; and

WHEREAS, the Mayoral Transition Team and participants in the Fayetteville Forward Summit identified social media as a way to increase civic engagement; and

WHEREAS, communication and collaboration with social media is cost-effective; and

WHEREAS, the public nature of social media reduces time spent on FOIA compliance.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas will provide notices, summaries, and links to additional resources via social media tools such as Facebook and Twitter, and the City will make a good faith effort to include public comment and discussion received via social media in the record.

Section 2: That the City Council of the City of Fayetteville, Arkansas will make known a communications strategy that incorporates all media formats in use by a substantial number of citizens.

Section 3: That the City Council of the City of Fayetteville, Arkansas will update its communications strategy annually, to adapt to changing communications trends and take advantage of new cost-saving opportunities.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

*Fayette
Junction*

From: "Robert Sharp" <rob@sharpparch.net>
To: "Karen Minkel" <kminkel@ci.fayetteville.ar.us>
Date: 4/21/2009 11:12 AM
Subject: RE: Fayette Junction Master Plan on City Council Agenda April 21

Karen,

I am unable to attend the City Council Meeting. Please tell the alderman that I participated in the charette and was very encouraged by the design solutions that emerged.

I am particularly excited by the proposed form-based revisions along Razorback Road and the increased connectivity that this neighborhood will enjoy due to the new and extended streets.

Please let the aldermen know of my strong support for this project.

Robert Sharp
Robert Sharp Architect, inc.
525 South School, Suite 220
Fayetteville, Arkansas 72701

tel 479.442.0229
mobile 479. 409-5783
fax 479.442.8721

-----Original Message-----

From: Karen Minkel [mailto:kminkel@ci.fayetteville.ar.us]
Sent: Monday, April 20, 2009 1:45 PM
To: Karen Minkel
Subject: Fayette Junction Master Plan on City Council Agenda April 21

All,

The Fayette Junction Master Plan is on the City Council agenda for tomorrow evening. Two weeks ago, the City Council amended the Illustrative Plan so that it is now considering the version shown in Exhibit A on <http://cityplan2025.accessfayetteville.org>. If you would like to submit public comment but cannot attend the meeting, send me an email and I will make sure Council members receive your input.

You may have noticed in the media that there was some confusion about zoning at the last meeting. The City Council is not rezoning tomorrow night; the Council is only considering the adoption of the master plan. However, the vision document does recommend rezoning the Razorback Road corridor at some point in the future to encourage a pedestrian-friendly streetscape and to prevent the strip shopping form of development that we see on College Avenue and Martin Luther King Jr. Avenue. The proposed zoning does not prohibit any of the uses currently allowed on Razorback Road; it only changes the form of the development.

Again, thank you for your efforts and feel free to contact me with any questions. The City Council meeting will be held in Room 219 at 6:00 p.m. in the City Administration building at 113 W. Mountain Street.

B3

Added at the City Council Meeting
4/21/09 New Ordinance
ADM 09-3219 Amend Chapter 166

ORDINANCE NO.

AN ORDINANCE AMENDING THE UNIFIED
DEVELOPMENT CODE SUBSECTION 166.12:
STRUCTURES NOT ALLOWED OVER PUBLIC
EASEMENTS, TO CLARIFY WHAT TYPES OF
STRUCTURES ARE PERMITTED IN EASEMENTS,
AND TO ESTABLISH CONSISTENT GUIDELINES
FOR THE INSTALLATION OF STRUCTURES IN
EASEMENTS.

WHEREAS, landowners are allowed to use their property within an easement as long as such use does not damage or impede the easement owner's use of the easement; and

WHEREAS, certain structures do not damage or impede the use of an easement and should be permitted within said easement; and

WHEREAS, additional regulations are necessary to clarify what types of structures are permitted in easements, and to establish consistent guidelines for permitting structures within easements;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, hereby repeals and replaces **§166.12 Structures Not Allowed Over Public Easements**, with the following language:

"§166.12 Structures Not Allowed Within Public Easements"

- (A) No portion of any building, pool (in-ground or above ground) or other immovable structure shall be built within a public utility easement.
- (B) Walls, brick or stone fences (with or without metal portions), monument or pole signs, and other difficult to move structures may only be built within public easements if permitted by the Zoning and Development Administrator after receiving written approval by all utility providers that could access

- (C) the easement. The written documentation shall be filed of record in the Washington County Circuit Clerk's office. Any related damage or relocation of utilities or the structure in the easement shall be at the owner/developer's expense. The owner shall be responsible at his or her own expense to promptly remove any permitted structure or portion of such structure within the easement if a utility company or the City needs access. A utility company or the City may remove such structure or portion of a structure itself to avoid delaying necessary installation, maintenance or repair work without liability to the property owner who may reinstall the permitted structure at his or her own expense once the installation, repair or maintenance work is finished.
- (D) Readily movable fences (field fence, barbed wire, chain link, woodboard privacy, etc.) may encroach upon non-drainage public easements. Although the property owner is legally responsible to remove a fence blocking an easement, the City or utility company may remove such fence blocking an easement if access to the easement is necessary. The City or utility company will reinstall the fence to its approximate pre-removal condition after the maintenance, installation, removal or repair of mains or utility structures is finished. Neither the City nor any utility company shall be liable for damages to any property owner as a result of this subsection.
- (E) No fences may be installed in any drainage easement if such installation could impede the drainage through the easement.
- (F) No item may be installed within a public easement that could restrict the function, visibility, or access to a utility structure such as a manhole, meter, electrical, phone, or cable box, or other structure as may be built for utility function. No item shall be placed within three feet of a fire hydrant or in any way that may restrict visibility, access or use of the hydrant, which includes the clear space around the hydrant from which a pressurized hose may extend when in use.

PASSED and APPROVED this day of , 2009.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

BOND PURCHASE AGREEMENT

May __, 2009

City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

\$[8,500,000]
City of Fayetteville, Arkansas
Water and Sewer System Revenue Bonds,
Series 2009

Ladies and Gentlemen:

On the basis of the representations, warranties and agreements and upon the terms and conditions contained herein, the undersigned, Stephens Inc. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the City of Fayetteville, Arkansas (the "City") which, upon your acceptance of this offer, will be binding upon you and upon the Underwriter. Terms not otherwise defined herein shall have the same meanings as set forth in the Indenture defined and described below.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before midnight on May __, 2009.

1. **General.** Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of \$[8,500,000] City of Fayetteville, Arkansas Water and Sewer System Revenue Bonds, Series 2009 (the "Bonds"), at the purchase price (the "Purchase Price") of \$_____ (equal to the par amount of the Bonds [plus][less] a net reoffering [premium][discount] of \$_____ and less underwriter's discount of \$_____) plus accrued interest, if any, from June 1, 2009, to the Closing Date (hereinafter defined).

The Bonds shall be issued by the City pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 65 to the Constitution and Arkansas Code Annotated (1998 Repl. & Supp. 2005) §§14-234-201 *et seq.*, §§14-235-201 *et seq.* and §§14-164-401 *et seq.* (collectively, the "Authorizing Legislation").

The Bonds will constitute special and limited obligations of the City, secured solely by and payable solely from (1) a pledge of and lien on the net revenues (the "Net Revenues") of the City's combined water and sewer system (the "System") and (2) moneys on deposit in the Bond Fund, the Debt Service Reserve Fund and the Construction Fund established by that certain Trust Indenture dated as of May 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 1, 2004, and by a Second Supplemental Trust Indenture dated as of

June 1, 2009 (as amended and supplemented, the "Indenture"), each by and between the City and Bank of Oklahoma, N.A., Tulsa, Oklahoma, as trustee (the "Trustee"), all as more particularly described in the Indenture. The pledge of Net Revenues securing the Bonds is on a parity basis with an existing pledge of Net Revenues securing (i) the City's outstanding Water and Sewer System Refunding Revenue Bonds, Series 2002B (the "Series 2002 Bonds"), and (ii) the City's outstanding Water and Sewer System Refunding Revenue Bonds, Series 2004 (the "Series 2004 Bonds").

The Bonds shall be issued and secured pursuant to an ordinance of the City Council of the City (the "Authorizing Ordinance") which was adopted on April __, 2009, and pursuant to the Indenture. The Bonds shall have the maturities and interest rates as set forth in Exhibit A hereto. The Bonds shall be subject to redemption as set forth in the Indenture and in the Official Statement (hereinafter defined).

The proceeds of the Bonds will be utilized (i) to acquire construct and equip certain improvements to the System (the "Project"), (ii) to fund a debt service reserve and (iii) to pay the costs of issuance of the Bonds. [ADD INSURANCE PROVISIONS?]

The City will undertake, pursuant to a Continuing Disclosure Agreement to be dated as of the date of delivery of the Bonds (the "Continuing Disclosure Agreement"), to provide certain annual financial and operating information and notices of the occurrence of certain events, if material, as required by Section (b)(5)(i) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"). A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement (each hereinafter defined). The City is not in default with respect to any of its obligations under previous undertakings pursuant to the Rule.

In order to ensure compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the City will enter into a Tax Regulatory Agreement dated as of the date of delivery of the Bonds (the "Tax Regulatory Agreement").

2. **Bona Fide Public Offering.** The Underwriter agrees to make a bona fide public offering of all of the Bonds at the offering prices set forth on the cover of the final Official Statement described below.

3. **Delivery of Official Statement.** (a) The City has previously provided the Underwriter with copies of its Preliminary Official Statement, including the cover page and the appendices thereto, dated May __, 2009, relating to the Bonds (the "Preliminary Official Statement"). As of its date, the Preliminary Official Statement is "deemed final" by the City for purposes of SEC Rule 15c2-12(b)(1). The Preliminary Official Statement, as amended to conform to the terms of this Bond Purchase Agreement, including Exhibit A hereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement."

(b) The City agrees to deliver to the Underwriter, at such address as the Underwriter shall specify, as many copies of the final Official Statement dated May __, 2009, relating to the Bonds as the Underwriter shall reasonably request as necessary to

comply with paragraph (b)(4) of the Rule (as defined above) and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. The City agrees to deliver such final Official Statement within seven (7) business days after the execution hereof.

(c) Pursuant to the Authorizing Ordinance, the City has authorized and approved the Preliminary Official Statement and the final Official Statement, consented to their distribution and use by the Underwriter, and authorized the execution of the final Official Statement by a duly authorized officer of the City. The City hereby ratifies and confirms the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the public offering of the Bonds.

(d) The Underwriter shall give notice to the City on the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver final Official Statements pursuant to paragraph (b)(4) of the Rule.

4. **City's Representation and Warranties.** The City represents and warrants to the Underwriter that:

(a) The City is a duly organized and existing political subdivision under the Constitution and laws of the State of Arkansas (the "State"). The City is authorized by the provisions of the Authorizing Legislation to issue the Bonds for the purpose of financing the Project.

(b) The City has the full legal right, power and authority (i) to adopt the Authorizing Ordinance authorizing the issuance of and sale of the Bonds, (ii) to enter into this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, (iii) to issue, sell and deliver the Bonds to the Underwriter as provided herein, (iv) to adopt Ordinance No. 5123 and Ordinance No. 5129 (collectively, the "Rate Ordinances") for the purpose of establishing rates for the System services, (v) to pledge irrevocably the Net Revenues to the payment of the principal of, premium, if any, and interest on the Bonds, and (vi) to carry out and consummate all other transactions contemplated by each of the aforesaid documents, and the City has complied with all provisions of applicable law, including the Authorizing Legislation, in all matters relating to such transactions.

(c) The City has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery and due performance of this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, (ii) the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the final Official Statement, and (iii) the taking of any and all such actions as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by such instruments. All consents or approvals necessary to be obtained by the City in connection with the foregoing have been received, and the consents or approvals so received remain still in full force and effect.

(d) The Authorizing Ordinance and the Rate Ordinances have been duly adopted by City Council of the City, are in full force and effect and each constitutes the legal, valid and binding act of the City; and this Bond Purchase Agreement, the Second Supplemental Trust Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, when executed and delivered, will constitute legal, valid and binding obligations of the City, and this Bond Purchase Agreement, the Second Supplemental Trust Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement are enforceable against the City in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally.

(e) When delivered to or at the direction of the Underwriter, the Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding obligations of the City in conformity with the laws of the State of Arkansas, including the Authorizing Legislation, and will be entitled to the benefit and security of the Authorizing Ordinance and the Indenture.

(f) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement.

(g) The information contained in the Preliminary Official Statement is, and as of the Closing Date such information in the final Official Statement will be, true and correct in all material respects, and the Preliminary Official Statement does not and the final Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) If, at any time prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 3(d) hereof that Official Statements are no longer required to be delivered under the Rule or (ii) 25 days after the Closing Date, any event occurs as a result of which the Official Statement, as then amended or supplemented, might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter in writing of such event. Any information supplied by the City for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Upon the request of the Underwriter therefor, the City shall prepare and deliver to the Underwriter, at the City's expense, as many copies of an amendment or supplement to the Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(i) Neither the adoption of the Authorizing Ordinance or the Rate Ordinances, the execution and delivery of this Bond Purchase Agreement, the Bonds, the Second Supplemental Trust Indenture, the Continuing Disclosure Agreement or the Tax

Regulatory Agreement, nor the consummation of the transactions contemplated herein or therein or the compliance with the provisions hereof or thereof will conflict with, or constitute on the part of the City a violation of, or a breach of or default under, (i) any statute, indenture, mortgage, commitment, note or other agreement or instrument to which the City is a party or by which it is bound, (ii) any provision of the Constitution of the State of Arkansas, or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the City (or the members of its City Council or any of its officers in their respective capacities as such) is subject. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, which are required for the City's execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of this Bond Purchase Agreement, the Authorizing Ordinance, the Rate Ordinances, the Bonds, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement have been obtained.

(j) The City has never been in default at any time as to the payment of principal of or interest on any obligation which it has issued, including those which it has issued as a conduit for another entity, except as specifically disclosed in the Official Statement.

(k) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City, threatened, which in any way questions the powers of the City referred to in subparagraph 4(b) above, or the validity of any proceeding taken by the City in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Bond Purchase Agreement, or of any other document or instrument required or contemplated by the Bond financing, or which, in any way, could adversely affect the validity or enforceability of the Authorizing Ordinance, the Rate Ordinances, the Bonds, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement or this Bond Purchase Agreement or, to the knowledge of the City, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes or in any other way questions the status of the Bonds under federal or State of Arkansas tax laws or regulations.

(l) Any certificate signed by any official of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the truth of the statements therein contained.

(m) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(n) The audited general purpose financial statements and supplemental financial statements of the City for the year ended December 31, 2007, and the unaudited financial statements of the City's Water and Sewer Fund for the year ended

December 31, 2008, included in the Official Statement, present fairly the financial position of the City and its Water and Sewer Fund as of the dates indicated and the results of the City's and its Water and Sewer Fund's operations for the periods specified, and such financial reports and statements have been prepared in conformity with generally accepted governmental accounting principles consistently applied in all material respects to the periods involved, except as otherwise stated in the notes thereto. There has been no material change in the general affairs, management, properties, financial position, capitalization or results of operations of the City or its Water and Sewer Fund since the date of such financial statements except as set forth in the Official Statement.

(o) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture or the Escrow Agreement, or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

5. **City's Covenants.** The City covenants with the Underwriter as follows:

(a) The City will cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required to consent to suit or to service of process in any jurisdiction. The City consents to the use by the Underwriter in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Bonds, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(b) Prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 3(d) hereof that final Official Statements are no longer required under the Rule or (ii) 25 days after the Closing Date, the City shall provide the Underwriter with such information regarding the City, its Water and Sewer Fund, and the current financial condition and ongoing operations of the City and its Water and Sewer Fund, all as the Underwriter may reasonably request.

6. **Closing.** At 10:00 a.m. Fayetteville time on June __, 2009, or at such other time and/or date as shall have been mutually agreed upon by the City and the Underwriter (the "Closing Date"), the City will deliver the Bonds, or cause the Bonds to be delivered, to or at the direction of the Underwriter, said Bonds to be in definitive form duly executed by the City and authenticated by Bank of Oklahoma, N.A., Tulsa, Oklahoma, as trustee (the "Trustee"), together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds by making a wire transfer of federal funds payable to the order of the Trustee for the account of the City.

The Bonds shall be delivered to The Depository Trust Company in New York, New York, and the activities relating to the final execution and delivery of the Authorizing Ordinance, the Second Supplemental Trust Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement and the other documents related to the Bonds and the payment

for the Bonds and the delivery of the certificates, opinions and other instruments as described in Section 8 of this Bond Purchase Agreement shall occur in the offices of Kutak Rock LLP, 124 West Capitol Avenue, Suite 2000, Little Rock, Arkansas ("Bond Counsel") or at such other place as shall have been mutually agreed upon between the City and the Underwriter. The payment for the Bonds and simultaneous delivery of the Bonds to or at the direction of the Underwriter is herein referred to as the "Closing."

7. **Underwriter's Right to Cancel.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds hereunder by notifying the City in writing or by telegram of its election to do so between the date hereof and the Closing, if at any time hereafter and prior to the Closing:

(i) the House of Representatives or the Senate of the Congress of the United States, or a committee of either, shall have pending before it, or shall have passed or recommended favorably, legislation introduced previous to the date hereof, which legislation, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Authorizing Ordinance or the Indenture or similar documents or upon interest received on obligations of the general character of the Bonds or the Bonds, or of causing interest on obligations of the general character of the Bonds, or the Bonds, to be includable in gross income for purposes of federal income taxation, and such legislation, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(ii) a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported or rereported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted or a decision by a federal court of the United States or the United States Tax Court shall have been rendered, or a ruling, release, order, regulation or official statement by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency shall have been made or proposed to be made having the purpose or effect, or any other action or event shall have occurred which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds or of any of the transactions contemplated in connection herewith, including causing interest on the Bonds to be included in gross income for purposes of federal income taxation, or imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Authorizing Ordinance or the Indenture or similar documents or upon interest received on obligations of the general character of the Bonds, or the Bonds which, in the opinion of the Underwriter, materially adversely affects the market price of or market for the Bonds; or

(iii) legislation shall have been enacted, or actively considered for enactment with an effective date prior to the Closing, or a decision by a court of the United States shall have been rendered, the effect of which is that the Bonds, including any underlying

obligations, or the Indenture, as the case may be, is not exempt from the registration, qualification or other requirements of the Securities Exchange Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(iv) a stop order, ruling, regulation or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, or the execution and delivery of the Indenture as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(v) any event shall have occurred or any information shall have become known to the Underwriter which causes the Underwriter to reasonably believe that the Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(vi) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(vii) there shall be in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(viii) a general banking moratorium shall have been declared by federal, New York or State authorities; or

(ix) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the City; or

(x) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(xi) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriter.

8. **Conditions to Underwriter's Obligations.** The obligation of the Underwriter to purchase the Bonds shall be subject (a) to the performance by the City of its obligations to be performed hereunder at and prior to the Closing, (b) to the accuracy of the representations and warranties of the City herein as of the date hereof and as of the time of the Closing, and (c) to the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance satisfactory to the Underwriter:

(a) The Bonds shall have been duly authorized, executed and delivered in the forms approved by the City in the Indenture with only such changes therein as the Underwriter and the City shall mutually agree upon, which shall in all instances be as described in the final Official Statement;

(b) At the time of Closing, (i) the Official Statement, this Bond Purchase Agreement, the Indenture, the Authorizing Ordinance, the Rate Ordinances, the Continuing Disclosure Agreement and the Tax Regulatory Agreement shall be in full force and effect and shall not have been amended, modified or supplemented from the date hereof, except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds and other funds shall be deposited and applied as described in the Indenture, (iii) no default or event of default under the Indenture shall have occurred and be continuing, and (iv) no material adverse change affecting the City or its water and sewer system (the "System") shall have occurred, nor shall any development involving a prospective and material adverse change in, or affecting the business, financial condition, results of operations, prospects or properties of the City or the System have occurred;

(c) Receipt of fully executed originals of the Second Supplemental Trust Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement at or prior to the Closing;

(d) At or prior to the Closing, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter and Bond Counsel:

(1) A final approving opinion of Bond Counsel, dated the Closing Date, in substantially the form set forth in Exhibit B hereto;

(2) A supplemental opinion of Bond Counsel, addressed to the City, the Trustee and the Underwriter and dated the Closing Date, in substantially the form set forth in Exhibit C hereto;

(3) The Official Statement executed by a duly authorized officer of the City;

(4) Certified copies of the Authorizing Ordinance and the Rate Ordinances and all other ordinances and resolutions of the City relating to the Bonds;

(5) Photocopies of the Bonds as executed and delivered;

(6) A letter or letters from Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., to the effect that the Bonds have been assigned a rating of no less than "A", which rating shall be in effect as of the Closing Date;

(7) A letter from BKD, LLP, independent certified public accountants, in which consent is given to the use of its report on the audited financial statements of the City in the Official Statement and to the references made to the firm in the Official Statement;

(8) A letter from BKD, LLP, independent certified public accountants, stating the results of the application of certain procedures to the financial statements of the City, which results satisfy the requirements regarding the issuance of additional bonds contained in Section 213 of the Indenture, pursuant to which the Series 2002 Bonds and Series 2004 Bonds are secured;

(9) A certificate, in form and substance satisfactory to the Underwriter, of any duly authorized officer or official of the City satisfactory to the Underwriter, dated as of the Closing Date, to the effect that: (i) each of the City's representations, warranties and covenants contained herein are true and correct as of the Closing Date; (ii) the City has duly adopted the Authorizing Ordinance and Rate Ordinances by all action necessary under the Authorizing Legislation and the laws and Constitution of the State of Arkansas, and has duly authorized the execution, delivery and due performance of the Bonds, the Second Supplemental Trust Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement, the Official Statement and this Bond Purchase Agreement; (iii) no litigation is pending, or to the knowledge of the officer or official of the City signing the certificate after due investigation and inquiry, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Official Statement, the Authorizing Ordinance, the Rate Ordinances, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement, or this Bond Purchase Agreement; (iv) the Bonds, the Second Supplemental Trust Indenture, this Bond Purchase Agreement, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, as executed and delivered by the City, are in the form or in substantially the form approved for such execution by appropriate proceedings of the City; (v) since December 31, 2008, there has not been any material adverse change in the financial condition or results of operations of the City or the System whether or not arising in the ordinary course of business, other than as set forth in the Official Statement; (vi) the Authorizing Ordinance and the Rate Ordinances have not been amended, modified or repealed as of the Closing Date, and the Authorizing Ordinance and the Rate Ordinances remain in full force and effect; (vii) none of the proceedings of the City taken preliminary to the issuance of the Bonds, as certified in such certificate, has been in any manner repealed, amended or changed; (viii) the City has complied in all respects with the provisions of the Authorizing Legislation and has full legal right, power and authority to issue the Bonds for the purposes stated in the Authorizing Legislation and to enter into this

Bond Purchase Agreement, to adopt the Authorizing Ordinance, to issue, sell and deliver the Bonds as provided in this Bond Purchase Agreement, and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Authorizing Ordinance, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement; (ix) neither the Official Statement nor any amendment or supplement thereto contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading; and (x) to the best knowledge of the officer or official of the City signing the certificate, no event affecting the City or the System has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is used that is necessary to disclose therein in order to make the statements and information therein not misleading in any respect;

(10) An opinion of Kit Williams, Esq., City Attorney, dated the Closing Date and addressed to the Underwriter, Bond Counsel and the Trustee, to the effect that (i) the City is a duly organized and validly existing political subdivision and city of the first class, organized under the laws of the State of Arkansas, with full power and authority to adopt the Authorizing Ordinance and the Rate Ordinances and to execute and deliver the Bonds, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement and this Bond Purchase Agreement; (ii) the City has duly approved the Preliminary Official Statement and the Official Statement; (iii) the Authorizing Ordinance and the Rate Ordinances have been duly adopted by the City by all action necessary under the Authorizing Legislation and the laws and Constitution of the State of Arkansas, and remain in full force and effect; (iv) the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement and this Bond Purchase Agreement have been duly authorized, approved, executed and delivered by the City and, subject to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally, constitute valid and binding agreements of the City enforceable in accordance with their terms; (v) the information in the Official Statement under the captions "THE CITY," "THE PROJECT," "THE SYSTEM" and "LEGAL MATTERS" (apart from financial or statistical data contained or incorporated therein, as to which no view need be expressed) is fair, accurate and complete and does not omit any matter which, in such counsel's opinion, for the purposes for which the Official Statement is to be used, should be included or referred to therein; (vi) excepting those matters discussed in the Official Statement, there is no action, suit or proceeding at law or in equity before or by any court, public board or body, pending or threatened, against or affecting the City, challenging the validity of the transactions contemplated by the Official Statement or the validity of the Bonds, the Authorizing Ordinance, the Rate Ordinances, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement or this Bond Purchase Agreement and, to the best of such counsel's knowledge, there is no investigation, pending or threatened, and no threatened action, suit or proceeding involving any of the matters hereinabove

mentioned in this clause (vi); (vii) the execution and delivery of the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement and this Bond Purchase Agreement, and compliance with the provisions hereof and thereof, under the circumstances contemplated hereby and thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or any existing law, regulation, court order or consent decree to which the City is subject; and (viii) based upon the examinations which such counsel has made as counsel to the City, which shall be specified, nothing has come to such counsel's attention which would lead such counsel to believe that the Official Statement (except for the financial statements and other financial data included in the Official Statement, as to which no view need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(11) Evidence that Federal Form 8038-G has been executed by the City and is ready for filing with the Internal Revenue Service.

(12) Evidence that, except as disclosed in the Official Statement, all necessary approvals, whether legal or administrative, have been obtained from applicable federal, state and local entities and agencies; and

(13) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter and Bond Counsel may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the City herein contained and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

9. **Conditions to Obligations of the City.** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

10. **Survival.** All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive the Closing. The obligations of the City under Sections 11 or 12 hereof shall survive any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

11. **Indemnification.** The City, to the extent permitted by law, agrees to indemnify and hold harmless the Underwriter, each member, officer, director, partner or employee of the Underwriter and each person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (collectively called the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses (including any legal or other expenses incurred by an Indemnified Party in connection with investigating any claims against an Indemnified Party and defending any actions) whatsoever caused by any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading insofar as such losses, claims, damages, liabilities or expenses are caused by any such untrue or misleading statement or omission or alleged untrue or misleading statement or omission in the information contained in the Official Statement; provided, however, that the City shall not be liable to an Indemnified Party in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents in reliance upon and in conformity with written information furnished to the City by the Underwriter specifically for use therein. No Indemnified Parties shall be indemnified hereunder for any losses, claims, damages or liabilities resulting from the negligence of such Indemnified Parties.

In case any action shall be brought against one or more of the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the City, the Indemnified Parties shall promptly notify the City in writing, and, to the extent permitted by law, the City shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless employment of such counsel has been specifically authorized by the City. The City shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the City, the City agrees to indemnify and hold harmless the Indemnified Parties to the extent provided in this Bond Purchase Agreement and to the extent permitted by law.

12. **Payment of Expenses.** The City will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to, expenses of mailing or delivery of the Bonds, legal publication costs, charges for obtaining CUSIP numbers on the Bonds, fees payable to The Depository Trust Company relating to the Bonds, costs of printing the Bonds, the Preliminary and final Official Statements, any amendment or supplement to the Preliminary or final Official Statement and this Bond Purchase Agreement, fees and disbursements of Bond Counsel, accountants' fees and expenses, any fees charged by investment rating agencies for the rating of the Bonds, bond insurance premiums, if any, fees of the Trustee and any paying agent fees, and any fees and disbursements in connection with the qualification of the Bonds for sale under the securities or "Blue Sky" laws of the various jurisdictions and the preparation of "Blue Sky" memoranda. In the event this Bond Purchase Agreement shall terminate because of the default of the

Underwriter, the City will, nevertheless, pay, or cause to be paid, all of the expenses specified above. The Underwriter shall pay all advertising expenses in connection with the public offering of the Bonds, and all other expenses incurred by it in connection with the public offering and distribution of the Bonds, including the fees and expenses of any counsel retained by the Underwriter. If the City defaults under this Bond Purchase Agreement, the Underwriter may bring whatever legal action it may have against the City to recover damages, if any, incurred by the Underwriter.

13. **Notices.** Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at the address set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Stephens Inc., 3425 North Futrall, Suite 201, Fayetteville, AR 72703, Attention: Mr. Dennis Hunt.

14. **Nonassignability.** This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successor or assign of the Underwriter), and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

15. **Applicable Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

16. **Counterparts.** This Bond Purchase Agreement shall become effective upon your acceptance hereof and may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

STEPHENS INC.

By: _____
Authorized Representative

Accepted and agreed to as of
the date first above written:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Title: Mayor

EXHIBIT A
MATURITY SCHEDULE
SERIES 2009 BONDS

(August 15) Maturity	Principal Amount	Interest Rate	Price	(August 15) Maturity	Principal Amount	Interest Rate	Price
2013	\$	%	%	2017	\$	%	%
2014		%	%	2018		%	%
2015		%	%	2019		%	%
2016		%	%	2020		%	%

(with accrued interest on all Series 2009 Bonds from June 1, 2009)

EXHIBIT B

PROPOSED FORM OF BOND COUNSEL APPROVING OPINION

Upon delivery of the Series 2009 Bonds in definitive form, Kutak Rock LLP, Little Rock, Arkansas, proposes to deliver its approving opinion in substantially the following form:

June __, 2009

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Bank of Oklahoma, N.A., as Trustee
Tulsa, Oklahoma

Stephens Inc.
Fayetteville, Arkansas

\$[8,500,000]
City of Fayetteville, Arkansas
Water and Sewer System Refunding Revenue Bonds
Series 2009

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance and sale by the City of Fayetteville, Arkansas (the "City"), a political subdivision of the State of Arkansas, of its \$[8,500,000] Water and Sewer System Revenue Bonds, Series 2009 (the "Bonds").

The Bonds are being issued pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 65 and Arkansas Code Annotated (1998 Repl. & Supp. 2005) §§14-164-401 *et seq.*, §§14-234-201 *et seq.* and §§14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), pursuant to Ordinance No. ____ of the City, duly adopted and approved on April __, 2009 (the "Authorizing Ordinance"), and pursuant to a Trust Indenture dated as of May 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 1, 2004, and by a Second Supplemental Trust Indenture dated as of June 1, 2009 (as amended and supplemented, the "Indenture"), each by and between the City and Bank of Oklahoma, N.A., as trustee (the "Trustee"). Reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the conditions for the issuance of parity debt by the City, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the holders of the Bonds, and the terms upon which the Bonds are issued and secured.

Reference is made to an opinion of even date herewith of Kit Williams, Esq., City Attorney, a copy of which is on file with the Trustee, with respect, among other matters, to the

status and valid existence of the City, the power of the City to adopt the Rate Ordinances and the Authorizing Ordinance and to enter into and perform its obligations under the Indenture, the valid adoption of the Rate Ordinances and the Authorizing Ordinance and the due authorization, execution and delivery of the Indenture by the City, and with respect to the Indenture being enforceable upon the City.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in the Authorizing Ordinance and the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a municipal corporation of the State of Arkansas. Pursuant to the Constitution and laws of the State of Arkansas, including, particularly, Amendment 65 and the Authorizing Legislation, the City is empowered to adopt the Authorizing Ordinance, to execute and deliver the Indenture, to perform the agreements on its part contained therein, and to issue the Bonds.

2. The Authorizing Ordinance has been duly adopted by the City and constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms.

3. The Indenture has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City enforceable upon the City in accordance with its terms.

4. The Bonds have been validly authorized, executed, issued and delivered by the City and represent valid and binding special obligations of the City. The principal, premium, if any, and interest on the Bonds shall be payable from, and shall be secured by an assignment and pledge by the City to the Trustee of, the Net Revenues (as defined in the Indenture) of the City's water and sewer system, subject to a parity pledge of Net Revenues securing (i) the City's Water and Sewer System Refunding Revenue Bonds, Series 2002B, (ii) the City's Water and Sewer System Refunding Revenue Bonds, Series 2004, and (iii) any Additional Bonds (as defined in the Indenture) issued hereafter.

5. The Net Revenues have been duly and validly assigned and pledged to the Trustee under the Indenture, and the Indenture creates, as security for the Bonds, a valid security interest in the Net Revenues. Under the laws of the State of Arkansas, including, particularly, Arkansas Code Annotated (2001 Repl. & 2005 Supp.) Section 4-9-109(d)(14), the pledge, assignment and security interest in the Net Revenues securing the Bonds is and shall be prior to any judicial lien hereafter imposed on said Net Revenues to enforce a judgment against the City on a simple contract, and it is not necessary to file a Uniform Commercial Code financing statement in order to perfect a security interest in said Net Revenues.

6. Interest on the Bonds is excluded from gross income for federal income tax purposes. In addition, interest on the Bonds is not a specific preference item nor is it included in adjusted current earnings for purposes of the federal alternative minimum tax. The opinions

described in the preceding sentences assume the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended, that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to comply with such requirements. The Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), a deduction is allowed for eighty percent (80%) of that portion of such financial institution's interest expense allocable to interest on the Bonds. We express no opinion regarding other federal tax consequences of holding the Bonds.

7. The interest on the Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.

8. The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended, in connection with the offer and sale of the Bonds.

It is to be understood that the rights of the registered owners of the Bonds and the enforceability of the Bonds, the Authorizing Ordinance and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

EXHIBIT C

PROPOSED FORM OF BOND COUNSEL SUPPLEMENTAL OPINION

June __, 2009

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Bank of Oklahoma, N.A., as Trustee
Tulsa, Oklahoma

Stephens Inc.
Fayetteville, Arkansas

\$[8,500,000]
City of Fayetteville, Arkansas
Water and Sewer System Revenue Bonds
Series 2009

Ladies and Gentlemen:

This opinion supplements our bond approving opinion, dated the date hereof, relating to the above-captioned bonds (the "Bonds"). Except as otherwise defined herein, the terms used herein shall have the meanings prescribed for them in said opinion.

In addition to the documents specifically mentioned in that opinion, we have examined the portions of the Official Statement dated May __, 2009, with respect to the Bonds (the "Official Statement"), captioned "INTRODUCTORY STATEMENT," "THE SERIES 2009 BONDS," "SECURITY FOR THE BONDS," "ESTIMATED SOURCES AND USES OF FUNDS," "DEFINITIONS OF CERTAIN TERMS," "SUMMARY OF THE INDENTURE," "SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT," "TAX EXEMPTION," and "APPENDIX C – Form of Opinion of Bond Counsel" (the "Relevant Captions") insofar as they relate to this opinion.

In connection with this opinion, we have also examined:

(a) An executed counterpart of the Trust Indenture dated as of May 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 1, 2004, and by a Second Supplemental Trust Indenture dated as of June 1, 2009 (as amended and supplemented, the "Indenture"), by and between the City and Bank of Oklahoma, N.A., as trustee (the "Trustee");

(b) An executed counterpart of the Continuing Disclosure Agreement dated June __, 2009 (the "Continuing Disclosure Agreement"), by and between the City and the Trustee;

(c) An executed counterpart of the Tax Regulatory Agreement dated June 1, 2009 (the "Tax Regulatory Agreement"), by and between the City and the Trustee; and

(d) An executed counterpart of the Bond Purchase Agreement dated May __, 2009 (the "Bond Purchase Agreement"), by and between the City and Stephens Inc. (the "Underwriter").

Based on our examination, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The statements contained in the Official Statement under the Relevant Captions, insofar as such statements purport to summarize certain provisions of the Bonds, the Indenture and the Continuing Disclosure Agreement, or conclusions of law and legal opinions, are true, accurate and correct summaries thereof in all material respects and do not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

2. The Indenture has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, the Indenture represents the valid and binding agreement of the City enforceable in accordance with its terms.

3. The Continuing Disclosure Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, the Continuing Disclosure Agreement represents the valid and binding agreement of the City enforceable in accordance with its terms.

4. The Tax Regulatory Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, the Tax Regulatory Agreement represents the valid and binding agreement of the City enforceable in accordance with its terms.

5. The Bond Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Underwriter, the Bond Purchase Agreement represents the valid and binding agreement of the City enforceable in accordance with its terms.

The obligations of the parties, and the enforceability thereof, with respect to the documents and other items described above are subject, in part, to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally, now or hereafter in effect. Certain of the obligations, and the enforcement thereof, are also subject to general equity principles, which may limit the specific enforcement of certain remedies but which do not affect the validity of such item.

This opinion is being rendered to you solely for your benefit and may not be relied upon in any manner, nor used, by any other person.

Very truly yours,

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated June __, 2009 (this "Agreement"), is executed and delivered by the City of Fayetteville, Arkansas (the "City") and the Bank of Oklahoma, N.A., as trustee (the "Trustee"), in connection with the issuance of the City's \$[8,500,000] Water and Sewer System Revenue Bonds, Series 2009 (the "Bonds"). The Bonds are being issued pursuant to the terms and provisions of Ordinance No. ____ duly adopted by the City Council of the City on April __, 2009 (the "Authorizing Ordinance"), and a Trust Indenture dated as of May 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 1, 2004, and by a Second Supplemental Trust Indenture dated as of June 1, 2009, each by and between the City and the Trustee. In connection with the issuance of the Bonds, the City and the Trustee agree as follows:

Section 1. Purpose of this Agreement. This Agreement is being executed and delivered by the City and the Trustee for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with, and constitutes the written undertaking for the benefit of the Beneficial Owners of the Bonds required by, Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Act of 1934, as amended (17 C.F.R. Section 240.15c2-12) (the "Rule"). The City hereby represents that it has not failed to comply with any previous undertaking pursuant to the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Authorizing Ordinance, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean the annual financial information provided by the City pursuant to, and as described in, Sections 3 and 4 of this Agreement.

"Arkansas State Repository" shall mean any public or private repository or entity as may be designated by the State of Arkansas as a state repository for the purpose of the Rule and recognized as such by the SEC. As of the date of this Agreement, there is no Arkansas State Repository.

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

"Disclosure Representative" shall mean the City's Finance and Internal Services Director or his or her designee, or such other officer or employee as the City shall designate in writing to the Trustee from time to time.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit B hereto.

"Participating Underwriter" shall mean Stephens Inc.

"Repository" shall mean each National Repository and the Arkansas State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("1934 Act").

"Specified Events" shall mean any of the events with respect to the Bonds listed in Section 5(a) of this Agreement.

Section 3. Provision of Annual Financial Information.

(a) The City shall, not later than August 1 of each year, commencing August 1, 2009, provide to each Repository and to the Trustee its Annual Financial Information which is consistent with the requirements of Section 4 of this Agreement. The City's Annual Financial Information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4(b) hereof; provided that the audited financial statements of the City may be submitted separately from the balance of its Annual Financial Information and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a material Specified Event under Section 5 of this Agreement.

(b) If, on the date specified in subsection (a) for providing the Annual Financial Information to Repositories, the Trustee has not received a copy of the Annual Financial Information, the Trustee shall contact the Disclosure Representative to determine if the City is in compliance with subsection (a).

(c) If the Trustee is unable to verify that the Annual Financial Information has been provided to the Repositories by the date required in subsection (a), the Trustee shall file a notice with the Repositories and the MSRB in substantially the form set forth in Exhibit A and as required by the Rule.

(d) The City shall:

(i) determine each year prior to the date for providing the Annual Financial Information the name and address of each Repository; and

(ii) file a report with the Trustee certifying that the Annual Financial Information has been provided pursuant to this Agreement, stating the date it was provided, and listing all of the Repositories to which it was provided.

Section 4. Content of Annual Financial Information.

(a) The City's Annual Financial Information shall contain or incorporate by reference the following:

(i) The following general categories of financial information and operating data with respect to the City's water and sewer system (the "System") for the prior fiscal year:

(A) Changes in wholesale water rates charged by the Beaver Water District;

(B) Changes in the City's water and sewer rate structure;

(C) Annual System operating revenues, bad debt expense and bad debt expense percentage;

(D) Costs for projected System capital improvements for the current fiscal year;

(E) Usage percentages of all water users consuming more than 5% of the System's water output;

(F) Average daily water use and maximum day's water use;
and

(G) Average daily sewage flow.

(ii) The City's audited financial statements for the prior fiscal year, prepared in accordance with generally accepted accounting principles ("GAAP") as such principles are modified by the governmental accounting standards promulgated by the Government Accounting Standards Board ("GASB") and by mandated principles of the State of Arkansas, if any, as in effect from time to time, which financial statements have been audited by such auditor as shall then be required or permitted by the laws of the State of Arkansas. If the City's audited financial statements are not available by the time its Annual Financial Information is required to be filed pursuant to Section 3(a) hereof, the Annual Financial Information shall contain the unaudited financial statements of the City in a format similar to its audited financial statements contained in the Official Statement for the Bonds, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

(b) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document has been incorporated by reference in a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City must clearly identify each such other document incorporated by reference.

Section 5. Reporting of Specified Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of any credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (7) Modifications to rights of Bondowners;
- (8) Bond calls;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds; and
- (11) Rating changes.

(b) The Trustee, upon obtaining actual knowledge of the occurrence of any of the Specified Events, shall promptly inform the Disclosure Representative of any Specified Event that has occurred, and shall request that the City promptly notify the Trustee in writing whether to report the event pursuant to subsection (e).

(c) If the City determines that the occurrence of a Specified Event is material to a Beneficial Owner of the Bonds, the Disclosure Representative shall promptly notify the Trustee in writing. Such notice shall instruct the Trustee to report the occurrence pursuant to subsection (e) below.

(d) If the City determines that the occurrence of a Specified Event is not material, the Disclosure Representative shall so notify the Trustee in writing and instruct the Trustee not to report the occurrence pursuant to subsection (e) below.

(e) If the Trustee has been instructed by the Disclosure Representative to report the occurrence of a Specified Event, the Trustee shall file a notice of such occurrence with Ambac Assurance Corporation (at its address as provided in Section 3(a)

hereof) and each National Repository, or with the MSRB and the Arkansas State Repository. The Trustee shall not be obligated to report the occurrence of a Specified Event if there is no instruction to do so from the Disclosure Representative. Notwithstanding the foregoing:

(i) notice of the occurrence of a Specified Event described in subsections (a)(1), (4) or (5) shall be given by the Trustee unless the Disclosure Representative gives the Trustee affirmative instructions not to disclose such occurrence; and

(ii) notice of the Specified Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Beneficial Owners of affected Bonds pursuant to the Indenture.

Section 6. Termination of Reporting Obligation. The City's obligations under this Agreement shall terminate if the City is no longer an "obligated person" within the meaning of the Rule. The City's obligations under this Agreement shall terminate upon the maturity, defeasance, prior redemption or payment in full of all of the Bonds.

Section 7. Amendment; Waiver. Notwithstanding any other provision of this Agreement, the City and the Trustee may amend this Agreement (and the Trustee shall consent in its discretion, such consent not to be unreasonably withheld, to any amendment so requested by the City), and any provision of this Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel, reasonably acceptable to each of the City and the Trustee, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule taking into account any subsequent change in or official interpretation of the Rule.

Section 8. Additional Information. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of occurrence of a Specified Event, in addition to that which is required by this Agreement. If the City chooses to include any information in any Annual Financial Information or notice of occurrence of a Specified Event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information or notice of occurrence of a Specified Event.

Section 9. Default.

(a) In the event of a failure of the City to provide to the Repositories the Annual Financial Information as undertaken by the City in this Agreement, the Beneficial Owner of any Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations to provide Annual Financial Information or notices under this Agreement.

(b) Notwithstanding the foregoing, no Beneficial Owner of the Bonds shall have the right to challenge the content or adequacy of the information provided pursuant to Sections 3, 4 or 5 of this Agreement by mandamus, specific performance or other equitable proceedings unless the City shall have been given ninety (90) days' written notice by a Beneficial Owner of the Bonds to remedy the alleged inadequacy of the information provided and unless Beneficial Owners of Bonds representing at least 25% aggregate principal amount of outstanding Bonds shall join in such proceedings.

(c) A default under this Agreement shall not be deemed an Event of Default under the Trust Indenture, and the sole remedy under this Agreement in the event of any failure of the City or the Trustee to comply with this Agreement shall be an action to compel performance.

Section 10. Duties, Immunities and Liabilities of Trustee. Article X of the Trust Indenture is hereby made applicable to this Agreement as if this Agreement were (solely for this purpose) contained in the Trust Indenture. The Trustee shall have only such duties as are specifically set forth in this Agreement, and the City agrees to indemnify and save the Trustee, its officers, directors, employees and agents, harmless against any liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to its own negligence or willful misconduct.

Section 11. Beneficiaries. This Agreement shall inure solely to the benefit of the City, the Trustee and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Title: Mayor

BANK OF OKLAHOMA, N.A., as Trustee

By: _____
Title:

EXHIBIT A

**NOTICE TO REPOSITORIES REGARDING
FINANCIAL INFORMATION**

NAME OF ISSUER: City of Fayetteville, Arkansas

NAME OF BOND ISSUE: \$[8,500,000] Water and Sewer System Revenue Bonds, Series
2009

DATE OF ISSUANCE: June __, 2009

NOTICE IS HEREBY GIVEN that the City of Fayetteville, Arkansas (the "City") has not yet provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement dated June __, 2009, between the City and Bank of Oklahoma, N.A., as trustee. [The City anticipates that the Annual Financial Information will be filed by _____.]

Dated: _____

BANK OF OKLAHOMA, N.A., as Trustee

cc: City of Fayetteville
Stephens Inc.

EXHIBIT B

List of Nationally Recognized Municipal Securities Information Repositories at the time of execution and delivery of the Continuing Disclosure Agreement

This list may change from time to time. The Agreement requires that information and notices be provided to each Repository. This list should be checked for changes each time information or notice is to be provided.

A current list may be obtained from the Securities and Exchange Commission over the Internet at <http://www.sec.gov/info/municipal/nrmsir.htm>.

Until July 1, 2009

Bloomberg Municipal Repository

100 Business Park Drive
Skillman, New Jersey 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
[http://www.bloomberg.com/markets/
rates/municontacts.html](http://www.bloomberg.com/markets/rates/municontacts.html)
E-mail: Munis@Bloomberg.com

DPC Data Inc.

One Executive Drive
Fort Lee, New Jersey 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
<http://www.MuniFILINGS.com>
E-mail: nrmsir@dpccdata.com

FT Interactive Data Pricing and Reference Data, Inc.

Attn: NRMSIR
100 William Street, 15th Floor
New York, New York 10038
Phone: (212) 771-6999 (800) 689-8466
Fax: (212) 771-7390
<http://www.interactivedata-prd.com>
Email: NRMSIR@interactivedata.com

Standard & Poor's Securities Evaluations, Inc.

55 Water Street
45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax: (212) 438-3975
[http://www.disclosure
directory.standardpoors.com/](http://www.disclosure
directory.standardpoors.com/)
Email: nrmsir_repository@sandp.com

Beginning July 1, 2009

Municipal Securities Rulemaking Board (MSRB)

<http://emma.msrb.org/>

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

D6

PRELIMINARY OFFICIAL STATEMENT DATED MAY __, 2009

NEW ISSUE BOOK-ENTRY ONLY

*RATING: S&P: “__”

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2009 Bonds is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the Series 2009 Bonds are “qualified tax-exempt obligations” under Section 265(b)(3) of the Code. Under existing law, Bond Counsel is of the opinion that the Series 2009 Bonds and the interest thereon are exempt from all state, county and municipal taxes in the State of Arkansas. See the caption “TAX MATTERS” herein.

\$8,200,000**
CITY OF FAYETTEVILLE, ARKANSAS
WATER AND SEWER SYSTEM REVENUE BONDS
SERIES 2009

Dated: June 1, 2009

Due: August 15, as shown below

The Water and Sewer System Revenue Bonds, Series 2009 (the “Series 2009 Bonds”), are being issued by the City of Fayetteville, Arkansas (the “City”) for the purpose of financing, acquisition and equipping certain improvements to the City’s water and sewer system (the “System”), funding a debt service reserve, and paying certain expenses in connection with the issuance of the Series 2009 Bonds. See the captions “ESTIMATED SOURCES AND USES OF FUNDS” and “THE PROJECT” herein.

The Series 2009 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York, to which principal, premium, if any, and interest payments on the Series 2009 Bonds will be made so long as Cede & Co. is the registered owner of the Series 2009 Bonds. Individual purchases of the Series 2009 Bonds will be made only in book-entry form, in denominations of \$5,000 or integral multiples thereof. Individual purchasers (“Beneficial Owners”) of Series 2009 Bonds will not receive physical delivery of bond certificates. See the caption “BOOK-ENTRY ONLY SYSTEM” herein.

The Series 2009 Bonds shall bear interest from their dated date, payable on February 15 and August 15 of each year, commencing August 15, 2009. All such interest payments shall be payable to the persons in whose name such Series 2009 Bonds are registered on the bond registration books maintained by the Bank of Oklahoma, N.A., Tulsa, Oklahoma, as trustee (the “Trustee”), as of the first day of the calendar month in which the applicable interest payment date falls. Principal of and premium, if any, on the Series 2009 Bonds shall be payable at the principal corporate trust office of the Trustee. So long as DTC or its nominee is the registered owner of the Series 2009 Bonds, disbursement of such payments to DTC Participants is the responsibility of DTC, and the disbursement of such payments to Beneficial Owners is the responsibility of DTC Participants or Indirect Participants, as more fully described herein.

Pursuant to a Trust Indenture dated as of May 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 1, 2004, and by a Second Supplemental Trust Indenture dated as of June 1, 2009, each by and between the City and the Trustee, the principal of, premium, if any, and interest on the Series 2009 Bonds are secured by a pledge of the Net Revenues (as defined herein) of the System. The pledge of Net Revenues securing the Series 2009 Bonds shall be on a parity with the existing pledge of Net Revenues securing (i) \$5,755,000 outstanding principal amount of the City’s Water and Sewer System Revenue Bonds, Series 2002B, and (ii) \$3,530,000 outstanding principal amount of the City’s Water and Sewer System Refunding Revenue Bonds, Series 2004. The City has covenanted to fix and maintain rates for System services which shall produce Net Revenues at least equal to (i) 125% of the average annual debt service on all indebtedness of the City to which System revenues are pledged, (ii) the amount, if any, needed to fund debt service reserve deficiencies with respect to all indebtedness of the City to which System revenues are pledged, and (iii) the amount, if any, needed to make required deposits to the Renewal and Replacement Fund (as defined herein). See the caption “SECURITY FOR THE BONDS” herein. The Series 2009 Bonds are subject to optional redemption prior to maturity as more fully described herein under the caption “THE SERIES 2009 BONDS - Redemption.”

The Series 2009 Bonds are special obligations of the City secured by and payable solely from the Net Revenues of the System. The Series 2009 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The issuance of the Series 2009 Bonds shall not directly, indirectly or contingently obligate the City to levy or pledge any taxes whatsoever or to make any appropriation for the payment of the Series 2009 Bonds, except as described herein with respect to Net Revenues of the System.

MATURITY SCHEDULE**

Maturity (August 15)	Principal Amount	Interest Rate	Price	Maturity (August 15)	Principal Amount	Interest Rate	Price
2013	\$810,000	%	%	2017	\$ 900,000	%	%
2014	835,000			2018	1,735,000		
2015	850,000			2019	1,795,000		
2016	880,000			2020	395,000		

(Plus accrued interest)

The Series 2009 Bonds are offered when, as and if issued by the City and are subject to the final approving opinion of Kutak Rock LLP, Little Rock, Arkansas, Bond Counsel. Certain matters will be passed upon for the City by its counsel, Kit Williams, Esq., City Attorney. It is expected that the Series 2009 Bonds will be available for delivery in New York, New York, on or about June 2, 2009.

Stephens Inc.
Investment Bankers

The date of this Official Statement is May __, 2009.

* See the caption “RATING” herein.

** Preliminary; subject to change.

CITY OF FAYETTEVILLE, ARKANSAS

Issuer

City Council

Lioneld Jordan, Mayor

Kyle Cook

Bobby Ferrell

Adella Gray

Sarah Lewis

Shirley Lucas

Matthew Petty

Robert Rhoades

Brenda Thiel

Don Marr, Chief of Staff

Paul Becker, Finance Director

David Jurgens, Water & Wastewater Director

Sondra Smith, City Clerk

Kit Williams, City Attorney

BANK OF OKLAHOMA, N.A.

Tulsa, Oklahoma

Trustee and Paying Agent

KUTAK ROCK LLP

Little Rock, Arkansas

Bond Counsel

STEPHENS INC.

Fayetteville, Arkansas

Underwriter

No dealer, broker, salesman or other person has been authorized by the City or by Stephens Inc. (the "Underwriter") to give any information or to make any representations, other than those contained herein; and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of any Series 2009 Bonds in any jurisdiction in which such offer is not authorized, or in which the person making such offer, solicitation or sale is not qualified to do so, or to any person to whom it is unlawful to make such offer, solicitation or sale. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the System since the date hereof.

THE SERIES 2009 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE TRUST INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION CONTAINED IN SUCH LAWS.

CERTAIN INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED FROM THE CITY, THE DEPOSITORY TRUST COMPANY AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTY THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2009 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

\$8,200,000*

**CITY OF FAYETTEVILLE, ARKANSAS
WATER AND SEWER SYSTEM REVENUE BONDS
SERIES 2009**

INTRODUCTORY STATEMENT

The following introductory statement is subject in all respects to the more complete information set forth in this Official Statement. All descriptions and summaries of documents hereinafter set forth are qualified in their entirety by reference to each such document. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms under the caption "DEFINITIONS OF CERTAIN TERMS" herein.

This Official Statement, including the cover page and the Appendices hereto, is furnished in connection with the offering of Water and Sewer System Revenue Bonds, Series 2009, in the principal amount of \$8,200,000* (the "Series 2009 Bonds"), by the City of Fayetteville, Arkansas (the "City").

The City is a city of the first class organized and existing under the laws of the State of Arkansas (the "State"). The City is authorized under Amendment 65 to the Constitution of the State ("Amendment 65") and Arkansas Code Annotated (1998 Repl. & 2005 Supp.) §§14-164-401 *et seq.*, §§14-234-201 *et seq.*, and §§14-235-201 *et seq.* (collectively, and as from time to time amended, the "Act"), to issue and sell revenue bonds for the purpose of financing and refinancing the cost of improvements and betterments to its water and sewer system (the "System").

The Series 2009 Bonds are to be issued by the City pursuant to Amendment 65, the Act and Ordinance No. ____, adopted and approved on April __, 2009 (the "Authorizing Ordinance"), for the purpose of (i) acquiring, constructing and equipping improvements (the "Project") to the City's water and sewer system (the "System"), (ii) establishing a debt service reserve for the Series 2009 Bonds, and (iii) paying the costs of issuing the Series 2009 Bonds. See the captions "ESTIMATED SOURCES AND USES OF FUNDS" and "THE PROJECT" herein.

The Series 2009 Bonds are special obligations of the City, payable solely from and secured by a pledge of the Net Revenues (as defined herein) of the System on a parity basis to the existing pledge of Net Revenues securing the payment of debt service on (i) \$5,755,000 outstanding principal amount of the City's Water and Sewer System Refunding Revenue Bonds, Series 2002B (the "Series 2002 Bonds"), and (ii) \$3,530,000 outstanding principal amount of the City's Water and Sewer System Refunding Revenue Bonds, Series 2004 (the "Series 2004 Bonds"). The City has covenanted to fix and maintain rates for System services which shall produce Net Revenues at least equal to (i) 125% of the average annual debt service on all indebtedness of the City to which System revenues are pledged, (ii) the amount needed to fund debt service reserve deficiencies with respect to all indebtedness of the City to which System revenues are pledged, and (iii) the amount needed to make required deposits to the Renewal and Replacement Fund (as defined herein). See the captions "SECURITY FOR THE BONDS" and "SUMMARY OF THE INDENTURE" herein.

The faith and credit of the City are not pledged to the payment of the Series 2009 Bonds, and the Series 2009 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The issuance of the Series 2009 Bonds shall not directly, indirectly or contingently obligate the City to levy or pledge any taxes whatsoever or to make any appropriation for the payment of the Series 2009 Bonds, except as described herein with respect to Net Revenues.

Additional bonds may be issued on a parity of security with the Series 2002 Bonds, the Series 2004 Bonds and the Series 2009 Bonds under certain circumstances set forth in the Indenture (hereinafter defined). See the caption "THE SERIES 2009 BONDS - Additional Bonds" herein. The Series 2002 Bonds, the Series 2004 Bonds, the Series 2009 Bonds and any Additional Bonds are herein collectively referred to as the "Bonds."

* Preliminary; subject to change.

Pursuant to the provisions of a Continuing Disclosure Agreement dated as of the date of delivery of the Series 2009 Bonds, by and between the City and the Trustee (the "Continuing Disclosure Agreement"), the City has undertaken certain obligations with respect to providing ongoing disclosure of certain financial and operating data concerning the System and of the occurrence of certain material events. See the caption "SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT" herein.

This Official Statement contains brief descriptions or summaries of, among other matters, the City, the System, the Project, the Series 2009 Bonds, the Continuing Disclosure Agreement, and the Trust Indenture dated as of May 1, 2002, as supplemented and amended by a First Supplemental Trust Indenture dated as of May 1, 2004, and by a Second Supplemental Trust Indenture dated as of June 1, 2009 (as supplemented and amended, the "Indenture"), by and between the City and Bank of Oklahoma, N.A., Tulsa, Oklahoma, as trustee (the "Trustee"), pursuant to which the Bonds are issued and secured. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Indenture and the Continuing Disclosure Agreement are qualified in their entirety by reference to each such document, and all references to the Series 2009 Bonds are qualified in their entirety by reference to the definitive form thereof and the information with respect thereto included in the Indenture. Copies of the Continuing Disclosure Agreement, the Indenture, and the form of Series 2009 Bond included therein, are available from the City by writing to the attention of the City Clerk, City of Fayetteville, City Administration Building, 113 West Mountain, Fayetteville, Arkansas 72701 and, during the initial offering period only, from the Underwriter, Stephens Inc., 3425 North Futrell, Suite 201, Fayetteville, Arkansas 72703. Certain financial and operating data have been provided by the City from the audited records of the System and certain demographic information has been obtained from other sources which are believed to be reliable.

THE SERIES 2009 BONDS

Description. The Series 2009 Bonds will be initially dated as of June 1, 2009, and will bear interest payable semiannually on February 15 and August 15 of each year, commencing August 15, 2009, at the rates set forth on the cover page hereof. The Series 2009 Bonds will mature on August 15 in the years and in the principal amounts set forth on the cover page hereof.

The Series 2009 Bonds are issuable only in the form of fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, to which principal, premium, if any, and interest payments on the Series 2009 Bonds will be made so long as Cede & Co. is the registered owner of the Series 2009 Bonds. Individual purchases of the Series 2009 Bonds will be made only in book-entry form, in denominations of \$5,000 or integral multiples thereof. Individual purchasers ("Beneficial Owners") of Series 2009 Bonds will not receive physical delivery of bond certificates. See the caption "BOOK-ENTRY ONLY SYSTEM" herein.

All interest payments on the Series 2009 Bonds shall be payable to the persons in whose name such Series 2009 Bonds are registered on the bond registration books maintained by the Trustee, as of the first day of the calendar month in which the applicable interest payment date falls. Principal of and premium, if any, on the Series 2009 Bonds shall be payable at the principal corporate trust office of the Trustee. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2009 Bonds to the extent of the sum or sums so paid. So long as DTC or its nominee is the registered owner of the Series 2009 Bonds, disbursement of such payments to DTC Participants is the responsibility of DTC, and the disbursement of such payments to Beneficial Owners is the responsibility of DTC Participants or Indirect Participants, as more fully described herein.

Redemption. The Series 2009 Bonds are subject to redemption prior to maturity as follows:

(1) The Series 2009 Bonds are subject to redemption prior to maturity, at the option of the City, in whole or in part at any time on and after August 15, 2014 (and if in part, in such maturity or maturities as the City shall elect), from funds from any source, at a redemption price of 100% of the principal amount of the Series 2009 Bonds being redeemed, plus accrued interest to the date of redemption.

(2) Following the Completion Date (as defined herein) with respect to the Project, the Series 2009 Bonds are subject to redemption prior to maturity, at the option of the City, in whole or in part, on any interest payment date, in inverse order of maturity (and selected by the Trustee by lot within a maturity) at a redemption price of 100% of the principal amount of the Series 2009 Bonds being redeemed, plus accrued interest to the date of redemption, from moneys in the Construction Fund in excess of the amount needed to complete the Project.

Partial Redemption of a Series 2009 Bond. In selecting Series 2009 Bonds for redemption prior to maturity, in the case any outstanding Series 2009 Bond is in a denomination greater than \$5,000, each \$5,000 of face

value of such Series 2009 Bond shall be treated as a separate Series 2009 Bond in the denomination of \$5,000; provided, however, that so long as DTC or its nominee is the sole registered owner of the Series 2009 Bonds, the particular Series 2009 Bonds or portions thereof to be redeemed within a maturity shall be selected by lot in such manner as DTC shall determine.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2009 Bonds or portions thereof being called and the date on which they shall be presented for payment, shall be mailed by the Trustee by first class mail (or, so long as DTC or its nominee is the sole registered owner of the Series 2009 Bonds, by any other means acceptable to DTC, including facsimile) to the registered owner of each such Series 2009 Bond addressed to such registered owner at his registered address and placed in the mails not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Series 2009 Bond with respect to which no such failure or defect has occurred.

Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

Additional Bonds. The City may issue from time to time one or more series of Additional Bonds for the purpose of (i) financing Costs of Construction in connection with the acquisition, construction and equipping of Project facilities, (ii) refunding the Series 2002 Bonds, the Series 2004 Bonds, the Series 2009 Bonds or any series of Additional Bonds or Subordinate Obligations, in whole or in part, or (iii) any combination thereof. Additional Bonds shall be secured equally and ratably with the Series 2002 Bonds, the Series 2004 Bonds, the Series 2009 Bonds and any other series of Additional Bonds theretofore issued and then Outstanding, except insofar as any terms or conditions of redemption or purchase established under the Indenture may afford additional benefit or security for the Bonds of any particular series. Before any Additional Bonds are authenticated, there shall be delivered to the Trustee the items required for the issuance of Bonds by the Indenture, plus a statement by a Qualified Accountant reciting the opinion, based upon necessary investigation, that the Net Revenues of the System for the Fiscal Year immediately preceding the Fiscal Year in which such Additional Bonds are to be issued were not less than (i) 130% of the average Annual Debt Service on all then outstanding Bonds and Subordinate Obligations, plus the Additional Bonds then proposed to be issued, (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund and any debt service reserve funds with respect to Subordinate Obligations, and (iii) the amount, if any, needed to make required deposits to the Renewal and Replacement Fund.

If any changes have been made, and are in effect on the date of issuance of the Additional Bonds, in any rates and charges imposed by the City for System services which were not in effect during the entire preceding Fiscal Year, the Qualified Accountant may, if such changes resulted in increases in such rates and charges, and shall, if such changes resulted in reductions in such rates and charges, adjust the Net Revenues for the preceding Fiscal Year to reflect any changes in such Net Revenues which would have occurred if the changed rates and charges had been in effect during the entire preceding Fiscal Year.

Notwithstanding any of the foregoing, no Additional Bonds shall be issued unless there is no default existing at the time of issuance under the Indenture.

Subordinate Obligations. Nothing in the Indenture shall prevent the City from authorizing and issuing bonds, notes, bond anticipation notes, warrants, certificates or other obligations or evidences of indebtedness, the payment of the principal of and premium, if any, and interest on which shall be made from Revenues or Net Revenues or from a special fund to be established and maintained from Revenues or Net Revenues, provided payments from Revenues or Net Revenues or from Revenues or Net Revenues in such special fund, and the lien and charge on such Revenues or Net Revenues, shall be made junior and subordinate to the lien, pledge and charge created in the Indenture for the security and payment of the Bonds and other payments under the Indenture, including, without limitation, the following payments out of Revenues specified by the Indenture: (i) payments of Operation and Maintenance Expenses; (ii) payments into the Bond Fund; (iii) payments into the Debt Service Reserve Fund; and (iv) payments into the Renewal and Replacement Fund.

Transfer or Exchange. The Bonds may be transferred on the books of registration kept by the Trustee by the registered owner in person or by the owner's duly authorized attorney, upon surrender thereof, together with a written instrument of transfer duly executed by the registered owner or the owner's duly authorized attorney. Upon surrender for transfer of any Bond at the principal corporate office of the Trustee, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series and in the same aggregate principal amount and of any authorized denomination or denominations.

Transfers of registration or exchanges of Bonds shall be without charge to the holders of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the holder of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Trustee shall not be required to transfer or exchange any Bond during the period from and including a Record Date to the next succeeding interest payment date of such Bond nor to transfer or exchange any Bond after the mailing of notice calling such Bond for redemption has been made, and prior to such redemption.

So long as DTC or its nominee is the sole registered owner of the Series 2009 Bonds, transfers of beneficial interests in the Series 2009 Bonds shall be in accordance with the rules and procedures of DTC and its direct and indirect participants. See the caption "BOOK-ENTRY ONLY SYSTEM" herein.

SECURITY FOR THE BONDS

General. The Bonds are special obligations of the City secured by and payable solely from the Net Revenues derived from operation of the System. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The issuance of the Bonds shall not directly, indirectly or contingently obligate the City to levy or pledge any taxes whatsoever or to make any appropriation for the payment of the Bonds, except as described herein with respect to the Net Revenues of the System.

Rate Covenant. The rates charged for services of the System heretofore fixed by ordinances of the City and the conditions, rights and obligations pertaining thereto, as set forth in said ordinances, are ratified, confirmed and continued by the Authorizing Ordinance.

In the Indenture, the City covenants that the rates for System services will never be reduced while any of the Bonds are Outstanding unless there is obtained from a Qualified Accountant a certificate to the effect that Net Revenues, with the reduced rates, in the current Fiscal Year will be at least equal to (i) 125% of the average Annual Debt Service on all Bonds and Subordinate Obligations, (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund and any debt service reserve funds with respect to Subordinate Obligations, and (iii) the amount, if any, needed to make required deposits to the Renewal and Replacement Fund. The City further covenants that the rates for System services shall, if and when necessary, from time to time, be increased in such manner as will produce Net Revenues at least equal to (i) 125% of the current Annual Debt Service on all Bonds and Subordinate Obligations, (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund and any debt service reserve funds with respect to Subordinate Obligations, and (iii) the amount, if any, needed to make required deposits to the Renewal and Replacement Fund.

The Indenture defines "Net Revenues" as Revenues less Operation and Maintenance Expenses. Revenues include all fees, tolls, rates, rentals and charges levied and collected in connection with, and all other income and receipts of whatever kind or character derived by the City from, the operation of the System. Operation and Maintenance Expenses include all ordinary and necessary expenses of operation, repair, maintenance and insuring of the System under generally accepted accounting principles. Such term includes the cost of purchased water and payments to all taxing authorities, but does not include debt service and depreciation expense.

Debt Service Reserve. From the proceeds of sale of each series of Bonds issued pursuant to the Indenture, there shall be deposited into the Debt Service Reserve Fund an amount which, together with the amounts then on deposit therein, will be equal to 50% of the aggregate maximum Annual Debt Service on all Outstanding Bonds in any Fiscal Year thereafter (the "Reserve Requirement").

If the amount in the Debt Service Reserve Fund is ever reduced below the Reserve Requirement, it shall be reimbursed to the Reserve Requirement through monthly payments, beginning not later than the fifth business day preceding the fifteenth day of the month immediately following the month in which the Debt Service Reserve Fund was reduced below the Reserve Requirement, and continuing not later than the fifth business day preceding the fifteenth day of each month thereafter until such reimbursement shall have been accomplished, from any funds in the Revenue Fund (after making the required deposits into the Operation and Maintenance Fund and into the Bond Fund as provided in the Indenture), in an amount equal to 1/12 of the Reserve Requirement deficiency. If a surplus shall exist in the Debt Service Reserve Fund over and above the Reserve Requirement, such surplus shall be deposited into the Bond Fund.

The moneys on deposit in the Debt Service Reserve Fund (i) shall be used to the extent necessary to prevent a default in the payment of Annual Debt Service on the Bonds and Trustee's and any Paying Agent's fees and (ii) may be used, together with other available funds, to provide for the payment at maturity or to redeem prior to maturity all, but not less than all, of the Outstanding Bonds.

BOOK-ENTRY ONLY SYSTEM

The Series 2009 Bonds will be issued only as one fully registered Series 2009 Bond for each maturity, in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), as registered owner of all the Series 2009 Bonds. The fully registered Series 2009 Bonds will be retained and immobilized in the custody of DTC.

DTC (or any successor securities depository) or its nominee for all purposes under the Indenture will be considered by the City and the Trustee to be the owner or holder of the Series 2009 Bonds.

Owners of any book entry interests in the Series 2009 Bonds (the "book entry interest owners") described below, will not receive or have the right to receive physical delivery of the Series 2009 Bonds, and will not be considered by the City and the Trustee to be, and will not have any rights as, owners or holders of the Series 2009 Bonds under the bond proceedings and the Indenture except to the extent, if any, expressly provided thereunder.

CERTAIN INFORMATION REGARDING DTC AND DIRECT PARTICIPANTS IS SET FORTH BELOW. THIS INFORMATION HAS BEEN PROVIDED BY DTC. THE CITY, THE UNDERWRITER AND BOND COUNSEL ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF SUCH STATEMENTS.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges among Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and by Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation (NSCC, FICC and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtc.com and www.dtc.com.

Purchases of Series 2009 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2009 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2009 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2009 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2009 Bonds, except in the event that use of the Book-Entry System for the Series 2009 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2009 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2009 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2009 Bonds, DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2009 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by

arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Redemption notices shall be sent to DTC. If less than all of the Series 2009 Bonds within a maturity are to be redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2009 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the Record Date. The Omnibus Proxy will assign Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2009 Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Payment of debt service and redemption proceeds with respect to the Series 2009 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and debt service to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

BENEFICIAL OWNERS SHOULD CONSULT WITH THE DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS FROM WHOM THEY PURCHASE A BOOK ENTRY INTEREST TO OBTAIN INFORMATION CONCERNING THE SYSTEM MAINTAINED BY SUCH DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS TO RECORD SUCH INTERESTS, TO MAKE PAYMENTS, TO FORWARD NOTICES OF REDEMPTION AND OF OTHER INFORMATION.

THE CITY AND THE TRUSTEE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ASPECTS OF THE RECORDS OR NOTICES RELATING TO, OR PAYMENTS MADE ON ACCOUNT OF, BOOK ENTRY INTEREST OWNERSHIP, OR FOR MAINTAINING, SUPERVISING OR REVIEWING ANY RECORDS RELATING TO THAT OWNERSHIP.

The Trustee and the City, so long as a book entry method of recording and transferring interest in the Series 2009 Bonds is used, will send any notice of redemption or of any Indenture amendment or supplement or other notices to Bondholders under the Indenture only to DTC (or any successor securities depository) or its nominee. Any failure of DTC to advise any Direct Participants, or of any Direct Participants or Indirect Participants to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Series 2009 Bonds called for redemption, the Indenture amendment or supplement, or any other action premised on notice given under the Indenture.

The City and the Trustee cannot and do not give any assurances that DTC, Direct Participants, Indirect Participants or others will distribute payments of debt service on the Series 2009 Bonds made to DTC or its nominee as the registered owner of the Series 2009 Bonds, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or that DTC will serve and act in a manner described in this Official Statement.

DTC may discontinue providing its services as securities depository with respect to the Series 2009 Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

In addition, the City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2009 Bonds are expected to be used as follows:

Sources of Funds*

Series 2009 Bond Proceeds	<u>\$8,200,000</u>
Total Sources:	<u>\$8,200,000</u>

Uses of Funds*

Construction Fund Deposit	\$7,500,000
Debt Service Reserve Fund Deposit	535,596
Costs of Issuance and Underwriter's Discount	<u>164,404</u>
Total Uses:	<u>\$8,200,000</u>

* Preliminary, subject to change.

THE PROJECT

The Project is expected to consist of various System improvements, including, but not limited to, the relocation, installation and upgrading of certain water distribution and sewer collection lines and other related System components in conjunction with road construction projects within the City, including, specifically, the widening of State Highway 265. The total cost of the Project is presently expected to be approximately \$7,500,000. This cost estimate has been developed by the City and its consulting engineers. Completion of the Project is expected to occur in the second quarter of 2012. See the caption "ESTIMATED SOURCES AND USES OF FUNDS" herein.

ESTIMATED DEBT SERVICE REQUIREMENTS

As of the date of closing, the Series 2002 Bonds, the Series 2004 Bonds and the Series 2009 Bonds constitute the only debt obligations secured by Revenues of the System. The following table details amounts required to pay scheduled principal and interest on the Series 2002 Bonds, the Series 2004 Bonds and the Series 2009 Bonds during each year:

<u>Year</u>	Series 2002 and Series 2004 <u>Principal</u>	Series 2002 and Series 2004 <u>Interest</u>	Series 2009 <u>Principal</u> ⁽¹⁾	Series 2009 <u>Interest</u> ⁽¹⁾⁽²⁾	Total Debt <u>Service</u> ⁽¹⁾
2009	\$1,190,000	\$389,527	\$ --	\$ 129,526	\$ 1,709,053
2010	1,225,000	348,985	\$ --	259,051	1,833,036
2011	1,270,000	304,685	\$ --	259,051	1,833,736
2012	2,120,000	256,105	\$ --	259,051	2,635,156
2013	635,000	167,978	810,000	259,051	1,872,029
2014	660,000	138,450	835,000	240,826	1,874,276
2015	695,000	107,100	850,000	218,908	1,871,008
2016	725,000	73,392	880,000	194,512	1,872,904
2017	765,000	37,867	900,000	167,673	1,870,540
2018	--	--	1,735,000	138,422	1,873,422
2019	--	--	1,795,000	79,433	1,874,433
2020	--	--	395,000	14,813	409,813
Totals:	<u>\$9,285,000</u>	<u>\$1,824,089</u>	<u>\$8,200,000</u>	<u>\$ 2,220,317</u>	<u>\$21,529,406</u>

⁽¹⁾ Preliminary; subject to change.

⁽²⁾ Assuming for the purposes of this Preliminary Official Statement an average coupon rate of 3.27% on the Series 2009 Bonds.

ESTIMATED DEBT SERVICE COVERAGE

The following table shows estimated maximum and average annual debt service coverage with respect to the outstanding Series 2002 Bonds, Series 2004 Bonds and Series 2009 Bonds utilizing historical Net Revenues of the System.

	2007 (Audited)	2008 (Unaudited)
Historical Gross Revenues of the System	\$26,958,608	\$27,529,528
Historical Operating Expenses	<u>22,564,228</u>	<u>22,607,901</u>
Net Revenues Available for Debt Service ⁽¹⁾	<u>\$ 4,394,380</u>	<u>\$ 4,921,627</u>
Maximum Annual Debt Service Requirement on Series 2002, 2004 and 2009 Bonds ⁽²⁾	\$ 2,635,156	\$ 2,635,156
Average Annual Debt Service Requirement on Series 2002, 2004 and 2009 Bonds ⁽²⁾	\$1,794,117	\$1,794,117
Maximum Annual Debt Service Coverage	<u>1.67X</u>	<u>1.87X</u>
Average Annual Debt Service Coverage	<u>2.45X</u>	<u>2.74X</u>

(1) Net Revenues means gross revenues of the System less the amounts required to pay the costs of operation, maintenance and repair of the System in accordance with generally accepted accounting principles applicable to municipal water systems (excluding depreciation, interest and amortization expenses).

(2) See the caption "ESTIMATED DEBT SERVICE REQUIREMENTS" herein.

THE NET REVENUES AVAILABLE FOR SYSTEM DEBT SERVICE SET FORTH ABOVE ARE BASED ON THE HISTORICAL RESULTS OF OPERATION OF THE SYSTEM. FUTURE NET REVENUES AVAILABLE FOR DEBT SERVICE WILL DEPEND ON NUMEROUS FACTORS, AND THERE CAN BE NO ASSURANCE THAT FUTURE NET REVENUES AVAILABLE FOR SYSTEM DEBT SERVICE WILL APPROXIMATE SUCH HISTORICAL RESULTS.

THE CITY

General. The City is a city of the first class organized and existing under the laws of the State of Arkansas. The City is the seat of government of Washington County (the "County") and is the fourth largest city in the State. The City is located in the Metropolitan Statistical Area of Fayetteville/Springdale/Rogers (the "MSA"), which includes all of Washington and Benton Counties in the northwest corner of the State and is approximately 185 miles northwest of Little Rock, Arkansas, 125 miles east of Tulsa, Oklahoma, and 210 miles south of Kansas City, Missouri.

The City is served by U.S. Interstate 540, U.S. Highways 62 and 71, and State Highways 16, 45, 112, 156, 180 and 265. The Burlington Northern Railroad has several lines running through the City, and a general aviation airport with a 6,006-foot runway is available for limited commuter travel. The Northwest Arkansas Regional Airport is located approximately 40 minutes from downtown Fayetteville and provides daily flights to numerous venues.

Government. The City currently operates under the Mayor-Council form of government pursuant to which a mayor, city attorney, city clerk and eight aldermen are elected, two from each of the City's four wards. The mayor, city attorney and city clerk are full-time positions elected to four year terms. Aldermen also serve four year terms.

The City's elected officials and the dates on which their respective terms expire are as follows:

Name	Office	Term Expires
Lioneld Jordan	Mayor	12/31/12
Kit Williams	City Attorney	12/31/10
Sondra Smith	City Clerk	12/31/12
Kyle Cook	Alderman	12/31/10
Adella Gray	Alderman	12/31/10
Bobby Ferrell	Alderman	12/31/12
Sarah Lewis	Alderman	12/31/12
Shirley Lucas	Alderman	12/31/10
Matthew Petty	Alderman	12/31/12
Robert Rhoades	Alderman	12/31/10
Brenda Thiel	Alderman	12/31/12

Population. The following is a table of population changes for the City, the MSA and the State of Arkansas, according to the United States Census Bureau:

Year	City of Fayetteville	MSA	State of Arkansas
1960	20,274	92,069	1,786,272
1970	30,729	127,846	1,923,322
1980	36,608	178,609	2,286,435
1990	42,099	210,908	2,350,624
2000	58,047	311,121	2,673,400
2006 ⁽¹⁾	67,158	n/a	n/a

⁽¹⁾ City of Fayetteville special census.

Economic Data. Per capita personal income figures for the MSA and the State of Arkansas are as follows:

Year	MSA	State of Arkansas
1998	\$22,893	\$20,489
1999	24,213	21,137
2000	23,316	21,926
2001	24,049	23,034
2002	24,633	23,391
2003	25,351	24,440
2004	27,372	25,776
2005	28,694	26,989
2006	29,807	28,473
2007	n/a	30,060

Source: Discover Arkansas, Data Analysis.

Retail sales figures for the MSA and the State are as follows:

Year	MSA	State of Arkansas	MSA as % of State of Arkansas
2000	\$3,526,791,000	\$28,488,033,000	12.38%
2001	3,806,422,000	29,652,693,000	12.84
2002	3,841,326,000	29,269,775,000	13.12
2003	3,968,812,000	29,920,716,000	13.26
2004	4,610,051,000	31,463,983,000	14.65
2005	5,287,158,000	34,290,412,000	15.42
2006	7,251,810,000	38,843,312,000	18.70
2007	8,250,140,000	43,504,752,000	18.96

Source: 2007 Demographics USA

The following table shows the total assessed value of non-utility real and personal property within the City for the years indicated:

Year	Real Property	Personal Property	Total
1999	\$413,648,415	\$137,404,499	\$551,052,914
2000	432,951,171	145,147,891	578,099,062
2001	486,853,822	155,794,579	642,648,401
2002	530,235,135	158,778,031	699,693,473
2003	565,846,525	167,638,657	733,485,182
2004	649,361,820	183,102,702	832,464,522
2005	729,172,106	212,694,254	941,866,260
2006	802,306,156	198,469,816	1,000,775,972
2007	942,667,570	203,094,564	1,145,762,134
2008	1,026,022,871	203,311,701	1,232,334,572

Source: Washington County Tax Assessor's Office. The assessed value represents 20% of the appraised value of property.

Building permits issued by the City⁽¹⁾ are shown below for the years indicated:

	2004	2005	2006	2007	2008
Residential Building Permits	755	721	550	597	420
Commercial Building Permits	29	40	33	557	55
Value of All Building Permits	\$164,695,359	\$237,893,360	\$199,638,759	\$217,969,400	\$241,750,225

⁽¹⁾ Does not include building activity of the University of Arkansas, school permits and additions/alterations to existing structures.

Source: City of Fayetteville.

Unemployment figures for the MSA and the State of Arkansas, according to the U.S. Bureau of Labor Statistics, are as follows:

Year	MSA	State of Arkansas
2000	2.9%	4.2%
2001	3.0	4.7
2002	3.3	5.3
2003	3.7	5.8
2004	3.8	5.6
2005	3.3	5.3
2006	3.6	5.4
2007	3.9	5.4
2008	3.8	5.2
2009*	5.8	6.4

* January 2009 only; preliminary.

Employment and Industry. The principal campus of the University of Arkansas is located in the City and had total enrollment for the Spring semester of 2009 of approximately 18,090. On the Fayetteville campus, the University employs approximately 7,863 faculty, administrative, secretarial, clerical and maintenance personnel in both full-time and part-time positions, making the University the largest employer in the City.

Other major employers in the City, their products or services and approximate number of employees are set forth below:

Employer	Product or Service	Employee Range
Superior Industries	Cast Aluminum Wheels	1,000-2,499
Veterans Admin. Med. Ctr.	Medical	1,000-2,499
Washington Regional Medical Center	Medical	1,000-2,499
Fayetteville School District	Education	1,000-2,499
City of Fayetteville	Government	500-999
Washington County Government	Government	500-999
Arkansas Western Gas Co.	Utilities	300-499
Arvest Bank	Banking	300-499
Ayrshire Electronics	Manufacturing	300-499

Source: City of Fayetteville.

THE SYSTEM

Water Supply. The water supply for the City is provided by the Beaver Water District of Benton and Washington Counties, Arkansas (the "District"), which is the source of supply for an approximate population of 250,000 people in northwest Arkansas. The District was organized as a public water distribution district by order of the Benton County Circuit Court on July 17, 1959 for the purpose of obtaining water storage rights in Beaver Reservoir from the U.S. Corps of Engineers, and supplying treated water to municipalities within Benton and Washington Counties. Through the joint efforts of the cities of Bentonville, Fayetteville, Rogers and Springdale, Arkansas (the "Participating Cities"), the District entered into a contract with the U.S. Corps of Engineers providing for the supply to the District of up to 120 million gallons of water per day ("mgd").

The Beaver Reservoir has a capacity of 1,952,000 acre feet. The District currently has a firm pumping capacity of 42.7 mgd to the City. The District's facilities are located on a 300 acre site owned by the District approximately 2 1/2 miles east of Lowell, Arkansas, near its intake structure on Beaver Reservoir. The District's water treatment plant has a present nominal design capacity of 140 mgd.

Water Supply Contracts with Beaver Water District. In 1967, the District and the Participating Cities entered into a Memorandum of Understanding and Contract for Construction, Maintenance, Operation and Expansion of Beaver Water Supply Facilities (the "Memorandum of Understanding"). Pursuant to the Memorandum of Understanding, the District agreed to construct, operate, maintain and expand a drinking water treatment plant as required to meet the then present and future needs of the Participating Cities. The Participating Cities agreed to build and maintain their own water supply lines from the point of the water discharge at the District's drinking water treatment plant to their respective distribution systems. The Participating Cities are also permitted to serve, through their distribution systems, other smaller cities and other approved water distribution agencies within Benton and Washington counties.

The Memorandum of Understanding provides that the Participating Cities will make payments to the District for drinking water used by each Participating City based on the total cost to the District of the water delivered, including, but not limited to, amortization of the District's indebtedness, operation and maintenance of the District's facilities and the cost of the expansion of the District's facilities.

The District issued water revenue bonds in 1990 and 1991 to finance a 40 mgd expansion to the then existing water treatment facility. The 1990 and 1991 water bonds were defeased with 1994 water revenue bonds dated as of June 1, 1994. This District also issued water revenue bonds in 2003 to finance the construction of two raw water intakes with microtunneled piping connections to Beaver Lake, construction of a 60 inch raw water pipeline, improvements to and expansion of the Croxton I Water Treatment Plant, solids handling improvements for the Croxton I Water Treatment Plant and the Steele Water Treatment Plant, improvements to the Steele Water Treatment Plant, and property acquisition.

The Participating Cities' obligations to make payments under the Memorandum of Understanding are evidenced, as to each Participating City, by water rate ordinances duly enacted in accordance with State law. While each Participating City has agreed, in principle, to make payments to the District sufficient to pay its proportionate share of the District's cost of providing water, the Participating Cities' sources of payment are limited to revenues

from their respective water systems pursuant to these water rate ordinances. The revenues derived from these water rate ordinances are not pledged by the Participating Cities to the repayment of the District's bonds and are subject to the debt requirements on any outstanding bonds of the Participating Cities secured by water revenues. Payments made to the District by the Participating Cities are considered by the Participating Cities to be operating expenses.

The 1994 and 2003 water revenue bonds are currently the only outstanding bonded indebtedness of the District. As of December 31, 2008, the 1994 water revenue bonds were outstanding in the principal amount of \$270,000, and had a scheduled final maturity in 2009. As of December 31, 2008, the 2003 water revenue bonds were outstanding in the principal amount of \$53,080,000, and had a scheduled final maturity in 2018.

The costs of the water storage rights are treated as a cost of water produced, and therefore the Participating Cities pay based on water consumption. The City treats these costs as Operation and Maintenance Expenses of the System and they are to be paid from Revenues deposited to the Operation and Maintenance Fund prior to the payment of debt service on the Series 2002 Bonds, the Series 2004 Bonds or the Series 2009 Bonds.

The District's total water sales for the previous two fiscal years ended September 30 are represented in the following table:

City	2007	2008
Fayetteville	\$ 5,995,826	\$ 5,730,762
Springdale	6,223,296	5,970,110
Rogers	3,588,837	3,508,571
Bentonville	3,117,013	2,999,054
TOTALS:	<u>\$ 18,924,972</u>	<u>\$ 18,208,497</u>

Source: Audited Financial Statements of the District dated September 30, 2007 and 2008.

Each Participating City is billed monthly based on metered water consumption and effective rates at that time for drinking water purchased. On the basis of the District's annual audit, a cost for providing service to the Participating Cities is determined. Based on the District's annual operating costs, a charge or credit is then applied to each City for under- or over-payment for the drinking water used in that year.

The rates charged by the District to the Participating Cities since 1967 for the cost of water delivered are as follows:

Effective Date	Rate Per Million Gal.	Effective Date	Rate Per Million Gal.
1967	\$180.00	2-1-90	810.00
9-1-77	270.00	2-1-91	1,010.00
9-1-82	320.00	11-1-03	1,160.00
11-1-85	370.00	1-1-08	1,180.00
12-1-86	410.00	1-1-09	1,200.00
2-1-89	610.00		

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Customers. At December 31, 2008, the City had approximately 35,784 active water customers and 30,420 active sewer customers. Water customers are billed solely on the basis of water usage and meter and line size. See the caption "THE SYSTEM – Rate Structure" below. The following table classifies active water customers for the years indicated:

	2004	2005	2006	2007	2008
Residential	28,365	29,323	30,259	30,881	31,402
Nonresidential	2,789	2,813	2,820	2,829	3,018
Major Industrial	4	4	4	4	4
Irrigation	789	1,115	1,187	1,020	1,356
Wholesale	<u>8</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>
Totals:	<u>31,955</u>	<u>33,259</u>	<u>34,724</u>	<u>34,738</u>	<u>35,784</u>

Source: City of Fayetteville.

The System's 10 largest water customers, based upon water revenues produced during 2008 were as follows:

Customer	Total Revenues	Percentage of 2008 Water Revenues
University of Arkansas	\$732,412	6.30%
Pinnacle Foods Group, Inc.	566,222	4.87%
Tyson Foods, Inc.	194,713	1.68%
City of West Fork	161,443	1.39%
Superior Industries	119,726	1.03%
City of Fayetteville	106,882	0.92%
City of Elkins Water District	101,799	0.88%
Washington Regional Medical Center	81,705	0.70%
Mt. Olive Water Association	81,509	0.70%
Butterfield Trail Village	55,593	0.48%

Source: City of Fayetteville.

Historical Statistics. The following table shows historical water usage statistics for the water distribution component of the System:

Year	Average Daily Use in Million Gallons	Maximum Day's Use in Million Gallons
1999	13.30 MG	23.56 MG
2000	13.20 MG	23.77 MG
2001	13.16 MG	20.39 MG
2002	13.75 MG	23.63 MG
2003	13.39 MG	26.24 MG
2004	13.04 MG	19.86 MG
2005	14.34 MG	24.00 MG
2006	14.77 MG	25.10 MG
2007	14.18 MG	22.80 MG
2008	13.01 MG	20.90 MG

Source: City of Fayetteville.

The following table shows historical sewer treatment statistics for the wastewater treatment component of the System:

Year	Average Daily Flow in Million Gallons
1999	11.22 MG
2000	11.79 MG
2001	12.50 MG
2002	11.95 MG
2003	10.95 MG
2004	12.06 MG
2005	12.40 MG
2006	12.40 MG
2007	11.30 MG
2008	12.35 MG

Source: City of Fayetteville.

Present System. As described above under this caption in the subcaptions “- *Water Supply*” and “- *Water Supply Contracts With Beaver Water District*,” the City purchases treated water from the Beaver Water District. The City distributes such treated water to its residents as well as to the residents of certain surrounding cities and communities as described below. The City presently owns and operates two water treatment plants serving residents of the City and surrounding areas.

The water distribution component of the System is made up of approximately 680 miles of water main, 3,730 fire hydrants and approximately 29 million gallons of storage capacity held in 14 water storage tanks. The water distribution component of the System provides service to the City, to the Cities of Farmington, Goshen and Greenland, to parts of the City of Johnson, and to other rural areas surrounding the City. Wholesale service is provided to the Cities of Elkins and West Fork, to the Mount Olive Rural Water System and to the Rural Development Authority of Washington County, Arkansas.

The City currently has no written agreements with respect to the provision of its water services to, and the operation of the water systems of, the Cities of Farmington, Goshen, Greenland and Johnson. Continuing water sales and the operation of these systems is based on terms and provisions of expired contracts and mutual understandings between the City and each of the Cities of Farmington, Goshen, Greenland and Johnson. The City has a current contract in place with respect to wholesale service to the Mount Olive Rural Water System and is currently in the process of renegotiating wholesale contracts with the City of West Fork and with the Rural Development Authority of Washington County, Arkansas. There is no written agreement currently in force with respect to the sale of water to the City of Elkins, and continuing sales are based on the terms and provisions of an expired contract and mutual understandings between the City and the City of Elkins.

The sewage collection component of the System currently serves approximately 80,000 persons and consists of approximately 515 miles of sewer main and over 12,400 manholes. The type of pipe in the sewage collection system is principally vitrified clay pipe with varying amounts of ABS composite pipe, plastic pipe and cast iron pipe. The age of the sewage collection system varies from new to 102 years. The City has implemented an ongoing sewer rehabilitation program with over \$16 million spent in related capital improvements during the last decade.

Sewer collection and treatment services are provided to residents of the City, to the Cities of Farmington and Greenland, and to small parts of the City of Johnson. Some rural residents in the City’s growth area also receive sewer collection and treatment service. Wholesale service is provided to the City of Elkins.

Total revenues collected for water and sewer services to nonresidents of the City represented approximately 6.96% of total revenues of the System during 2008. Revenues collected for water services to nonresidents represented approximately 17.59% of the total water revenues of the System during 2008. Residents of the City of Farmington were the largest nonresident water customer population accounting for approximately 3.96% of total water revenues of the System during 2008. Revenues collected for sewer services to nonresidents of the City represented approximately 8.80% of total sewer revenues of the System during 2008. Residents of the City of Farmington were the largest nonresident sewer customer population accounting for approximately 5.40% of total revenues of the System during 2008. When added together, the water and sewer service revenues derived from residents of the City of Farmington accounted for approximately 4.69% of total revenues of the System during 2008.

The City's Noland wastewater treatment plant (the "East Side Plant"), located on a 1,228 acre site in the eastern portion of the City, commenced operations in 1987 and is currently permitted at 11.2 mgd. Treatment stages at the East Side Plant consist of the plant headworks (bar screens, vacutators and influent lift station), aeration basins, secondary sedimentation basins, biological and chemical nutrient removal, and U.V. disinfection. The biosolids treatment component of the East Side Plant employs dewatering of secondary biosolids with ultimate disposal of the residuals in a sanitary landfill. Biosolids processing improvements are currently being designed at an estimated cost of approximately \$8 million. There was one minor permit violation at the East Plant in 2008 and none to date in 2009.

The City's West Side wastewater treatment plant (the "West Side Plant"), located on a site of approximately 296 acres in the western portion of the City, commenced operations in June 2008 and is currently permitted at 10.0 mgd. Treatment stages at the West Side Plant consist of the plant headworks (bar screens and vacutators), aeration basins, secondary sedimentation basins, biological and chemical nutrient removal, and U.V. disinfection. There have been no permit violations at the West Side Plant since its opening.

The West Side Plant was constructed and financed over a period of 6 years at a cost of approximately \$61 million in order to address growth in the service area population and excess wet weather flows that consumed available wastewater treatment capacity and justified the construction of core system improvements. In addition to the West Side Plant itself, 31 miles of pipeline and additional lift stations were constructed, expanded or replaced during such time period. The City believes that the wastewater components of the System, as currently in place, will meet service area needs for approximately 115,000 people. Average daily flow treated at the East Side and West Side plants combined equaled 12.3 mgd in 2008, with peak flow in 2008 of approximately 40.0 mgd. The East Side and West Side plants are operated on a contract basis by Operations Management International.

Projected Capital Expenditures. The City anticipates the cost of contemplated expansions and capital improvements to the System over the next five years are as set forth in the following table. It is expected that such improvements will be funded from a combination of System revenues, impact fee receipts, grant moneys and Series 2009 Bond proceeds.

	2009 ⁽¹⁾	2010	2011	2012	2013
Miscellaneous Water					
System Improvements	\$ 4,583,514	\$3,400,500	\$3,940,000	\$4,010,500	\$4,610,500
Miscellaneous Sewer					
System Improvements	<u>7,058,657</u>	<u>1,794,000</u>	<u>1,798,000</u>	<u>1,803,000</u>	<u>1,821,000</u>
TOTALS:	<u>\$11,642,171</u>	<u>\$5,194,500</u>	<u>\$5,738,500</u>	<u>\$5,813,500</u>	<u>\$6,431,500</u>

⁽¹⁾ From the City's 2009 annual budget.

Source: Water and Wastewater Director, City of Fayetteville, Arkansas.

WATER RATES

Rate Structure. The following tables set forth the City's current water rate structure:

		Inside City		
		Monthly Treated Water Rates		
		(cost per 1,000 gallons)		
Customer Class	Usage Rate (in gallons)	Effective 12/31/08	Effective 12/31/09	Effective 12/31/10
Residential	First 2,000	\$2.25	\$2.39	\$2.53
	Next 13,000	\$2.99	\$3.17	\$3.36
	Over 15,000	\$4.24	\$4.49	\$4.75
Nonresidential	First 300,000	\$2.61	\$2.68	\$2.75
	Over 300,000	\$2.11	\$2.28	\$2.45
Major Industrial	All usage	\$1.89	\$2.01	\$2.14
Irrigation	First 300,000	\$3.09	\$3.37	\$3.64
	Over 300,000	\$2.16	\$2.70	\$3.28
Wholesale	Reduced Peak Demand	\$1.95	\$2.01	\$2.07
	Peak Demand	\$2.16	\$2.23	\$2.30

Outside City
Monthly Treated Water Rates
(cost per 1,000 gallons)

<u>Customer Class</u>	<u>Usage Rate (in gallons)</u>	<u>Effective 12/31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
Residential	First 2,000	\$ 2.59	\$ 2.75	\$ 2.91
	Next 13,000	3.44	3.64	3.86
	Over 15,000	4.88	5.16	5.46
Nonresidential	First 300,000	3.00	3.08	3.16
	Over 300,000	2.43	2.62	2.82
Major Industrial	All usage	2.17	2.31	2.46
Irrigation	First 300,000	3.55	3.88	4.19
	Over 300,000	2.48	3.11	3.77
Wholesale	Reduced Peak Demand	1.95	2.01	2.07
	Peak Demand	2.16	2.23	2.30

Inside City
Monthly Water Service Charge

<u>Meter Size</u>	<u>Effective 12/31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
5/8 " x 3/4 "	\$ 4.25	\$ 4.50	\$ 4.75
1 inch	5.90	6.25	6.60
1 1/2 inch	10.30	10.90	11.50
2 inch	15.00	15.90	16.75
3 inch	34.95	37.00	39.05
4 inch	57.85	61.25	64.65
6 inch	116.65	122.45	129.30
8 inch	173.50	183.70	193.90

Outside City
Monthly Water Service Charge

<u>Meter Size</u>	<u>Effective 12/31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
5/8 " x 3/4 "	\$ 4.89	\$ 5.18	\$ 5.46
1 inch	6.79	7.19	7.59
1 1/2 inch	11.85	12.54	13.23
2 inch	17.25	18.29	19.26
3 inch	40.19	42.55	44.91
4 inch	66.53	70.44	74.35
6 inch	133.00	140.82	148.70
8 inch	199.53	211.26	222.99

Wholesale
Monthly Water Service Charge

<u>Meter Size</u>	<u>Effective 31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
5/8 " x 3/4 "	\$ 5.30	\$ 5.60	\$ 6.00
1 inch	7.40	7.80	8.30
1 1/2 inch	12.85	13.55	14.45
2 inch	18.75	19.75	21.00
3 inch	43.80	45.10	46.50
4 inch	72.25	76.10	81.10
6 inch	144.90	149.20	153.70
8 inch	216.90	228.40	240.50

Inside City			
Monthly Standby Fire Protection Service			
<u>Meter Size</u>	<u>Effective 12/31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
2 inch	\$ 7.23	\$ 7.62	\$ 8.02
3 inch	21.70	22.85	24.06
4 inch	43.41	45.71	48.13
6 inch	120.57	126.96	133.69
8 inch	253.20	266.62	280.75
10 inch	434.05	457.06	481.28

Outside City			
Monthly Standby Fire Protection Service			
<u>Meter Size</u>	<u>Effective 12/31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
2 inch	\$ 8.32	\$ 8.76	\$ 9.22
3 inch	24.96	26.28	27.67
4 inch	49.62	52.56	55.35
6 inch	138.66	146.00	153.74
8 inch	291.18	306.61	322.86
10 inch	499.16	525.61	553.47

Beginning January 1, 2012, all monthly water rates, service charges and standby fire protection charges will be increased by 3% per year.

SEWER RATES

The following tables set forth the City's sewer rate structure:

Monthly Quantity Charge (cost per 1,000 gallons)

<u>Class</u>	<u>Usage Rate (in gallons)</u>	<u>Effective 12/31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
Residential	First 2,000	\$ 3.00	\$ 3.07	\$ 3.14
	Over 2,000	4.00	4.10	4.18
Nonresidential	All usage	3.02	3.10	3.18
Major Industrial	All usage	3.03	3.21	3.40
Farmington	All usage	5.13	5.28	5.44
Outside City	All usage	5.57	5.74	5.91
Elkins	85% of metered water usage	3.53	3.64	3.75
	Usage above 85% of metered water usage	1.85	1.91	1.96

Inside City			
Monthly Sewer Service Charge			
<u>Meter Size</u>	<u>Effective 12/31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
5/8" x 3/4"	\$ 12.45	\$ 12.80	\$ 13.20
1 inch	16.20	16.65	17.15
1 1/2 inch	26.45	27.15	28.00
2 inch	37.80	38.85	40.05
3 inch	87.75	90.20	93.00
4 inch	144.50	148.60	153.25
6 inch	286.45	294.50	303.70
8 inch	428.40	440.45	454.20

**Outside City
Monthly Sewer Service Charge**

<u>Meter Size</u>	<u>Effective 12/31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
5/8" x 3/4"	\$ 12.40	\$ 12.80	\$ 13.20
1 inch	23.10	23.80	24.50
1 1/2 inch	41.10	42.30	43.60
2 inch	54.30	55.90	57.60
3 inch	125.50	129.25	133.10
4 inch	206.60	212.80	219.20
6 inch	409.60	421.88	434.50
8 inch	612.60	631.00	650.00

**Farmington
Monthly Sewer Service Charge**

<u>Meter Size</u>	<u>Effective 12/31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
5/8" x 3/4"	\$ 11.40	\$ 11.70	\$ 12.10
1 inch	21.30	21.90	22.60
1 1/2 inch	37.80	38.90	40.10
2 inch	50.00	51.50	53.05
3 inch	115.30	118.75	122.30
4 inch	189.85	195.55	201.50
6 inch	376.40	387.70	400.00
8 inch	563.00	579.90	597.30

Extra Strength Surcharge

For all commercial and industrial customers whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, an extra strength surcharge is levied as follows:

	<u>Effective 12/31/08</u>	<u>Effective 12/31/09</u>	<u>Effective 12/31/10</u>
Extra Strength BOD ₅	\$0.336/lb	\$0.4170/lb	\$0.4421/lb
Extra Strength TSS	\$0.1668/lb	\$0.2084/lb	\$0.2209/lb

Beginning January 1, 2012, all monthly sewer quantity and service charges and extra strength surcharges will be increased by 3% per year.

Rate Comparison. The following is a comparison of the monthly water and sewer charges for the City of Fayetteville with the charges of other area municipalities, based upon combined water and sewer charges for the average residential unit with 6,000 gallons of water consumption per month:

City	Cost Per Month
Fayetteville	\$ 55.46
Bentonville	56.22
Fort Smith	48.29
Rogers	68.01
Springdale	36.67

Source: City water and sewer departments as of April 1, 2009.

Billing Procedures, Delinquency and Uncollectible Accounts. The City Code of Ordinances provides that bills for water and sewer services are rendered monthly in the net amount due. Bills are due and payable on or

before the twentieth day following the billing date stated thereon. Bills not paid on or before the due date are considered delinquent and an additional charge of 10% of the total current bill is assessed against the account.

Over the last five years, the City's bad debt expense experience has been as follows:

Fiscal Year Ending December 31	Water and Sewer Operating Revenues	Bad Debt Expense	Bad Debt Percentage
2004	\$22,626,926	\$ 93,306	0.41%
2005	25,086,080	113,509	0.45
2006	26,511,807	87,029	0.33
2007	25,472,138	150,094	0.58
2008 ⁽¹⁾	24,728,050	156,621	0.63

⁽¹⁾ Unaudited.

Financial Information. Set forth in Appendix A to this Official Statement are the audited general purpose financial statements of the City for the year ended December 31, 2007, which financial statements have been audited by BKD, LLP, independent certified public accountants, as stated in their report also appearing in Appendix A. The notes set forth in Appendix A are an integral part of such financial statements, and the statements and notes should be read in their entirety. Set forth in Appendix B to this Official Statement are the unaudited financial statements of the City's Water and Sewer Fund for the year ended December 31, 2008.

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Following is a summary of revenues, expenses and changes in fund equity of the City's Water and Sewer Fund for the five years ended December 31, 2008. Information for the summary for the years ended December 31, 2004, 2005, 2006 and 2007 was derived from the financial statements of the City audited by BKD, LLP, independent certified public accountants. The audits were performed for the purpose of rendering an opinion on the general purpose financial statements of the City taken as a whole, and not for the purpose of rendering an opinion on the fair presentation of the City's Water and Sewer Fund. The following table should be read in conjunction with the audited financial statements and related notes in Appendix A. Information for the summary for the year ended December 31, 2008 was derived from the unaudited financial statements of the City's Water and Sewer Fund attached as Appendix B.

**City of Fayetteville, Arkansas Water and Sewer Fund
Statement of Revenues, Expenses and Changes in Fund Equity
For the Years Ended December 31,**

	2004	2005	2006	2007	2008 ⁽¹⁾
Operating revenues:					
Water services	\$11,478,950	\$12,544,776	\$12,795,566	\$12,112,076	\$11,620,330
Sewer services	10,440,014	11,757,927	12,958,808	12,587,434	12,254,344
Other	<u>707,962</u>	<u>783,377</u>	<u>757,433</u>	<u>772,628</u>	<u>853,376</u>
Total operating revenues	<u>22,626,926</u>	<u>25,086,080</u>	<u>26,511,807</u>	<u>25,472,138</u>	<u>24,728,050</u>
Operating expenses:					
Personnel services	3,623,636	3,751,166	4,002,795	4,401,787	4,459,389
Materials and supplies	944,907	1,033,958	1,387,069	1,371,285	1,283,838
Contract services and charges	13,698,085	14,562,414	15,118,771	16,562,993	16,753,272
Maintenance	426,803	552,428	158,076	228,163	111,402
Depreciation	<u>3,938,162</u>	<u>4,156,122</u>	<u>4,530,092</u>	<u>4,725,939</u>	<u>8,489,569</u>
Total operating expenses	<u>22,631,593</u>	<u>24,056,088</u>	<u>25,196,803</u>	<u>27,290,167</u>	<u>31,097,470</u>
Operating income (loss)	(4,667)	1,029,992	1,315,004	(1,818,029)	(6,369,420)
Nonoperating income (expenses):					
Intergovernmental	21,778		1,060,500	623,322	1,772,110
Interest expense and fees	(426,818)	(360,827)	(336,812)	(297,731)	(373,671)
Interest income	1,014,579	914,222	803,734	520,745	352,693
Net decrease in fair value of investments	(55,475)	(242,240)	95,137	170,996	58,493
Other revenues	<u>388,313</u>	<u>364,545</u>	<u>328,148</u>	<u>342,403</u>	<u>676,675</u>
Total nonoperating income	<u>942,377</u>	<u>675,700</u>	<u>1,950,707</u>	<u>1,359,735</u>	<u>2,486,300</u>
Income (loss) before contributions and transfers	937,710	1,705,692	3,265,711	(458,294)	(3,883,120)
Capital contributions	2,953,595	4,627,308	7,795,611	24,509,876	136,603,345
Transfers in from other funds	53,668	128,514	73,328	--	57,982
Transfers out to other funds	--	(18,935)	(5,413,949)	(121,922)	--
Change in net assets	3,944,973	6,442,579	5,720,701	23,929,660	132,778,207
Total net assets, beginning of year	<u>128,612,719</u>	<u>132,557,692</u>	<u>139,000,271</u>	<u>144,720,972</u>	<u>168,650,632</u>
Total net assets, end of year	<u>\$132,557,692</u>	<u>\$139,000,271</u>	<u>\$144,720,972</u>	<u>\$168,650,632</u>	<u>\$301,428,839</u>

⁽¹⁾ Unaudited.

DEFINITIONS OF CERTAIN TERMS

The following are definitions of certain terms used in this Official Statement:

“Act” – Arkansas Code Annotated (1998 Repl. and Supp. 2005) §§ 14-164-401 *et seq.*, §§ 14-234-201 *et seq.* and §§ 14-235-201 *et seq.*, as from time to time amended.

“Additional Bonds” – Bonds in addition to the Series 2002 Bonds, the Series 2004 Bonds and the Series 2009 Bonds which are issued under the provisions of the Indenture.

“Annual Debt Service” – With respect to all or any particular amount of Bonds or Subordinate Obligations, as the case may be, the Debt Service for any particular Fiscal Year required pursuant to the provisions of the Indenture to be paid or set aside during such Fiscal Year, less the amount of such payment which is provided from the proceeds of the sale of Bonds or Subordinate Obligations or from sources other than Net Revenues.

“Authorizing Ordinance” – Ordinance No. ____ of the City, adopted and approved on April __, 2009, authorizing the issuance of the Series 2009 Bonds pursuant to the Indenture.

“Bond Counsel” – Any firm of nationally recognized municipal bond counsel selected by the City and acceptable to the Trustee.

“Bond Fund” – The fund by that name created and established in the Indenture.

“Bonds” – The Series 2002 Bonds, the Series 2004 Bonds, the Series 2009 Bonds and all Additional Bonds issued by the City pursuant to the Indenture.

“City” – The City of Fayetteville, Arkansas, a municipality and political subdivision under the laws of the State of Arkansas.

“Code” – The Internal Revenue Code of 1986, as from time to time amended, and applicable regulations issued or proposed thereunder.

“Completion Date” – The date upon which Facilities are first ready for normal continuous operation or the date upon which damages Facilities are replaced in normal continuous operation as determined by a Qualified Engineer.

“Costs of Construction” – All costs paid or incurred by the City in connection with acquiring, constructing and equipping of Facilities and placing of the same in operation or the reconstruction and re-equipping of damaged Facilities and replacing them in operation, including, without limitation, paying all or a portion of the interest on any series of Bonds issued for such purpose; paying into the Debt Service Reserve Fund from the proceeds of Bonds all or a portion of the amount or amounts required to make the amounts therein equal to the Reserve Requirements with respect to the particular series of Bonds being issued; paying or reimbursing the City or any fund for expenses of the City incident and properly allocable to such acquisition, construction, and equipping or reconstruction and re-equipping and the placing or replacing of the Facilities in operation; and all other expenses incident and properly allocable to the acquisition, construction, and equipping or the reconstruction and re-equipping of Facilities, the financing of the same, and the placing of the same in operation.

“Costs of Issuance Fund” – The fund by that name created and established in the Indenture.

“Debt Service” – With respect to all or any particular amount of Bonds or Subordinate Obligations, as the case may be, the total as of any particular date of computation and for any particular period of the scheduled amount of interest and amortization of principal payable on such Bonds or Subordinate Obligations, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Debt Service Reserve Fund” – The fund by that name created and established in the Indenture.

“Depository” – A national or state banking corporation or association (which may also include the Trustee and any Paying Agent) which holds membership in the Federal Deposit Insurance Corporation.

“Event of Default” – Any event of default specified in the Indenture. See the caption “SUMMARY OF THE INDENTURE – *Events of Default*” herein.

“Facilities” – Land, buildings, structures, machinery, equipment and all related or necessary property, tangible or intangible, constituting the System, including, but not limited to, consumables, rights, easements, franchises, and common facilities (being facilities used in common by the City in the furnishing of water or sewer

services) which are used or useful in the collection, storage, distribution, treatment, sale or other use of water or wastewater, and to which the City has right, title or ownership, in whole or undivided part, and, if in undivided part, then to the extent of the City's right, title or ownership therein.

"Fiscal Year" – The 12-month period used, at any time, by the City for accounting purposes with respect to the System, which may be the calendar year. Currently, the fiscal year of the City ends on December 31 of each year.

"Government Securities" – (i) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations on which the full and timely payment of principal and interest is fully and unconditionally guaranteed by, the United States of America (including any such securities issued or held in book-entry form on the books of the Department of Treasury of the United States of America), and (ii) evidences of direct ownership or proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations on which the full and timely payment of principal and interest is fully and unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

"Holder" or "bondholder" or "owner of the Bonds" – The registered owner of any Bond.

"Indenture" – The Trust Indenture dated as of May 1, 2002, as supplemented and amended by a First Supplemental Trust Indenture dated as of May 1, 2004, and by a Second Supplemental Trust Indenture dated as of June 1, 2009, each by and between the City and the Trustee, pursuant to which the Bonds are issued, and any further amendments and supplements thereto.

"Investment Securities" – If and to the extent the same are at the time legal for investment of funds held under the Indenture:

- (1) Government Securities;
- (2) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
 - Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).
 - Obligations of the Resolution Funding Corporation (REFCORP).
 - Senior debt obligations of the Federal Home Loan Bank System.
 - Senior debt obligations of other Government Sponsored Agencies approved by Ambac Assurance;
- (3) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing no more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank.);
- (4) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;
- (5) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and
 - (A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or
 - (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such Obligations or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as

appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- (6) Municipal obligations rated "Aaa/AAA" or general obligations of States with a rating of at least "A2/A" or higher by both Moody's and S&P.
- (7) Investment agreements approved in writing by Ambac Assurance (supported by appropriate opinions of counsel); and
- (8) Other forms of investments (including repurchase agreements) approved in writing by Ambac Assurance.

"Moody's" – Moody's Investors Service and any successor thereto.

"Net Revenues" – Revenues less Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" – For any period, all ordinary and necessary expenses of operation, repair, maintenance and insuring of the System under generally accepted accounting principles, except that there shall not be included (i) any allowance for depreciation, (ii) any deposits or transfers to the credit of (a) the Bond Fund or to any fund or account created for the payment of debt service on any Subordinate Obligations, (b) the Debt Service Reserve Fund or any debt service reserve fund or account created in connection with any Subordinate Obligations, or (c) the Renewal and Replacement Fund, or (iii) any payments with respect to obligations not payable in whole or in part under any circumstances from Revenues. Operating Expenses shall specifically include obligations of the City to the Beaver Water District of Benton and Washington Counties, Arkansas.

"Operation and Maintenance Fund" – The fund by that name described in the Indenture.

"Outstanding" – When used with reference to the Bonds, as of any particular date, the aggregate of all Bonds authenticated and delivered under the Indenture except:

- (a) Bonds cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;
- (b) Bonds deemed to be paid in accordance with Article VIII of the Indenture; and
- (c) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to the Indenture.

"Paying Agent" – Any bank or trust company named by the City as the place at which the principal of and premium, if any, and interest on the Bonds are payable.

"Permitted Encumbrances" – (i) Any mortgage lien for the security of the Bonds; (ii) liens for taxes, assessments and other governmental charges not then delinquent or which can be paid without penalty; (iii) unfiled, inchoate mechanics' and materialmen's liens; (iv) workmen's, repairmen's, warehousemen's, and carriers' liens and others similar liens, if any, arising in the ordinary course of business; and (v) any easements, restrictions, mineral, oil, gas and mining rights and reservations, zoning laws and defects in title or other encumbrances to which System facilities may be subject because of their acquisition, construction and installation as part of the System.

"Person" – Any natural person, firm, association, corporation, limited liability company, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

"Qualified Accountant" – An independent certified public accountant or firm of independent certified public accountants not in the regular employ of the City.

"Qualified Engineer" – An independent consulting engineer or firm of independent consulting engineers not in the regular employ of the City.

"Rebate Fund" – The fund by that name created and established in the Indenture.

"Record Date" – With respect to any interest payment date of the Bonds, the first day of the calendar month in which such interest payment date falls.

“Renewal and Replacement Fund – The fund by that name confirmed and described in the Indenture.

“Reserve Requirement” – At any particular time, an amount equal to 50% of the aggregate maximum Annual Debt Service in any Fiscal Year thereafter with respect to Outstanding Bonds of all series.

“Revenues” – All fees, tolls, rates, rentals and charges levied and collected in connection with, and all other income and receipts of whatever kind or character derived by the City from, the operation of the System. Revenues shall specifically include, but shall not be limited to, revenues from water sales, sewer service charges, fire protection charges and interest income on Revenue Fund balances. Notwithstanding the foregoing, Revenues shall not include acreage, connection, front-footage, tap-on, assessment and similar fees, charges, contributions or grants derived by the City in connection with the provision of or payment for capital improvements constituting a part of the System.

“Revenue Fund” – The fund by that name confirmed and described in the Indenture.

“S&P” – Standard & Poor’s Ratings Services, a Division of The McGraw-Hill Companies, Inc., and any successor thereto.

“Series 2002 Bonds” – Collectively, the Series 2002A Bonds and the Series 2002B Bonds.

“Series 2002A Bonds” – One of the initial series of Bonds issued under and secured by the Indenture in the aggregate principal amount of \$2,730,000.

“Series 2002B Bonds” – One of the initial series of Bonds issued under and secured by the Indenture in the aggregate principal amount of \$6,540,000.

“Series 2004 Bonds” – An additional series of Bonds issued under and secured by the Indenture in the aggregate principal amount of \$6,090,000.

“Series 2009 Bonds” – An additional series of Bonds issued under and secured by the Indenture in the aggregate principal amount of \$8,200,000*.

“Subordinate Obligations” – Debt obligations of the City secured by a pledge of Net Revenues that is subordinate to the lien thereon securing the payment of the Bonds, as permitted by the provisions of the Indenture.

“System” – The City’s combined water and sewer utility system.

“Trustee” – The banking corporation or association designated as Trustee in the Indenture, and its successor or successors as such Trustee. The original Trustee is Bank of Oklahoma, N.A., Tulsa, Oklahoma.

“Trust Estate” – The property described in the granting clauses of the Indenture.

* Preliminary; subject to change.

SUMMARY OF THE INDENTURE

The following statements are brief summaries of certain provisions of the Indenture. The statements do not purport to be complete, and reference is made to the Indenture, copies of which are available for examination at the offices of the City Clerk of the City, for a full statement thereof.

Funds and Disposition of Revenues. Net Revenues are pledged by the Indenture to the payment of the principal of and premium, if any, and interest on the Bonds, subject to various provisions permitting application for other purposes. The following funds are referenced with respect to the Bonds:

Fund	Held By
Revenue Fund	City
Operation and Maintenance Fund	City
Bond Fund	Trustee
Debt Service Reserve Fund	Trustee
Construction Fund	Trustee

Renewal and Replacement Fund	City
Cost of Issuance Fund	Trustee
Rebate Fund	Trustee

Application of Revenues. The application of Revenues is as follows:

(a) Revenue Fund. All Revenues shall, as and when received, be deposited into the Revenue Fund. All moneys at any time in the Revenue Fund shall be applied to the payment of Operation and Maintenance Expenses of the System, the payment of Annual Debt Service on the Bonds and any Subordinate Obligations, the maintenance of the Debt Service Reserve and the debt service reserves for any Subordinate Obligations, and the providing of the Renewal and Replacement Fund in the order, at the times and in the amounts set forth as follows:

(b) Operation and Maintenance Fund. Prior to making the required payments into the Bond Fund and Debt Service Reserve Fund, into the bond funds and debt service reserve funds for any Subordinate Obligations, and into the Renewal and Replacement Fund, there shall be paid from the Revenue Fund into the Operation and Maintenance Fund, not later than the fifth business day preceding the fifteenth day in each month while any of the Bonds shall be Outstanding, an amount sufficient to cause amounts on deposit therein to equal projected Operation and Maintenance Expenses for the next two succeeding months (as shown in the budget of proposed Operation and Maintenance Expenses for the then current Fiscal Year) and from which disbursements shall be made only for those purposes. Fixed annual charges such as insurance premiums and the cost of major repair and maintenance expenses may be computed and set up on an annual basis, and 1/12 of the amount thereof may be paid into the Operation and Maintenance Fund each month.

If in any month for any reason there shall be a failure to transfer and pay the required amount into the Operation and Maintenance Fund, the amount of any deficiency shall be added to the amount otherwise required to be transferred and paid into the Operation and Maintenance Fund in the next succeeding month.

(c) Bond Fund. Immediately following the making of required deposits into the Operation and Maintenance Fund, there shall be paid from the Revenue Fund into the Bond Fund, on the fifth business day preceding the fifteenth day of each month until all Outstanding Bonds with interest thereon have been paid in full, or provision made for such payment, a sum equal to (i) 1/6 of the installment of interest coming due on the Bonds (whether at maturity, upon mandatory redemption, or otherwise) during the then next six (6) months, and (ii) 1/12 of the installment of principal coming due on the Bonds (whether at maturity, upon mandatory redemption, or otherwise) during the then next twelve (12) months (provided, however, that the first payments required under the Indenture with respect to a series of Bonds shall be prorated from the date of issuance of such series of Bonds and subsequent payment obligations shall be reduced to the extent of investment earnings and other moneys credited to the Bond Fund from sources other than monthly payments). All moneys in the Bond Fund shall be used solely for the purpose of paying Annual Debt Service on the Bonds or for any redemption of the Bonds, except as specifically provided in the Indenture. The Trustee shall withdraw from the Bond Fund, on the date of any principal or interest payment, an amount equal to the amount of such payment for the sole purpose of paying the same.

If Revenues are insufficient to make the required payment into the Bond Fund, the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the Bond Fund not later than the fifth business day preceding the fifteenth day of the next succeeding month.

When the moneys held in the Bond Fund and the Debt Service Reserve Fund shall be and remain sufficient to pay in full the principal of and premium, if any, and interest on all Bonds then Outstanding, there shall be no obligation to make further payments into the Bond Fund.

(d) Debt Service Reserve Fund. See the caption "SECURITY FOR THE BONDS – *Debt Service Reserve*" herein.

(e) Renewal and Replacement Fund. After making the required deposits into the Operation and Maintenance Fund, into the Bond Fund and Debt Service Reserve Fund, and into the bond funds and debt service reserve funds with respect to any Subordinate Obligations, there shall be paid from the Revenue Fund into the Renewal and Replacement Fund not later than the fifth business day preceding the fifteenth day of each month while any of the Bonds are Outstanding, an amount sufficient to cause the amount on deposit therein to equal \$300,000 or such greater amount as the City may determine from time to time is appropriate, provided that the amount to be deposited in any month need not exceed 1/12 of the amount then required to be on deposit therein. The moneys in the Renewal and Replacement Fund shall be used solely for the purpose of paying the cost of necessary repairs or

replacements due to the depreciation of the System and not paid for with moneys in the Operation and Maintenance Fund and costs of damage caused to the System by unforeseen catastrophes.

(f) Surplus. Any surplus in the Revenue Fund after making all disbursements and providing for all funds described above may be used, at the option of the City for any lawful purpose.

(g) Construction Fund. Moneys in the Construction Fund shall be disbursed by the Trustee to pay Costs of Construction on the basis of requisitions signed by the Mayor, the Finance and Internal Services Director or any other person designated to the Trustee in writing by the Mayor or the Finance & Internal Services Director. On the Completion Date, any balance then remaining in the Construction Fund (except for amounts retained at the City's direction for Costs of Construction not then due and payable, to remedy defects, or for seasonal completion) shall, at the option of the City, (i) be transferred to the Bond Fund to pay principal and interest, as due, on the Series 2009 Bonds, (ii) be segregated by the Trustee and utilized for redemption of the Series 2009 Bonds on the earliest redemption date permitted by the terms of the Indenture, or (iii) be used for any other purpose authorized by the City, provided that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under the Act and will not adversely affect the exclusion from income for federal income tax purposes of interest on any of the Series 2009 Bonds.

Investment of Funds. At the direction of the City or absent such direction, the Trustee shall invest moneys in funds or accounts held by the Trustee in Investment Securities with maturity or redemption dates consistent with the times at which said moneys will be required for the purposes provided in this Indenture; provided, however, the stated maturity dates of Investment Securities of Debt Service Reserve Fund moneys shall not exceed five years from the date of investment therein. Moneys in separate funds or accounts may be commingled for the purpose of investment. The City may invest moneys held in the Revenue Fund, Operation and Maintenance Fund and Renewal and Replacement Fund in any investment obligations permitted by Arkansas law.

Obligations purchased as an investment of moneys in any fund or account created by the Indenture shall be deemed at all times to be a part of such fund or account, and any income or loss due to an investment thereof shall be charged to the respective fund or account for which the investment was made except as otherwise provided in the Indenture.

Investments in any fund or account shall be evaluated at least annually by the City or the Trustee, as may be appropriate. For the purpose of determining the amount in any fund or account, the City and the Trustee shall value all Investment Securities credited to such fund or account at the price at which such Investment Securities are redeemable by the holders or owners thereof at their option if so redeemable, or, if not so redeemable, at the lesser of (i) the cost of such Investment Securities minus the amortization of any premium or plus the amortization of any discount thereon and (ii) the market value of such Investment Securities, provided that Investment Securities credited to the Debt Service Reserve Fund, if not so redeemable, shall be valued at the cost thereof minus the amortization of any premium or plus the amortization of any discount thereon.

Valuation of Funds and Accounts. In determining the value of any fund or account held by the Trustee under the Indenture, the Trustee shall credit Investment Securities at the fair market value thereof, as determined by the Trustee based on accepted industry standards and from accepted industry providers. No less frequently than annually, and in any event within thirty (30) days prior to the end of each Fiscal Year, the Trustee shall determine the value of each fund and account held under the Indenture and shall report such determination to the City.

The Trustee shall sell or present for redemption any Investment Securities as necessary in order to provide money for the purpose of making any payment required under the Indenture, and the Trustee shall not be liable for any loss resulting from any such sale.

Responsibility of Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it at the direction of the City.

Operation and Maintenance of System; Disposition of System Assets. The City covenants that it will continuously operate the System in a diligent fashion in accordance with prudent utility practice and as a revenue-producing undertaking in compliance with all applicable laws and regulations and all the covenants and obligations under the Indenture.

The City further covenants that it will maintain the System in sound condition and repair, that it will not sell or otherwise dispose of any property necessary to the proper operation of the System or to the maintenance of Revenues, and that it will not enter into any lease or agreement which will impair or impede the operation of the System or adversely affect the rights of the bondholders.

Insurance. The City covenants and agrees to insure and at all times keep insured, in the amount of the actual value thereof, by a responsible insurance company or companies authorized and qualified under the laws of the State of Arkansas to assume the risk thereof, all properties of the System, other than water storage tanks, mains and lines for the transmission, distribution or collection of water or wastewater, against loss or damage from fire, lightning, tornado, winds, strike, malicious damage or explosion and against loss or damage from any other causes customarily insured against by private companies engaged in a similar type of business. 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 shall, with reasonable promptness, cause to be commenced and completed the reconstruction, replacement and repair work. If such proceeds are more than sufficient for such purposes, the balance remaining shall be deposited to the credit of the Bond Fund, and, if such proceeds shall be insufficient for such purposes, the deficiency shall be supplied, first, from moneys in the Renewal and Replacement Fund and, second, from any available moneys in the Revenue Fund.

Damage or Destruction; Condemnation. The City covenants and agrees that in the event of damage to or destruction of the System, or if all or any part of the System shall be taken under the exercise of eminent domain, it will immediately notify the Trustee.

All insurance money paid or net amounts awarded shall be paid to the City, and the City shall proceed to restore, repair, replace or rebuild System facilities as nearly as possible to the condition they were in immediately prior to such damage or condemnation, to the extent that the same may be feasible, subject to such alterations as the City may elect to make. If the insurance money or net amounts awarded shall be insufficient to pay all costs of the restoration, the City shall pay the deficiency and shall nevertheless proceed to complete the restoration and pay the cost thereof. Any balance of the insurance or condemnation proceeds remaining over and above the cost of the restoration shall be deposited into the Revenue Fund.

The City's obligations to make all payments set forth in the Indenture and to perform all other covenants and agreements on its part to be performed shall not be affected by any such damage or destruction or condemnation.

Notwithstanding the foregoing provisions, the City shall not be required to repair, restore, replace or rebuild System facilities, or any part thereof, if the City shall elect to redeem prior to maturity on the next possible redemption date all of the Bonds then Outstanding, together with accrued interest to the redemption date, and to pay all charges, fees and expenses necessarily incurred and required to be incurred in connection with such redemption, and all other amounts then owing by the City. In that event, the proceeds of all insurance or condemnation awards shall be placed in and become part of the Bond Fund. If there be any deficiency in the moneys on deposit in the Bond Fund after the deposit of all such proceeds, the City shall immediately deposit therein the amount of the deficiency.

Accounting; Reports. The City covenants that it will keep the funds and accounts of the System separate from all other funds and accounts of the City, and that it will keep accurate records of all items of cost and of all expenditures relating to the System, and of the collection and application of Revenues, in accordance with generally accepted accounting principles. Such records and accounts shall be open to inspection by the Trustee under reasonable circumstances.

The City further covenants that at the end of each Fiscal Year it will cause an audit to be made of the books and accounts for that Fiscal Year pertaining to the System by a Qualified Accountant. Copies of each such audit shall be filed with the Trustee and furnished to the holders of outstanding Bonds making written request therefor.

Annual Budget. The City shall prepare an annual budget for System operations for each Fiscal Year. A copy of each budget shall be filed with the Trustee and a copy shall be maintained in the office of the Finance and Internal Services Director of the City.

Defeasance. Any Bond shall be deemed to be paid within the meaning of the Indenture when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption as provided in the Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Securities (provided that such deposit will not affect the tax-exempt status of the interest on any of the Bonds or cause any of the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148(a) of the Code, as reflected in an opinion of Bond Counsel delivered to the Trustee), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any Paying Agent pertaining to the Bonds with respect to which such deposit is made

shall have been paid or the payment thereof provided for to the satisfaction of the Trustee and any said Paying Agent.

Events of Default. Each of the following events shall constitute and is referred to in the Indenture as an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond;
- (b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;
- (c) Default in the payment of any other amount required to be paid under the Indenture or the performance or observance of any other of the covenants, agreements or conditions contained in the Indenture, or in the Bonds issued under the Indenture, and continuance thereof for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied, shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of holders of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, unless the Trustee, or the Trustee and holders of an aggregate principal amount of Bonds not less than the aggregate principal amount of Bonds the holders of which requested such notice, as the case may be, shall agree in writing to an extension of such period prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such period and is being diligently pursued; and
- (d) The filing of a petition in bankruptcy by or against the City under the United States Bankruptcy Code or the commencement of a proceeding by or against the City under any other law concerning insolvency, reorganization or bankruptcy.

The term "default" as used in clauses (a), (b) and (c) above shall mean default by the City in the performance or observance of any of the covenants, agreements or conditions on its part contained in the Indenture, or in the Bonds Outstanding thereunder, exclusive of any period of grace required to constitute a default an "Event of Default" as described above.

Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the holders of not less than 51% in aggregate principal amount of Bonds Outstanding shall, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding, together with any premium and the interest accrued thereon, immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee may, as an alternative, pursue any available remedy by suit at law or in equity, including, without limitation, mandamus to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding.

If an Event of Default shall have occurred, and if it shall have been requested so to do by the holders of 51% in aggregate principal amount of Bonds Outstanding and if it shall have been indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred upon it by the Indenture as the Trustee, being advised by counsel, shall deem most expedient in the interests of the bondholders.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given under the Indenture or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default under the Indenture, whether by the Trustee or by the bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy thereunder, unless a default has occurred of which the

Trustee has been notified as provided in the Indenture, or of which by the Indenture it is deemed to have notice, nor unless such default shall have become an Event of Default and the holders of not less than 51% in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers granted or to institute such action, suit, or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in the Indenture nor unless the Trustee shall thereafter fail or refuse to exercise the powers granted, or to institute such action, suit, or proceeding in its own name; and such notification, request and offer of indemnity are declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture or for the appointment of a receiver or for any other remedy thereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by action of the holder or holders or to enforce any right under the Indenture except in the manner therein provided, and that all proceedings at law or in equity shall be instituted, held and maintained in the manner therein provided for the equal benefit of the holders of all Bonds Outstanding thereunder. Nothing in the Indenture contained shall, however, affect or impair the right of any bondholders to enforce the payment of the principal of and premium, if any, and interest on any Bonds at and after the maturity thereof, or the obligation of the City to pay the principal of and premium, if any, and interest on each of the Bonds issued under the Indenture to the respective holders thereof at the time and place in said Bonds expressed.

Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may, from time to time and at any time, without the consent of or notice to the bondholders, enter into supplemental indentures as follows:

- (a) to cure any formal defect, omission, inconsistency or ambiguity in the Indenture;
- (b) to grant to or confer or impose upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with the Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;
- (c) to add to the covenants and agreements of, and limitations and restrictions upon, the City in the Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with the Indenture as theretofore in effect;
- (d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, the Indenture, of the Trust Estate or of any other moneys, securities or funds;
- (e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;
- (f) to authorize the issuance and sale of one or more series of Additional Bonds;
- (g) to make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States or otherwise as may be necessary to assure exemption from federal income taxation of interest on the Bonds; or
- (h) to modify, alter, amend or supplement the Indenture in any other respect which is not materially adverse to the bondholders and which does not involve a change described in clause (a), (b), (c), (d), (e) or (f) below and which, in the judgment of the Trustee, is not to the prejudice of the Trustee.

Supplemental Indentures Requiring Consent of Bondholders. Subject to the terms and provisions contained in this paragraph, and not otherwise, the holders of not less than 2/3 in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such indenture or indentures supplemental to the Indenture as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any supplemental indenture; provided, however, that nothing contained in the Indenture shall permit or be construed as permitting (a) an extension of the maturity (or mandatory redemption date) of the principal of or the interest on any Bond issued thereunder, or (b) a reduction in the principal amount of or redemption premium or rate of interest on any Bond issued thereunder, or (c) the creation of any lien on the Trust Estate or any part thereof, except as expressly permitted in the Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such

supplemental indenture, or (f) deprive the holder of any Bond then Outstanding of the lien created on the Trust Estate.

If, at any time the City shall request the Trustee to enter into any supplemental indenture for any of the purposes described above, the Trustee shall, at the expense of the City, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail to each registered owner of the Bonds. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by bondholders. The Trustee shall not, however, be subject to any liability to any bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided above. If the holders of not less than 2/3 in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT

The City has entered into an undertaking in the form of the Continuing Disclosure Agreement as required by the Indenture for the benefit of the Beneficial Owners of the Series 2009 Bonds to cause certain financial information to be sent to certain information repositories annually and to cause notice to be sent to such information repositories of certain specified events, pursuant to the requirements of Section (b)(5)(i) of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"). The City has not failed to comply with any previous undertaking pursuant to the Rule.

The Continuing Disclosure Agreement contains the following covenants and provisions:

(a) The City shall, not later than August 1 of each year, commencing August 1, 2009, provide to each Repository and the Trustee its Annual Financial Information consistent with the requirements of subsection (d) below.

(b) If, on the date specified in subsection (a) above for providing the Annual Financial Information to Repositories, the Trustee has not received a copy of the Annual Financial Information, the Trustee shall contact the Disclosure Representative to determine if the City is in compliance with subsection (a).

(c) If the Trustee is unable to verify that the Annual Financial Information has been provided to the Repositories by the date required within subsection (a), the Trustee shall file a notice to such effect with the Repositories and the MSRB.

(d) The City's Annual Financial Information shall contain or incorporate by reference the following:

(i) The following general categories of financial data and operating data with respect to the City's water and sewer system (the "System") for the prior fiscal year:

- (A) Changes in wholesale water rates charged by the Beaver Water District;
- (B) Changes in the City's water and sewer rate structure;
- (C) Annual System operating revenues, bad debt expense and bad debt expense percentage;
- (D) Costs for projected System capital improvements for the current fiscal year;
- (E) Usage percentages of all water users consuming more than 5% of the System's water output;
- (F) Average daily water use and maximum day's water use; and
- (G) Average daily sewage flow.

(ii) The City's audited financial statements for the prior fiscal year, prepared in accordance with accounting principles generally accepted in the United States ("GAAP") as such principles are modified by the governmental accounting standards promulgated by the Government Accounting Standards Board ("GASB") and by mandated principles of the State of Arkansas, if any, as in effect from time to time, which financial statements have been audited by such auditor as shall then be required or permitted

by the laws of the State of Arkansas. If the City's audited financial statements are not available by the time its Annual Financial Information is required to be filed pursuant to subsection (a) above, the Annual Financial Information shall contain the unaudited financial statements of the City in a format similar to its audited financial statements contained in the Official Statement for the Series 2009 Bonds, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

(e) The City has agreed to instruct the Trustee to deliver to each National Repository, or the MSRB and the Arkansas State Repository, notice of the occurrence of any of the following Specified Events, if deemed material:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults;
- (iii) Unscheduled draws on any debt service reserve reflecting financial difficulties;
- (iv) Unscheduled draws on any credit enhancement reflecting financial difficulties;
- (v) Substitution of any credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions or events affecting the tax-exempt status of the Series 2009 Bonds;
- (vii) Modifications to rights of Bondowners;
- (viii) Bond calls;
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing payment of the Series 2009 Bonds; or
- (xi) Rating changes.

(f) The City has agreed that the foregoing undertakings shall be for the benefit of the Beneficial Owners of the Series 2009 Bonds, and shall be enforceable by any Beneficial Owner of the Series 2009 Bonds in an action for specific performance against the City.

(g) The continuing obligation of the City to provide Annual Financial Information and notice of the occurrence of Specified Events, if material, will terminate if the City is no longer an "obligated party" within the meaning of the Rule or upon the maturity, defeasance, prior redemption or payment in full of the Series 2009 Bonds. The City and the Trustee may amend the Continuing Disclosure Agreement, and any provision of the Continuing Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel, reasonably acceptable to each of the City and the Trustee, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings under the Continuing Disclosure Agreement to violate the Rule, taking into account any subsequent change in or official interpretation of the Rule.

(h) The following terms used under this caption shall have the meanings set forth below:

"Annual Financial Information" means the annual financial information to be provided by the City of the type described in the Continuing Disclosure Agreement.

"Arkansas State Repository" means any public or private repository or entity as may be designated by the State of Arkansas as a state repository for purposes of the Rule and recognized as such by the SEC. As of the date of the Continuing Disclosure Agreement, there is no Arkansas State Repository.

"Beneficial Owner" means any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2009 Bonds, including persons holding Series 2009 Bonds through nominees or depositories.

"Disclosure Representative" means the City's Finance and Internal Services Director or his or her designee, or such other officer or employee as the City shall designate in writing to the Trustee from time to time.

"MSRB" means the Municipal Securities Rulemaking Board.

"National Repository" means any nationally recognized municipal securities information repository for purposes of the Rule.

"Participating Underwriter" means Stephens Inc.

"Repository" means each National Repository and the Arkansas State Repository.

"Specified Events" means each of the events with respect to the Series 2009 Bonds listed in subsection (e) above.

(i) A failure by the City to comply with the provisions of the Continuing Disclosure Agreement will not constitute an Event of Default under the Indenture, and the sole remedy in such an event shall be an action to compel specific performance. Nevertheless, such a failure to comply must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2009 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2009 Bonds.

UNDERWRITING

Under a bond purchase agreement entered into by and among the City and Stephens Inc. (the "Underwriter"), the Series 2009 Bonds are being purchased at a purchase price of \$ _____ (representing the stated principal amount of the Series 2009 Bonds less an underwriting discount of \$ _____) plus accrued interest from June 1, 2009 to the date of delivery of the Series 2009 Bonds. The bond purchase agreement provides that the Underwriter will purchase all of the Series 2009 Bonds if any are purchased. The obligation of the Underwriter to accept delivery of the Series 2009 Bonds is subject to various conditions contained in the bond purchase agreement, including the absence of pending or threatened litigation questioning the validity of the Series 2009 Bonds or any proceedings in connection with the issuance thereof, and the absence of material adverse changes in the financial condition of the System.

The Underwriter intends to offer the Series 2009 Bonds to the public initially at the offering prices as set forth on the cover page of this Official Statement, which offering prices (or bond yields establishing such offering prices) may subsequently change without any requirement of prior notice. The Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2009 Bonds to the public, and may offer the Series 2009 Bonds to such dealers and other underwriters at a price below the public offering price.

The City has agreed to indemnify the Underwriter against certain civil liabilities in connection with the offering and sale of the Series 2009 Bonds, including certain liabilities under federal securities laws.

TAX MATTERS

Federal Income Taxes.

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2009 Bonds is excludable from the gross income for federal income tax purposes. In addition, interest on the Series 2009 Bonds is not a specific preference item nor is it included in adjusted current earnings for purposes of the federal alternative minimum tax. The opinion described in the preceding sentence assumes the accuracy of certain representations and compliance by the City with certain covenants designed to satisfy the requirements of the Code that must be satisfied subsequent to the issuance of the Series 2009 Bonds. Failure to comply with certain of such requirements may cause interest on the Series 2009 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2009 Bonds. The City has covenanted to comply with such requirements.

The City has represented that it does not reasonably anticipate issuing greater than \$30,000,000 of tax-exempt obligations in calendar year 2009 (excluding certain private activity and refunding bonds) and that it has designated the Series 2009 Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Accordingly, Bond Counsel is of the opinion that in the case of certain banks, thrift institutions or other financial institutions owning the Series 2009 Bonds, a deduction is allowed for 80% of that portion of such institutions' interest expense allocable to interest on the Series 2009 Bonds. Bond Counsel has expressed no opinion with respect to any deduction for federal tax law purposes of interest on indebtedness incurred or continued by a holder of the Series 2009 Bonds or a related person to purchase or carry the Series 2009 Bonds.

Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2009 Bonds.

The accrual or receipt of interest on the Series 2009 Bonds may otherwise affect the federal income tax liability of the owners of the Series 2009 Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion

regarding any such consequences. Purchasers of the Series 2009 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of Social Security or Railroad Retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2009 Bonds.

Backup Withholding. As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Series 2009 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made after March 31, 2007 to any bondholder who fails to provide certain required information, including an accurate taxpayer identification number, to any person required to collect such information pursuant to Section 6049 of the Code. The new reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2009 Bonds from gross income for federal income purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

State Taxes.

Bond Counsel is of the opinion that, under existing law, the interest on the Series 2009 Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.

Changes in Federal and State Tax Law.

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the Series 2009 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2009 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular lawsuit will be resolved, or whether the Series 2009 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2009 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial authorities as of the date of issuance and delivery of the Series 2009 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

RATING

Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P"), has assigned a rating of ["__"] to the Series 2009 Bonds. Such rating reflects only the view of S&P at the time such rating was given. An explanation of the significance of the rating may be obtained from S&P. There is no assurance that such rating will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by S&P if in its judgment circumstances so warrant. Any downward revision or withdrawal of the rating may have an adverse effect on the market price of the Series 2009 Bonds.

Neither the City nor the Underwriter have undertaken any responsibility subsequent to the issuance of the Series 2009 Bonds to assure the maintenance of the rating or to oppose any revision or withdrawal of the rating. No application has been made to any rating agency other than S&P for a rating on the Series 2009 Bonds.

LEGAL MATTERS

Legal Opinions. Legal matters incident to the authorization and issuance of the Series 2009 Bonds are subject to the unqualified approving opinion of Kutak Rock LLP, Little Rock, Arkansas, Bond Counsel, a copy of whose approving opinion will be delivered with the Series 2009 Bonds. Certain legal matters will be passed upon for the City by its counsel, Kit Williams, Esq., City Attorney.

Litigation. There is no litigation pending seeking to restrain or enjoin the issuance or delivery of the Series 2009 Bonds or questioning or affecting the legality of the Series 2009 Bonds or the proceedings and authority under which the Series 2009 Bonds are to be issued, or questioning the right of the City to issue the Series 2009 Bonds.

Except as set forth in the following paragraph, there is no action, suit or proceeding known to be pending or threatened, restraining or enjoining the City in any way which could have a material adverse effect on the City or the System's financial affairs.

FINANCIAL STATEMENTS

The general purpose financial statements of the City at December 31, 2007 and for the year then ended, included herein as Appendix A, have been audited by BKD, LLP, independent certified public accountants, as set forth in their report dated July 23, 2008, which report is also included in Appendix A. The notes set forth in Appendix A are an integral part of the financial statements, and the statements and notes should be read in their entirety. Set forth in Appendix B to this Official Statement are the unaudited financial statements of the City's Water and Sewer Fund for the year ended December 31, 2008. Additional financial information concerning the City may be obtained from the City's Finance and Internal Services Director, City of Fayetteville, City Administration Building, 113 West Mountain, Fayetteville, Arkansas 72701.

MISCELLANEOUS

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or owners of any of the Series 2009 Bonds.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The information contained in this Official Statement has been taken from sources considered to be reliable, but is not guaranteed. To the best of the knowledge of the City, this Official Statement does not include any untrue statement of a material fact, nor does it omit the statement of any material fact required to be stated herein, or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading.

The execution and delivery of this Official Statement has been duly authorized by the City of Fayetteville, Arkansas.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

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APPENDIX A

AUDITED GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY FOR THE YEAR ENDED DECEMBER 31, 2007

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APPENDIX B

**UNAUDITED FINANCIAL STATEMENTS OF THE CITY'S
WATER AND SEWER FUND FOR THE YEAR ENDED
DECEMBER 31, 2008**

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APPENDIX C

Proposed Form of Bond Counsel Opinion

Kutak Rock LLP, Bond Counsel, will render an opinion with respect to the Series 2009 Bonds, dated the date of issuance and delivery thereof, in substantially the following form:

June __, 2009

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Bank of Oklahoma, N.A., as Trustee
Tulsa, Oklahoma

Stephens Inc.
Fayetteville, Arkansas

\$8,200,000*
City of Fayetteville, Arkansas
Water and Sewer System Revenue Bonds
Series 2009

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance and sale by the City of Fayetteville, Arkansas (the "City"), a political subdivision of the State of Arkansas, of its \$8,200,000* Water and Sewer System Revenue Bonds, Series 2009 (the "Bonds").

The Bonds are being issued pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 65 and Arkansas Code Annotated (1998 Repl. & Supp. 2005) §§14-164-401 *et seq.*, §§14-234-201 *et seq.* and §§14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), pursuant to Ordinance No. ____ of the City, duly adopted and approved on April __, 2008 (the "Authorizing Ordinance"), and pursuant to a Trust Indenture dated as of May 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 1, 2004, and by a Second Supplemental Trust Indenture dated as of June 1, 2009 (as amended and supplemented, the "Indenture"), by and between the City and Bank of Oklahoma, N.A., as trustee (the "Trustee"). Reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the conditions for the issuance of parity debt by the City, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the holders of the Bonds, and the terms upon which the Bonds are issued and secured.

Reference is made to an opinion of even date herewith of Kit Williams, Esq., City Attorney, a copy of which is on file with the Trustee, with respect, among other matters, to the status and valid existence of the City, the power of the City to adopt the Rate Ordinances and the Authorizing Ordinance and enter into and perform its obligations under the Indenture, the valid adoption of the Authorizing Ordinance and the due authorization, execution and delivery of the Indenture by the City, and with respect to the Indenture being enforceable upon the City.

* Preliminary; subject to change.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in the Authorizing Ordinance and the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a municipal corporation of the State of Arkansas. Pursuant to the Constitution and laws of the State of Arkansas, including, particularly, Amendment 65 and the Authorizing Legislation, the City is empowered to adopt the Authorizing Ordinance, to execute and deliver the Indenture, to perform the agreements on its part contained therein, and to issue the Bonds.
2. The Authorizing Ordinance has been duly adopted by the City and constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms.
3. The Indenture has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City enforceable upon the City in accordance with its terms.
4. The Bonds have been validly authorized, executed, issued and delivered by the City and represent valid and binding special obligations of the City. The principal, premium, if any, and interest on the Bonds shall be payable from, and shall be secured by an assignment and pledge by the City to the Trustee of, the Net Revenues (as defined in the Indenture) of the City's water and sewer system, subject to a parity pledge of Net Revenues securing (i) the City's Water and Sewer System Refunding Revenue Bonds, Series 2002B, (ii) the City's Water and Sewer System Refunding Revenue Bonds, Series 2004, and (iii) any Additional Bonds (as defined in the Indenture) issued hereafter.
5. The Net Revenues have been duly and validly assigned and pledged to the Trustee under the Indenture, and the Indenture creates, as security for the Bonds, a valid security interest in the Net Revenues. Under the laws of the State of Arkansas, including, particularly, Arkansas Code Annotated (2001 Repl. & 2005 Supp.) Section 4-9-109(d)(14), the pledge, assignment and security interest in the Net Revenues securing the Bonds is and shall be prior to any judicial lien hereafter imposed on said Net Revenues to enforce a judgment against the City on a simple contract, and it is not necessary to file a Uniform Commercial Code financing statement in order to perfect a security interest in said Net Revenues.
6. Interest on the Bonds is excluded from gross income for federal income tax purposes. In addition, interest on the Bonds is not a specific preference item nor is it included in adjusted current earnings for purposes of the federal alternative minimum tax. The opinions described in the preceding sentences assume the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended, that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to comply with such requirements. The Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, and, in the case of certain financial institutions (within the meaning of Section 25(b)(5) of the Code), a deduction is allowed for eighty percent (80%) of that portion of such financial institution's interest expense allocable to interest on the Bonds. We express no opinion regarding other federal tax consequences of holding the Bonds.
7. The interest on the Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.
8. The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended, in connection with the offer and sale of the Bonds.

It is to be understood that the rights of the registered owners of the Bonds and the enforceability of the Bonds, the Authorizing Ordinance and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

CITY OF FAYETTEVILLE, ARKANSAS

to

BANK OF OKLAHOMA, N.A.
as Trustee

SECOND SUPPLEMENTAL TRUST INDENTURE

Dated as of June 1, 2009

This Second Supplemental Trust Indenture supplements and amends a Trust Indenture dated as of May 1, 2002, as previously supplemented and amended by a First Supplemental Trust Indenture dated as of May 1, 2004, each by and between the City of Fayetteville, Arkansas and Bank of Oklahoma, N.A., as Trustee. The Trust Indenture, as supplemented and amended hereby, secures the City's (i) \$6,540,000 original principal amount of Water and Sewer System Refunding Revenue Bonds, Series 2002B, (ii) \$6,090,000 original principal amount of Water and Sewer System Refunding Revenue Bonds, Series 2004, and (iii) \$[8,500,000] original principal amount of Water and Sewer System Revenue Bonds, Series 2009.

Prepared by:

Kutak Rock LLP
124 West Capitol Avenue, Suite 2000
Little Rock, Arkansas 72201

SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE dated as of June 1, 2009, by and between the **CITY OF FAYETTEVILLE, ARKANSAS** (the "City"), a city of the first class organized under and existing by virtue of the laws of the State of Arkansas, and **BANK OF OKLAHOMA, N.A.**, as trustee (the "Trustee"), a national banking association organized under and existing by virtue of the laws of the United States of America and having its principal corporate trust office located in Tulsa, Oklahoma;

WITNESSETH:

WHEREAS, the City presently owns a public water and sewer utility system (which system, together with all capital improvements thereto, is herein collectively called the "System") serving the residents of the City and its environs; 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 (1998 Repl. & 2005 Supp.) Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Act"), to issue and sell its water and sewer revenue bonds and to expend the proceeds thereof to finance the costs of acquisition, construction, equipping, improving, maintaining, operating and repairing the System, and to refund any bonds issued under the Act or any bonds issued under other applicable legislation payable from and secured by a pledge of revenues derived from the System; and

WHEREAS, the City and the Trustee have entered into a Trust Indenture dated as of May 1, 2002, as previously amended and supplemented by a First Supplemental Trust Indenture dated as of May 1, 2004 (as amended and supplemented, the "Original Indenture"), pursuant to which (i) the City's Water and Sewer System Refunding Revenue Bonds, Series 2002A and Series 2002B (collectively, the "Series 2002 Bonds"), were issued in the original principal amount of \$9,270,000, and (ii) the City's Water and Sewer System Refunding Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), were issued in the original principal amount of \$6,090,000, each for the purpose of refunding certain outstanding bonds of the City previously issued to finance and refinance the cost of improvements to the System; and

WHEREAS, in order to secure sufficient funds to finance certain improvements to the System, to fund a debt service reserve and to pay legal and other expenses incidental to the issuance of water and sewer system refunding revenue bonds for such purposes, it has been determined appropriate and necessary that the City authorize the issuance of its \$[8,500,000] Water and Sewer System Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), pursuant to the provisions of the Constitution of the State of Arkansas and the Act, such Series 2009 Bonds to be payable solely from and secured by a pledge of the net revenues of the System on a parity with the pledge of System net revenues securing the Series 2002 Bonds and the Series 2004 Bonds; and [ADD INSURANCE PROVISIONS?]

WHEREAS, the conditions for the issuance of Additional Bonds, as set forth in the Original Indenture, have been satisfied; and

WHEREAS, the Series 2009 Bonds are to be dated, bear interest, mature and be subject to redemption as hereinafter in this Second Supplemental Trust Indenture set forth in detail; and

WHEREAS, the execution and delivery of this Second Supplemental Trust Indenture and the issuance of the Series 2009 Bonds have been in all respects duly and validly confirmed, authorized and approved by Ordinance No. _____ adopted and approved by the City Council of the City on April __, 2009; and

WHEREAS, all things necessary to make the Series 2009 Bonds, when authenticated by the Trustee and issued as in this Second Supplemental Trust Indenture provided, the valid, binding and legal obligations of the City according to the import thereof, and to constitute the Indenture (as defined below) a valid pledge of the Net Revenues (as defined in the Indenture) to the payment of the principal of, premium, if any, and interest on the Series 2002 Bonds, the Series 2004 Bonds, the Series 2009 Bonds and all Additional Bonds (as defined below), if any, to be issued on a parity therewith (the Series 2002 Bonds, the Series 2004 Bonds, the Series 2009 Bonds and such Additional Bonds are hereinafter referred to as the "Bonds"), have been done and performed, and the creation, execution and delivery of this Second Supplemental Trust Indenture and the creation, execution, issuance and delivery of the Series 2009 Bonds, subject to the terms hereof, have in all respects been duly authorized; and

WHEREAS, in order to make proper provision for the security of the Series 2009 Bonds, it is necessary that the Original Indenture be amended and supplemented as effected hereby;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

Section 1.01. It is understood and agreed that the provisions of the Original Indenture shall extend to and apply to the security and benefit of the Series 2009 Bonds and that the term "Bonds" as used in the Original Indenture is hereby recognized to include and shall be deemed to refer to (where applicable) the Series 2009 Bonds.

Section 1.02. Section 101 of the Original Indenture is hereby amended by adding thereto the following definitions (and by striking any definitions which are supplanted by the definitions set forth below):

"Additional Bonds" mean Bonds in addition to the Series 2002 Bonds, the Series 2004 Bonds and the Series 2009 Bonds which are issued under the provisions of Section 213 of this Indenture.

"Authorizing Ordinance" means (i) Ordinance No. 4381, adopted by the City on March 19, 2002, which authorized the issuance of the Series 2002 Bonds pursuant to this Indenture, (ii) Ordinance No. 4554, adopted by the City on April 6, 2004, which authorized the issuance of the Series 2004 Bonds pursuant to this Indenture, and (iii) Ordinance No. _____, adopted by the City on April __, 2009, which authorized the issuance of the Series 2009 Bonds pursuant to this Indenture.

"Bonds" mean the Series 2002 Bonds, the Series 2004 Bonds, the Series 2009 Bonds and all Additional Bonds issued by the City pursuant to this Indenture.

“Indenture” means this Trust Indenture dated as of May 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 1, 2004 and by a Second Supplemental Trust Indenture dated as of June 1, 2009, each by and between the City and the Trustee, pursuant to which the Bonds are issued, and any further amendments and supplements thereto.

“Series 2009 Bonds” means City of Fayetteville, Arkansas Water and Sewer System Revenue Bonds, Series 2009, issued under and secured by this Indenture in the aggregate principal amount of \$[8,500,000].

Section 2.01. Article II of the Original Indenture is hereby amended by adding at the end thereof the following sections:

“Section 221. Details of Series 2009 Bonds.

The Series 2009 Bonds (i) shall be designated “City of Fayetteville, Arkansas Water and Sewer System Revenue Bonds, Series 2009,” (ii) shall be in the aggregate principal amount of \$[8,500,000], (iii) shall be dated as of June 1, 2009, (iv) shall bear interest from such date at the rates hereinafter provided until paid, payable semiannually on February 15 and August 15 of each year, commencing August 15, 2009, (v) shall be issued in denominations of \$5,000 each, or any integral multiple thereof, (vi) shall be numbered from R09-1 upwards in order of issuance according to the records of the Trustee, and (vii) shall mature, unless sooner redeemed in the manner in this Indenture set forth, on August 15 in each of the years and in the amounts set forth in the following table, which table also sets forth the interest rates for the Series 2009 Bonds:

<u>Year</u> <u>(August 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013	\$	%
2014		
2015		
2016		
2017		
2018		
2019		
2020		

“Section 222. Form of Series 2009 Bonds. The Series 2009 Bonds shall be issued as registered Bonds without coupons. The Series 2009 Bonds and the Trustee’s certificate of authentication to be endorsed thereon shall be in substantially the form set forth in Exhibit A to this Second Supplemental Trust Indenture, with appropriate variations, insertions and omissions as permitted or required by the Indenture.”

“Section 223. Delivery of Series 2009 Bonds. Simultaneously with the delivery of the Series 2009 Bonds, the Trustee shall apply the proceeds thereof as follows:

- (a) The amount, if any, received as accrued interest on the Series 2009 Bonds, shall be deposited in the Series 2009 Account of the Bond Fund;

(b) An amount equal to \$_____, the Reserve Requirement with respect to the Series 2009 Bonds, shall be deposited in the Series 2009 Account of the Debt Service Reserve Fund;

(c) An amount equal to \$_____ shall be deposited in the Costs of Issuance Fund and shall be utilized for payment of Costs of Issuance of the Series 2009 Bonds pursuant to the written direction of the City; and

(d) The balance of said proceeds in the amount of \$_____ shall be deposited in the Series 2009 Account of the Construction Fund.”

Section 3.01. Section 301 of the Original Indenture is hereby amended and supplemented to read as follows:

“Section 301. Optional Redemption.

(a) The Series 2002B Bonds are subject to redemption prior to maturity, at the option of the City, on and after August 15, 2012, in whole at any time or in part in inverse order of maturity (and selected by the Trustee by lot within a maturity) on any interest payment date, from funds from any source, at a redemption price of 100% of the principal amount of the Series 2002B Bonds being redeemed, plus accrued interest to the date of redemption.

(b) The Series 2004 Bonds are subject to redemption prior to maturity, at the option of the City, on and after August 15, 2009, in whole at any time or in part in inverse order of maturity (and selected by the Trustee by lot within a maturity) on any interest payment date, from funds from any source, at a redemption price of 100% of the principal amount of the Series 2004 Bonds being redeemed, plus accrued interest to the date of redemption.

(c) The Series 2009 Bonds are subject to redemption prior to maturity, at the option of the City, in whole or in part at any time on and after April 15, 2004 (and if in part, in such maturity or maturities as the City shall elect), from funds from any source, at a redemption price of 100% of the principal amount of the Series 2009 Bonds being redeemed, plus accrued interest to the date of redemption.

(d) Following the Completion Date with respect to the Project, the Series 2009 Bonds are subject to redemption prior to maturity, at the option of the City, in whole or in part, on any interest payment date, in inverse order of maturity (and selected by the Trustee by lot within a maturity), at a redemption price of 100% of the principal amount of the Series 2009 Bonds being redeemed, plus accrued interest to the date of redemption, from moneys in the Construction Fund in excess of the amount needed to complete the Project.”

Section 4.01. Section 604 of the Original Indenture is hereby amended and supplemented to read as follows:

“Section 604. Balance in Construction Fund. On the applicable Completion Date, any balance then remaining in the Construction Fund (except for amounts retained by the Trustee for Costs of Construction not then due and payable, to remedy defects, or for seasonal completion) shall be disbursed by the Trustee in payment or reimbursement of any part of the Costs of Construction not theretofore paid or reimbursed to the City. Any portion of the balance then remaining in the Construction Fund (in excess of amounts, if any, retained by the Trustee as provided above) shall, at the option of the City (i) be transferred to the Bond Fund to pay principal and interest, as due, on the applicable series of Bonds from which such moneys were derived, (ii) be segregated by the Trustee and utilized for the redemption of the applicable series of Bonds from which such moneys were derived on the first date that such Bonds may be redeemed in accordance with the terms of Section 301 hereof, or (iii) be used for any other purpose authorized by the City, provided that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under the Act and will not adversely affect the exclusion from income for federal income tax purposes of interest on any of the Bonds. Until used for one or more of the foregoing purposes, such remaining amounts may be invested as permitted by this Indenture, but may not be invested, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from income for federal income tax purposes of interest on any of the Bonds, to produce a yield greater than the yield on the Bonds, all in accordance with Section 148 of the Code and the regulations promulgated thereunder.”

Section 5.01. Severability. (a) If any provisions of this Second Supplemental Trust Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

(b) The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Second Supplemental Trust Indenture contained shall not affect the remaining portions of this Second Supplemental Trust Indenture or any part thereof.

Section 5.02. Applicable Provisions of Law. This Second Supplemental Trust Indenture shall be considered to have been executed in the State of Arkansas and it is the intention of the parties that the substantive law of the State of Arkansas govern as to all questions of interpretation, validity and effect.

Section 5.03. Counterparts. This Second Supplemental Trust Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.04. Ratification of Original Indenture. As supplemented and amended hereby, the Original Indenture is hereby ratified and confirmed.

IN WITNESS WHEREOF, the City has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trust hereby created, the Trustee has caused these presents to be signed in its behalf by its duly authorized officers and its corporate seal to be hereto affixed.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

BANK OF OKLAHOMA, N.A.,
as Trustee

By: _____
Title:

ATTEST:

By: _____
Title:

(SEAL)

[SIGNATURE PAGE TO SECOND SUPPLEMENTAL TRUST INDENTURE]

EXHIBIT A TO SECOND SUPPLEMENTAL TRUST INDENTURE

Form of Series 2009 Bond

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by the authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R09-_____

\$ _____

**UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF FAYETTEVILLE, ARKANSAS
WATER AND SEWER SYSTEM
REVENUE BOND, SERIES 2009**

Interest Rate: _____%

Maturity Date: August 15, 20__

Date of Bond: June 1, 2009

CUSIP: 312693 _____

Registered Owner: CEDE & CO.

Principal Amount: _____ Dollars

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fayetteville, Arkansas, a municipality and political subdivision organized and existing by virtue of the laws of the State of Arkansas (the "City"), for value received, promises to pay to the Registered Owner shown above, or registered assigns, on the Maturity Date shown above, but solely from the source and in the manner hereinafter set forth, the Principal Amount shown above, and in like manner to pay interest on said amount from the date hereof until payment of such Principal Amount has been made or duly provided for, at the Interest Rate per annum shown above, such interest to be payable semiannually on February 15 and August 15 of each year, commencing on the February 15 or August 15 next succeeding the date of this bond shown above, except as the provisions hereinafter set forth with respect to redemption of this bond prior to maturity may become applicable hereto. The principal of and premium, if any, on this bond are payable in lawful money of the United States of America upon the presentation and surrender hereof at the principal corporate trust office of Bank of Oklahoma, N.A., Tulsa, Oklahoma, or its successor or successors, as trustee (the "Trustee"). So long as Cede & Co. or another nominee of DTC is the registered owner of this bond, payment of interest hereon shall be made by wire transfer of immediately available funds by the Trustee to the Registered Owner as of the first day of the calendar month in which such interest payment date

shall fall (the "Record Date"). At any time thereafter, payment of interest hereon shall be made by check or draft of the Trustee to the Registered Owner as of the applicable Record Date, at the owner's address as it appears on the bond registration books of the City kept by the Trustee.

This bond, designated "City of Fayetteville, Arkansas Water and Sewer System Revenue Bond, Series 2009," is one of a series of bonds in the aggregate original principal amount of \$[8,500,000] (the "Series 2009 Bonds"), issued for the purpose of acquiring, constructing and equipping improvements to the City's water and sewer system (the "Project"), establishing a debt service reserve for the Series 2009 Bonds, and paying expenses of issuing the Series 2009 Bonds. The Series 2009 Bonds are issued under and are secured and entitled to the protection given by a Trust Indenture dated as of May 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture dated as May 1, 2004, and by a Second Supplemental Trust Indenture dated as June 1, 2009 (as amended and supplemented, the "Indenture"), each duly executed and delivered by the City to the Trustee. The City has previously issued (i) its Water and Sewer System Refunding Revenue Bonds, Series 2002, in the aggregate original principal amount of \$9,270,000 (the "Series 2002 Bonds"), and (ii) its Water and Sewer System Refunding Revenue Bonds, Series 2004, in the aggregate original principal amount of \$6,090,000 (the "Series 2004 Bonds"), under the provisions of the Indenture.

The Series 2009 Bonds are not general obligations of the City, but are limited and special obligations payable solely from and secured by a pledge of the net revenues (the "Net Revenues") of the City's water and sewer system (the "System"), as specified in, and in accordance with the provisions of, the Indenture. The Series 2009 Bonds are secured by a pledge of the Net Revenues on a parity basis with the pledge of Net Revenues securing the Series 2002 Bonds and the Series 2004 Bonds.

The Indenture provides that the City may hereafter issue Additional Bonds from time to time under certain terms and conditions contained in the Indenture and, if issued, such Additional Bonds will rank on a parity of security with the Series 2002 Bonds, the Series 2004 Bonds and the Series 2009 Bonds and be equally and ratably secured by and entitled to the protection of the Indenture. Reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City, the Trustee and the registered owners of the Series 2009 Bonds, and the terms upon which the Series 2009 Bonds are issued and secured.

The Series 2009 Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution and Arkansas Code Annotated (1998 Repl. & Supp. 2005) §§14-164-401 *et seq.*, §§14-234-201 *et seq.* and §§14-235-201 *et seq.* (collectively, and as from time to time amended, the "Act"), and pursuant to Ordinance No. _____ of the City adopted on April __, 2009. The Series 2009 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

Provision has been made in the Indenture for the creation or maintenance of a Revenue Fund, an Operation and Maintenance Fund, a Bond Fund (and for the payment into the Bond Fund of sufficient amounts of Net Revenues to pay the principal of and premium, if any, and interest on the Series 2009 Bonds when due), a Debt Service Reserve Fund, a Construction Fund

and a Renewal and Replacement Fund. The City covenants in the Indenture to always maintain rates for System services which will produce Net Revenues (gross revenues of the System less all reasonable and necessary costs and expenses incurred in the operation, maintenance, repair and insuring of the System) in each fiscal year at least equal to 125% of the average annual debt service on all outstanding indebtedness of the City secured by System revenues, plus the amount, if any, required to be deposited into the Debt Service Reserve Fund and any debt service reserve fund established with respect to outstanding indebtedness of the City secured by System revenues, and plus the amount, if any, required to make deposits to the Renewal and Replacement Fund. Reference is hereby made to the Indenture for the details of the rate covenant. The Series 2009 Bonds shall never constitute an obligation or charge against the general credit or taxing powers of the City.

The holder of this Series 2009 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2002 Bonds, the Series 2004 Bonds, the Series 2009 Bonds and Additional Bonds, if any, issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Series 2009 Bonds are subject to redemption prior to maturity, at the option of the City, in whole or in part at any time on and after April 15, 2014 (and if in part, in such maturity or maturities as the City shall elect), from funds from any source, at a redemption price of 100% of the principal amount of the Series 2009 Bonds being redeemed, plus accrued interest to the date of redemption.

Following the completion of the Project, the Series 2009 Bonds are subject to redemption prior to maturity, at the option of the City, in whole or in part, on any interest payment date, in inverse order of maturity (and selected by the Trustee by lot within a maturity), at a redemption price of 100% of the principal amount of the Series 2009 Bonds being redeemed, plus accrued interest to the date of redemption, from moneys in the Construction Fund in excess of the amount needed to complete the Project.

This Series 2009 Bond may be transferred on the books of registration kept by the Trustee by the registered owner or by his duly authorized attorney upon surrender hereof, together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney.

The Series 2009 Bonds are issuable as registered bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, Series 2009 Bonds may be exchanged for a like aggregate principal amount of Series 2009 Bonds of other authorized denominations.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on any of the Series 2009 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Series 2009 Bonds or the Indenture against any past, present or future alderman, officer or employee of the City, or any successor, as such, either directly or through the City or any successor of the City, 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 alderman, officer or employee as such is hereby expressly waived and released as a condition of and consideration for the issuance of any of the Series 2009 Bonds.

The City has designated the Series 2009 Bonds as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, dealing generally with the deductibility of a financial institution's interest expense which is allocable to tax-exempt interest.

This Series 2009 Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Series 2009 Bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the Series 2009 Bonds, together with all obligations of the City, does not exceed any constitutional or statutory limitation; and that the revenues pledged to the payment of the principal of and premium, if any, and interest on the Series 2009 Bonds as the same become due and payable will be sufficient in amount for that purpose.

This Series 2009 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas has caused this Series 2009 Bond to be executed by its Mayor and City Clerk, thereunto duly authorized (by their manual or facsimile signatures), and its corporate seal to be affixed or imprinted hereon, all as of the date hereof shown above.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(S E A L)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2009 Bonds of the issue described in and issued under the provisions of the within mentioned Indenture.

Attached hereto is the complete text of the opinion of Kutak Rock LLP, a signed original of which is on file with the undersigned, delivered and dated the date of the original delivery of and payment for the Series 2009 Bonds.

BANK OF OKLAHOMA, N.A.,
as Trustee

By: _____
Authorized Signature

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, _____, hereby sells, assigns, and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATE: _____, 20__.

Transferor

GUARANTEED BY:

NOTICE: Signature(s) must be guaranteed by an institution satisfactory to the Trustee or other transfer agent.



Added at the
City Council Meeting
4-21-09

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

To: Mayor Jordan, City Council
From: Jeremy Pate, Director of Development Services
Date: 21 April 2009
Subject: Rezoning – Mulch Disposal Site

In a Special City Council meeting on 16 April 2009, the City Council approved Resolution 83-09, awarding a contract with International Equipment Distributors (IED) to dispose of the mulch remaining from the 2009 Ice Storm Debris Clean-up. In the bids submitted, contractors selected sites which would meet the needs of the operation for removal, re-mulching and shipping of the mulch to end users. The site to be utilized by the contractor selected by the City is approximately 0.8 miles east of Hwy 71B, south of Willoughby Road. The property is zoned R-A, Residential Agricultural, and is currently not being utilized.

The zoning required for this use is I-2, General Industrial. As discussed at the Special City Council meeting, it is necessary to rezone this site from R-A to I-2 in order to authorize the intended use; a mulch disposal operation site. It is the understanding of staff that the rezoning of the property is solely requested to fulfill the terms of the contract for the mulch disposal operation related to the ice storm debris clean-up and as such, staff will recommend the property to be rezoned back to the original R-A, Residential Agricultural immediately upon the completion of the operation, as determined by the City of Fayetteville.

In accordance with the discussion of the City Council and staff at the Special City Council meeting, attached is an ordinance and exhibit for your consideration.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY IDENTIFIED AS PARCELS 765-15560-000 AND 765-15560-001, FOR APPROXIMATELY 15.2 ACRES, LOCATED SOUTH OF WILLOUGHBY ROAD AND 0.8 MILES EAST OF HWY 71B FROM R-A, RESIDENTIAL AGRICULTURAL TO I-2, GENERAL INDUSTRIAL.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the zone classification of the following described property is hereby changed as follows:

From R-A, Residential Agricultural to I-2, General Industrial as shown on Exhibit "A" attached hereto and made a part hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this day of , 2009.

APPROVED:

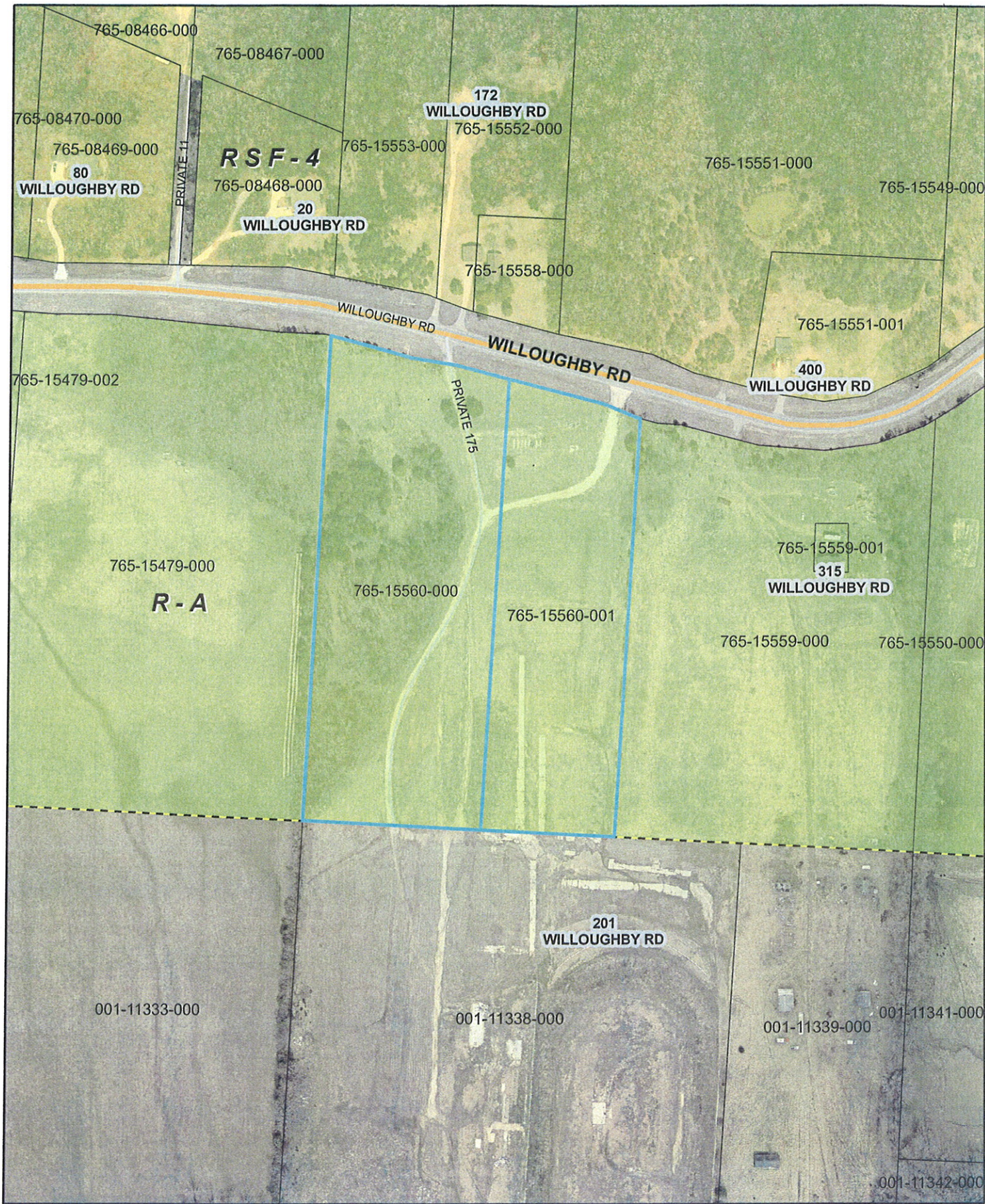
ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

REZONING - MULCH DISPOSAL SITE

"Exhibit A"



Arkansas Democrat Gazette

NORTHWEST ARKANSAS EDITION

Northwest Arkansas Times
Benton County Daily Record
P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6421

RECEIVED

APR 01 2009

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

AFFIDAVIT OF PUBLICATION

I, Cathy Wiles, do solemnly swear that I am Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of: City of Fayetteville Public Notice

March 27, 2009

Publication Charge : \$43.04

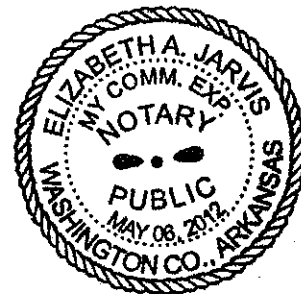
Signed: Cathy Wiles

Subscribed and sworn to before me
This 31 day of March, 2009.

Notary Public Elizabeth A. Jarvis

My Commission Expires: May 6, 2012

Do not pay from Affidavit, an invoice will be sent



RECEIVED

APR 01 2009

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Public Hearing Notice

Notice is hereby given that a Public Hearing on the question of the issuance of the Series 2009 Water and Sewer Revenue Bonds in the approximate amount of \$8.5 million has been scheduled before the City Council of the City of Fayetteville for April 7, 2009 at 6:00 pm in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

Fayetteville
ARKANSAS

The proceeds of the proposed Bonds will be used (i) to finance and reimburse the costs of various improvements to the System, including, but not limited to, the relocation, installation and upgrading of certain water distribution and sewer collection lines and related System components in conjunction with road construction projects within the City (including the widening of State Highway 265); (ii) to fund a debt service reserve; (iii) to pay the premium for bond insurance, if deemed economically beneficial; and (iv) to pay the costs of issuing the Bonds.

ORIGINAL

Public Hearing Notice

Notice is hereby given that a Public Hearing on the question of the issuance of the Series 2009 Water and Sewer Revenue Bonds in the approximate amount of \$8.5 million has been scheduled before the City Council of the City of Fayetteville for April 7, 2009 at 6:00 pm in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

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Put w/
4/21/09
Ordinance

9/

DRAFT

Public Hearing Notice

Notice is hereby given that an open Public Hearing on the question of the issuance of the Series 2009 Water and Sewer Revenue Bonds in the approximate amount of \$8.5 million has been scheduled before the City Council of the City of Fayetteville for April 7, 2009 at 6:00 pm in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

The proceeds of the proposed Bonds will be used (i) to finance and reimburse the costs of various improvements to the System, including, but not limited to, the relocation, installation and upgrading of certain water distribution and sewer collection lines and related System components in conjunction with road construction projects within the City (including, specifically, but not limited to, the widening of State Highway 265), (ii) to fund a debt service reserve, (iii) to pay the premium for bond insurance, if deemed economically beneficial, and (iv) to pay the costs of issuing the Bonds.

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 21, 2009**

A meeting of the Fayetteville City Council will be held on April 21, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Agenda Session Presentations:

1. Economic Summit Update – Don Marr, Chief of Staff

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

A. Consent:

1. Approval of the April 7, 2009 City Council meeting minutes.
2. **Bid # 09-27 Landers McLarty Ford:** A resolution to award a bid to Landers McLarty Ford in the amount of \$18,150.75 for the purchase of one 2009 Ford Ranger 4x4 Super Cab pickup truck.
3. **Bid # 09-28 Landers McLarty Ford:** A resolution to award a bid to Landers McLarty Ford in the amount of \$15,041.75 for the purchase of one Ford Ranger pickup.

4. **Bid # 09-29 Lewis Ford Sales:** A resolution to approve the purchase of two cab and chassis utility body trucks from low bidder Lewis Ford Sales in a total amount of \$91,962.00.
5. **Ground Zero Construction, Inc.:** A resolution to award to the low bidder, Ground Zero Construction, Inc. a contract for construction of drainage improvements and sidewalks for Missouri Creek and Rolling Hills Drive in the amount of \$135,018.00 plus a contingency in the amount of \$20,252.00.
6. **Kid's ID Print Program:** A resolution to thank Sam's Club for its \$1,000.00 contribution to fund the Kid's ID Print Program, to accept this grant and to approve a budget adjustment to recognize this revenue.
7. **State Forfeiture Revenue:** A resolution to approve a budget adjustment in the amount of \$21,118.00 to recognize state forfeiture revenue derived primarily from the Fourth Judicial Task Force and DEA.
8. **Federal Forfeiture Revenue:** A resolution to approve a budget adjustment to recognize \$812.00 in revenue as the result of federal forfeitures by the Fourth Judicial Task Force and DEA.
9. **Bronze Sculpture Manhole Cover Donation:** A resolution to thank Hershey and Denise Garner and to accept their donated sculptured bronze manhole cover for a storm sewer at the Blair Library.
10. **EPA Wetlands Program Development Grant:** A resolution authorizing the Mayor to apply for an EPA Region 6 Wetland Program Development Grant in the amount of \$250,000.00 for a stream restoration project through Sweetbriar Park and surrounding areas.

B. Unfinished Business:

1. **RZN 08-3084 (Candlelight Place):** An ordinance rezoning that property described in rezoning petition RZN 08-3084, for approximately 0.94 acres, located at the southeast corner of Gregg Avenue and Ash Street from RSF-4, Residential Single-Family, 4 units per acre, to RMF-24, Residential Multi-Family, 24 units per acre. *This ordinance was left on the First Reading at the October 21, 2008 City Council meeting and Tabled to the November 6, 2008 City Council meeting. This ordinance was left on the Second Reading at the November 6, 2008 City Council meeting and Tabled Indefinitely.*

This ordinance was left on the Third Reading at the March 3, 2009 City Council meeting and Tabled to the April 21, 2009 City Council meeting.

2. **Fayette Junction Master Plan:** A resolution to adopt the Fayette Junction Master Plan vision document and Illustrative Master Plan.

This resolution was Tabled at the April 7, 2009 City Council meeting to the April 21, 2009 City Council meeting.

3. **ADM 09-3219 Amend Chapter 166:** An ordinance amending the Unified Development Code subsection 166.12: Structures Not Allowed Over Public Easements, to clarify what types of structures are permitted in easements, and to establish consistent guidelines for the installation of structures in easements.

This ordinance was left on the Second Reading at the April 7, 2009 City Council meeting.

C. Public Hearing:

1. **Ozark Theatre Limited Partnership Condemnation:** A resolution to authorize the City Attorney to seek condemnation of property at 70 North College Avenue owned by Ozark Theatre Limited Partnership.

D. New Business:

1. **Child Abuse Prevention Month:** A resolution declaring April to be “Child Abuse Prevention Month” in the City of Fayetteville.
2. **Arkansas Western Gas Company:** A resolution to approve and certify the participation of Arkansas Western Gas Company in the Arkansas tax back program and to agree to authorize DF&A to refund city sales tax back to Arkansas Western Gas Company.
3. **Tennant/Samples De-annexation:** An ordinance concurring with Farmington ordinance No. 2009-05, providing for the voluntary detachment of certain lands from the City of Fayetteville, and attaching said lands to the City of Farmington.
4. **2009 Water and Sewer Revenue Bonds:** An ordinance authorizing the issuance and sale of not to exceed \$8,500,000 of Water and Sewer System Revenue Bonds, Series 2009, by the City of Fayetteville, Arkansas for the purpose of financing improvements to the City’s Water and Sewer System; authorizing the execution and delivery of a second supplemental trust indenture pursuant to which the Series 2009 Bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the Series 2009 Bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the Series 2009 Bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

Agenda Additions:

Announcements:

1. **City Council Tour: April 20, 2009**

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

City of Fayetteville Staff Review Form

A. 2
 Bid # 09-27 Landers McLarty Ford
 Page 1 of 6

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

4/21/2009

City Council Meeting Date
 Agenda Items Only

Dennis Pratt / Barbara Olsen
 Submitted By

Fleet Operations
 Division

Transportation
 Department

Action Required:

A resolution awarding Bid #09-27 to Lander's McLarty Ford of Bentonville, AR in the amount of \$18,150.75 for the purchase of one compact 4 x 4 pickup truck for use by the Airport.

\$ 18,151.00
 Cost of this request

\$ 550,275.00
 Category / Project Budget

Light/Medium Utility Vehicles
 Program Category / Project Name

9700.1920.5802.00
 Account Number

\$ 185,778.00
 Funds Used to Date

Vehicles and Equipment
 Program / Project Category Name

02078.2009
 Project Number

\$ 364,497.00
 Remaining Balance

Shop Fund
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

[Signature] 4-3-09
 Department Director Date

Previous Ordinance or Resolution # _____

[Signature] 4-3-09
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becher 4-3-09
 Finance and Internal Services Director Date

Received in City Clerk's Office
 ENTERED 4-3-09 [Signature]

[Signature] 4/4/09
 Chief of Staff Date

Received in Mayor's Office
 ENTERED 4/3/09 [Signature]

[Signature] 4/4/09
 Mayor Date

Comments:



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701
(479) 444-3495 FAX (479) 444-3425



McLarty Ford

Interdepartmental Correspondence

TO: MAYOR/CITY COUNCIL

THRU: TERRY GULLEY, DIRECTOR OF TRANSPORTATION

FROM: DENNIS PRATT, FLEET OPERATIONS SUPT.

DATE: April 2, 2009

SUBJECT: Purchase of one compact 4 x 4 pickup truck

RECOMMENDATION: That City Council approve the purchase of one compact 4 x 4 pickup truck in the amount of \$18,150.75 for use by the Airport .

BACKGROUND: Bid #09-27 was opened on March 19th, 2009 for two 4 x 4 compact pickup trucks. Six bid responses were received. A detailed tabulation sheet is attached. One truck will be purchased for use by the Airport.

The low bid from Lander's McLarty Ford of Bentonville, AR meets all specifications.

I recommend acceptance of the low bid from Lander's McLarty Ford in the amount of \$18,150.75.

This replacement truck was budgeted for and approved in the 2009 capital and operating budgets. This unit will replace #279 at the Airport – a 1996 Ford Ranger 4 x 4 that is used to drive the light lanes in the forest around the Airport for maintenance checks on the airport lights.

Funds are available for this purchase in project 02078.2009 – Light/Medium Trucks.

This purchase was approved by the Equipment Committee on April 1, 2009.

RESOLUTION NO. _____

A RESOLUTION TO AWARD A BID TO LANDERS MCLARTY
FORD IN THE AMOUNT OF \$18,150.75 FOR THE PURCHASE
OF ONE 2009 FORD RANGER 4x4 SUPER CAB PICKUP TRUCK

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards the
low bid of \$18,150.75 to Landers McLarty Ford for the purchase of one 2009 Ford Ranger 4x4
Super Cab pickup truck.

PASSED and **APPROVED** this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

BID: 09-27
3/18/2009
3:00 PM
CITY OF FAYETTEVILLE



Bid 09-27, Compact Truck

BIDDER	Manufacturer	Model	Price Each	Qty	Total Bid Price
1 Chevrolet/Hummer of Fayetteville	Chevy	Colorado	\$21,997.00	2	\$43,994.00
2 Golden Circle Ford	2009 Ford	Ranger	\$19,857.00	2	\$39,714.00
3 Landers Ford Lincoln Mercury	Ford	Ranger	\$18,449.00	2	\$36,898.00
4 Landers McLarty Ford	2009 Ford	Ranger 4x4 Super Cab	\$18,150.75	2	\$36,301.50
5 Lewis Ford Sales, Inc.	Ford	Ranger	\$18,379.00	2	\$36,758.00
6 Riser Ford	Ford	Ranger	\$19,762.75	2	\$39,525.50

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: A. Foren
A. FOREN, PURCH AGENT

John Star
WITNESS

3/18/09
DATE



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

Bid # 09-27 Landers McLarty Ford

Page 5 of 6

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Bobby Ferrell, Chairman
Shirley Lucas
Adella Gray
Matthew Petty
Kyle Cook

FROM: DENNIS PRATT, Fleet Operations Superintendent

DATE: MARCH 25, 2009

SUBJECT: PURCHASE OF TWO COMPACT PICKUPS, 4 X 4

Bid 09-27 was opened on March 19th, 2009 for two 4 x 4 compact pickup trucks. Six bid responses were received. A detailed tabulation sheet is attached. One truck is for use by the Airport, the other is for Meter Division.

The low bid from Lander's McLarty Ford of Bentonville, AR meets all specifications.

I recommend acceptance of the low bid from Lander's McLarty Ford in the amount of \$18,150.75 each.

These replacement trucks were budgeted for and approved in the 2009 capital and operating budgets. One unit will replace #279 at the Airport – a 1996 Ford Ranger 4 x 4 that is used to drive the light lanes in the forest around the Airport for maintenance checks on the airport lights. The second unit will replace #2040 for Meter Division – a 4 x 4 for Meter will keep the ratio of 4x4 to 2x4 trucks equal. Management and the Equipment Committee previously decided that Meter should have 50% 4x4 and 50% 2x4 trucks.

Funds are available for this purchase in project 02078.2009 – Light/Medium Trucks.

Cc: Terry Gulley

Unanimously approved.

Airport unit approved.

*Meter unit approved as a 2x4
for \$15041.75.*

BOlsen 4-1-09

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.: _____ Date: **Bid # 09-27 Landers McLarty Ford**
 P.O Number: _____ Page 6 of 6
 Expected Delivery Date: _____

Vendor #: **14257** Vendor Name: **Lander's McLarty Ford** Mail Yes: _____

Address: _____ Fob Point: _____ Taxable Yes: _____ No: **X** Quotes Attached Yes: _____ No: _____

City: _____ State: _____ Zip Code: _____ Ship to code: **50** Division Head Approval: _____

Requester: **BARBARA OLSEN** Requester's Employee #: **1940** Extension: **485**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2009 FORD RANGER 4X4 EXTENDED CAB	1	EA	18,150.75	\$18,150.75	9700.1920.5802.00	02078.2009		
2	PER BID #09-27. TO BE UNIT #2135, FIXED				\$0.00				
3	ASSET #702135.				\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: **\$18,150.75**
 Tax: EXEMPT
 Total: **\$18,150.75**

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____
 Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____
 Dispatch Manager: _____ Utilities Manager: _____ Other: _____

City of Fayetteville Staff Review Form

A. 3
 Bid # 09-28 Landers McLarty Ford
 Page 1 of 6

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

4/21/2009

City Council Meeting Date
 Agenda Items Only

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution awarding Bid #09-28 to Lander's McLarty Ford of Bentonville, AR in the amount \$15,041.75 for the purchase of one compact 2 x 4 extended cab pickup truck for use by Building Safety Division.

\$ 15,042.00

Cost of this request

\$ 550,275.00

Category / Project Budget

Light/Medium Utility Vehicles

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ 203,929.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02078.2009

Project Number

\$ 346,346.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐
2 Bully
 Department Director

4-3-09
 Date

Previous Ordinance or Resolution # _____

Karl
 City Attorney

4-3-09
 Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becker
 Finance and Internal Services Director

4-3-2009
 Date

 Received in City
 Clerk's Office

 ENTERED
 4-3-09

Ann Muen
 Chief of Staff

4/4/09
 Date

 Received in
 Mayor's Office

 ENTERED
 4/3/09

Donald Jordan
 Mayor

4/6/09
 Date

Comments:



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701
(479) 444-3495 FAX (479) 444-3425



McLarty Ford

Interdepartmental Correspondence

TO: MAYOR/CITY COUNCIL

THRU: TERRY GULLEY, DIRECTOR OF TRANSPORTATION

FROM: DENNIS PRATT, FLEET OPERATIONS SUPT.

DATE: April 2, 2009

SUBJECT: Purchase of one compact 2 x 4 pickup trucks

RECOMMENDATION: That City Council approve the purchase of one compact 2 x 4 pickup truck in the amount of \$15,041.75.

BACKGROUND: Bid #09-28 was opened on March 19th, 2009 for one 2 x 4 compact pickup truck. Six bid responses were received. A detailed tabulation sheet is attached. This truck is for use by Building Safety Division.

The low bid from Lander's McLarty Ford of Bentonville, AR meets all specifications.

I recommend acceptance of the low bid from Lander's McLarty Ford in the amount of \$15,041.75.

This replacement truck was budgeted for and approved in the 2009 capital and operating budgets. It will replace #2023 in Building Safety – a 1999 Ford Ranger with 100,000 miles that is no longer dependable for daily use. An extended cab was specified as the extra space is needed for code books and testing equipment.

Funds are available for this purchase in project 02078.2009 – Light/Medium Trucks.

RESOLUTION NO. _____

A RESOLUTION TO AWARD A BID TO LANDERS MCLARTY
FORD IN THE AMOUNT OF \$15,041.75 FOR THE PURCHASE
OF ONE FORD RANGER PICKUP

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards the
low bid of \$15,041.75 to Landers McLarty Ford for the purchase of one 2009 Ford Ranger Super
Cab pickup truck.

PASSED and **APPROVED** this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

BID: 09-28
3/18/2009
3:00 PM
CITY OF FAYETTEVILLE



Bid 09-28, Compact Truck - Extended Cab

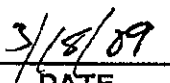
BIDDER	Manufacturer	Model	Total Price
1 Chevrolet/Hummer of Fayetteville	Chevy	Ex-Cab Colorado	\$18,997.00
2 Golden Circle Ford	2009 Ford	Ranger	\$17,547.00
3 Landers Ford Lincoln Mercury	Ford	Ranger	\$16,675.00
4 Landers McLarty Ford	2009 Ford	Ranger 4x2 Super Cab	\$15,041.75
5 Lewis Ford Sales, Inc.	Ford	Ranger	\$15,987.00
6 Riser Ford	Ford	F-150	\$20,270.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:


A. FOREN, PURCH AGENT


WITNESS


DATE



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

Landers McLarty Ford

Page 5 of 6

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Bobby Ferrell, Chairman
Shirley Lucas
Adella Gray
Matthew Petty
Kyle Cook

FROM: DENNIS PRATT, Fleet Operations Superintendent

DATE: MARCH 25, 2009

SUBJECT: PURCHASE OF ONE COMPACT PICKUP, 2 X 4

Bid 09-28 was opened on March 19th, 2009 for one 2 x 4 compact pickup truck. Six bid responses were received. A detailed tabulation sheet is attached. This truck is for use by Building Safety Division.

The low bid from Lander's McLarty Ford of Bentonville, AR meets all specifications.

I recommend acceptance of the low bid from Lander's McLarty Ford in the amount of \$15,041.75.

This replacement truck was budgeted for and approved in the 2009 capital and operating budgets. It will replace #2023 in Building Safety – a 1999 Ford Ranger with 100,000 miles that is no longer dependable for daily use. An extended cab was specified as the extra space is needed to code books and testing equipment.

Funds are available for this purchase in project 02078.2009 – Light/Medium Trucks.

Cc: Terry Gulley

*Unanimously
approved.*

BOlsen 4-1-09

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.: **09-28 Landers McLarty Ford**P.O Number: **Page 6 of 6**

Expected Delivery Date:

Vendor #: **14257** Vendor Name: **LANDER'S MCLARTY FORD** Mail Yes: ☐

Address: Fob Point: Taxable Yes: ☐ No: ☒ Quotes Attached Yes: ☐ No: ☐

City: State: Zip Code: Ship to code: **50** Divison Head Approval:

Requester: **BARBARA OLSEN** Requester's Employee #: **1940** Extension: **485**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2009 FORD RANGER EXTENDED CAB 2 X 4	1	EA	15,041.75	\$15,041.75	9700.1920.5802.00	02078.2009		
2	PER BID SPECS 09-28, TO BE UNIT #2137,				\$0.00				
3	FIXED ASSET #702137				\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
+	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: **\$15,041.75**

Tax: EXEMPT

Total: **\$15,041.75**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

A. 4
 Bid # 09-29 Lewis Ford Sales
 Page 1 of 6

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

4/21/2009

City Council Meeting Date
 Agenda Items Only

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution awarding Bid #09-29 to Lewis Ford Sales of Fayetteville, AR in the amount of \$91,962 for the purchase of two cab and chassis utility body trucks for use by Water and Sewer Division.

\$ 91,962.00

Cost of this request

\$ 550,275.00

Category / Project Budget

Light/Medium Utility Vehicles

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ 218,971.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02078.2009

Project Number

\$ 331,304.00

Remaining Balance

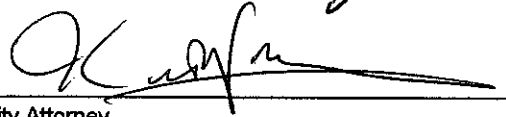
Shop Fund

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

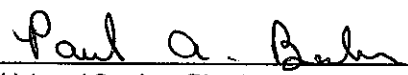
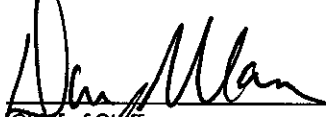
 Department Director
4-3-09
Date

Previous Ordinance or Resolution # _____


 City Attorney
4-3-09
Date

Original Contract Date: _____

Original Contract Number: _____


 Finance and Internal Services Director
4-3-09
DateReceived in City
Clerk's OfficeENTERED
4-3-09
LH

 Chief of Staff
4/4/09
DateReceived in
Mayor's OfficeENTERED
4/3/09
JH

 Mayor
4/4/09
Date

Comments:



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701
(479) 444-3495 FAX (479) 444-3425



Lewis Ford Sales

Interdepartmental Correspondence

TO: MAYOR/CITY COUNCIL

THRU: TERRY GULLEY, DIRECTOR OF TRANSPORTATION

FROM: DENNIS PRATT, FLEET OPERATIONS SUPT.

DATE: April 2, 2009

SUBJECT: Purchase of two cab and chassis utility body trucks

RECOMMENDATION: That City Council approve the purchase of two cab and chassis utility body trucks in the amount of \$91,962 for use by Water and Sewer Division.

BACKGROUND: Bid #09-29 was opened on March 19th, 2009 for two cab and chassis utility body trucks. Six bid responses were received. A detailed tabulation sheet is attached. These trucks are for use by Water and Sewer Division.

The low bid from Lewis Ford Sales of Fayetteville, AR meets all specifications.

I recommend acceptance of the low bid from Lewis Ford Sales in the amount of \$45,981.00 each.

These replacement trucks were budgeted for and approved in the 2009 capital and operating budgets. They will replace unit #332 – a 2002 Ford with over 117,000 miles and #335 – a 2002 Ford with over 136,000 miles that are no longer dependable for daily use.

Funds are available for this purchase in project 02078.2009 – Light/Medium Trucks.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE PURCHASE OF TWO CAB AND CHASSIS UTILITY BODY TRUCKS FROM LOW BIDDER LEWIS FORD SALES IN A TOTAL AMOUNT OF \$91,962.00

WHEREAS, two seven year old trucks used over 117,000 and 136,000 miles respectively are no longer dependable for daily use and need to be replaced; and

WHEREAS, Lewis Ford Sales of Fayetteville met all the specifications and submitted the lowest and best bid.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of two cab and chassis utility body trucks from low bidder Lewis Ford Sales in a total amount of \$91,962.00.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

BID: 09-29
 3/18/2009
 3:00 PM
 CITY OF FAYETTEVILLE



Bid 09-29, Extended Cab and Chassis with Utility Truck Body

BIDDER	Manufacturer	Model	Price Each	Qty	Total Bid Price
1 Golden Circle Ford					
Item 1	2009 Ford	F550	\$37,693.00	2	\$75,386.00
Item 2	Reading	US132ABDW-PC Custom Service Body	\$9,434.00	2	\$18,868.00
					<u>\$94,254.00</u>
2 Landers Ford Lincoln Mercury					
Item 1	Ford	F550	\$37,175.00	2	\$74,350.00
Item 2	RKI	LT 84 DW 1294	\$12,207.00	2	\$24,414.00
					<u>\$98,764.00</u>
3 Landers McLarty Ford					
Item 1	Ford 2009	F550 Super Cab	\$37,866.85	2	\$75,733.70
Item 2	Reading	US132ABDW-PC Custom Service Body	\$9,433.22	2	\$18,866.44
					<u>\$94,600.14</u>
4 Lewis Ford Sales, Inc.					
Item 1	Ford	F-550	\$35,511.00	2	\$71,022.00
Item 2	Reading	US132ABDW	\$10,470.00	2	\$20,940.00
			\$45,981.00		<u>\$91,962.00</u>
5 Riser Ford					
Item 1	Ford	F-550	\$38,008.85	2	\$76,017.70
Item 2	Reading	US132ABDW-PC Custom Service Body	\$9,433.22	2	\$18,866.44
					<u>\$94,884.14</u>
6 Utility Truck Equipment Company					
Item 1	Ford	2009 F550 4x4	\$38,768.00	2	\$77,536.00
Item 2	Knapheide	7132D54J	\$13,575.00	2	\$27,150.00
					<u>\$104,686.00</u>

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

A. Foren
 A. FOREN, PURCH AGENT

WITNESS

DATE

3/18/09



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

Page 5 of 6
Bid 09-29 Lewis Ford Sales

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Bobby Ferrell, Chairman
Shirley Lucas
Adella Gray
Matthew Petty
Kyle Cook

FROM: DENNIS PRATT, Fleet Operations Superintendent

DATE: MARCH 25, 2009

SUBJECT: PURCHASE OF TWO CAB & CHASSIS UTILITY BODY TRUCKS

Bid 09-29 was opened on March 19th, 2009 for two cab and chassis utility body trucks. Six bid responses were received. A detailed tabulation sheet is attached. These trucks are for use by Water and Sewer Division.

The low bid from Lewis Ford Sales of Fayetteville, AR meets all specifications.

I recommend acceptance of the low bid from Lewis Ford Sales in the amount of \$45,981.00 each.

These replacement trucks were budgeted for and approved in the 2009 capital and operating budgets. They will replace unit #332 – a 2002 Ford with over 117,000 miles and #335 – a 2002 Ford with over 136,000 miles that are no longer dependable for daily use.

Funds are available for this purchase in project 02078.2009 – Light/Medium Trucks.

Cc: Terry Gulley

*Unanimously
approved.*

Baker 4-7-09

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date:	Bid # 09-29 Lewis Ford Sales	
P.O Number:	Expected Delivery Date:		
Mail Yes: _____			
Taxable Yes: _____ No: <u>X</u>	Quotes Attached Yes: _____ No: _____		
Zip Code:	Ship to code:	Division Head Approval:	
	50		
Requester's Employee #:		Extension:	
1940		485	

Vendor #:		7040		Vendor Name:			LEWIS FORD SALES		
Address:							Fob Point:		
City:				State:			Zip Code:		Ship to code:
							50		
Requester:							Requester's Employee #:		
BARBARA OLSEN							1940		
Item	Description			Quantity	Unit of Issue	Unit Cost	Extended Cost		Account Numbers
1	2009 FORD F560 CAB AND CHASSIS WITH			2	EA	45,981.00	\$91,962.00		9700.1920.5802.00
2	US132ABDW READING UTILITY BODY PER						\$0.00		
3	BID SPECS 09-29, TO BE UNIT #370 AND #371,						\$0.00		
4	FIXED ASSET #700371 AND #700371						\$0.00		
5							\$0.00		
6							\$0.00		
7							\$0.00		
8							\$0.00		
9							\$0.00		
10							\$0.00		
*	Shipping/Handling				Lot		\$0.00		

Special Instructions:

Subtotal: \$91,962.00

Tax: EXEMPT _____

Total: \$91,962.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

A. 5
Ground Zero Construction, Inc.
Page 1 of 18

City Council Agenda Items
and
Contracts, Leases or Agreements

4/21/2009

City Council Meeting Date
Agenda Items Only

Chris Brown
Submitted By

Engineering
Division

Development Services
Department

Action Required:

A resolution to award a contract to Ground Zero Construction, Inc. in the amount of \$135,018.00 for construction of drainage improvements for the Missouri Creek at Rolling Hills Drive Drainage Improvements project and approve a project contingency of 15% of the Construction bid.

\$ 155,270.00
Cost of this request

\$ 867,448.00
Category / Project Budget

Other Drainage Improvements
Program Category / Project Name

4470.9470.5817
Account Number

\$ 244.97
Funds Used to Date

Bridge and Drainage Improvements
Program / Project Category Name

02108.1
Project Number

\$ 867,203.03
Remaining Balance

Sales Tax Capital Improvement Project
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Department Director

04-02-09
Date

Previous Ordinance or Resolution #

City Attorney

4-3-09
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

4-3-2009
Date

Received in City
Clerk's Office

4/2/09

Chief of Staff

4/4/09
Date

Received in
Mayor's Office

Mayor

4/6/09
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director 

From: Chris Brown, ^{CB}Interim City Engineer

Date: April 1, 2009

Subject: : A resolution to award a contract to Ground Zero Construction, Inc. in the amount of \$135,018.00 for construction of drainage improvements for the Missouri Creek at Rolling Hills Drive Drainage Improvements project and approve a project contingency of 15% of the Construction bid.

RECOMMENDATION:

Staff recommends approval of a construction contract with Ground Zero Construction, Inc. in the amount of \$135,018.00 for construction of drainage improvements for the Missouri Creek at Rolling Hills Drive Drainage Improvements Project and approve a project contingency of 15% of the Construction bid.

BACKGROUND:

The Street Committee reviewed the drainage problem at Missouri Creek on October 20, 2008 and requested Engineering staff prepare plans and take bids on the project. The project consists of installing 62 ft of a triple 9 ft x 3.5 ft reinforced box culvert on Missouri Creek at Rolling Hills Drive, installation of additional curb inlets, and construction of 6 foot sidewalks on both sides of the roadway. Relocation of the existing water main will also be completed as part of the project. The plans were completed and advertised for bid on February 23, 2009.

DISCUSSION:

Bids for this project were received on March 10th. 15 bids were received, ranging from \$135,000 to \$330,000. The low bidder was Ground Zero Construction, Inc. of Siloam Springs at \$135,018.00. In addition, a contingency fund equaling 15% of the amount bid (\$20,252.70) is recommended. Therefore, the total recommended construction funding is **\$155,270.00.**

The bids have been reviewed and, the low bid has been determined to be acceptable by staff.

The bids were also reviewed at the March 31, 2009 Street Committee Meeting. The Committee voted to forward the proposal to the City Council with a recommendation to award the bid to Ground Zero Construction, Inc.

Drainage Easements and Temporary Construction Easements are required from a total of four (4) property owners. Acquisition of easements has been on hold pending the approval of bids. This acquisition must be completed before the work can begin.

The project is scheduled to be "Substantially Complete" within 60 calendar days after commencement and fully complete within 90 days.

The Contractor shall sequence construction of the triple box culvert so that 2 – 9 ft lanes shall remain open at all times during construction unless 2-flagman are present. One 9 ft lane must remain open when flagmen are used. Contractor shall provide adequate barriers and construction signage in accordance with MUTCD to provide a safe environment for the traveling public.

BUDGET IMPACT:

This construction contract will be funded with a portion of the Sales Tax Capital Improvement Project dedicated to drainage projects. Funding available in this project fund is approximately \$867,000.

RESOLUTION NO. _____

A RESOLUTION TO AWARD TO THE LOW BIDDER, GROUND ZERO CONSTRUCTION, INC. A CONTRACT FOR CONSTRUCTION OF DRAINAGE IMPROVEMENTS AND SIDEWALKS FOR MISSOURI CREEK AND ROLLING HILLS DRIVE IN THE AMOUNT OF \$135,018.00 PLUS A CONTINGENCY IN THE AMOUNT OF \$20,252.00

WHEREAS, the Street Committee recommended the study of drainage problems of Missouri Creek at Rolling Hills Drive and approved the improvement project and low bidder to construct the improvements..

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards the attached contract in the amount of \$135,018.00 to Ground Zero Construction, Inc. for construction of the Missouri Creek at Rolling Hills Drive Drainage Improvement Project and approves a project contingency in the amount of \$20,252.00.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: MISSOURI CREEK AT ROLLING HILLS DRIVE DRAINAGE
IMPROVEMENTS

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2009
by and between The City of Fayetteville, Arkansas and Ground Zero Construction, Inc.
(hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract
Documents. The work under this Contract includes, but is not limited to:

Installation of a 62 LF of a triple 9'x3.5' reinforced box culvert on Missouri Creek at Rolling
Hills Drive, including approximately 225 SY of Asphalt Concrete Hot Mix street repair, 110 LF
of Curb and Gutter, 100-SY of concrete sidewalk, 45 LF of 24-30" Reinforced Concrete Pipe, 65
LF of 6" PVC water line, and miscellaneous related items.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by the City of Fayetteville, Engineering Division, who
is hereinafter called Engineer. The Engineer assumes all duties and responsibilities,
and has the rights and authority assigned to Engineer in the Contract Documents in
connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and
completion and readiness for final payment as stated in the Contract
Documents are of the essence of the Contract.

DOCUMENT 00500 – AGREEMENT (continued)

3.02 **DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:**

- A. The Work will be Substantially Completed within 60 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within 90 calendar days after the date when the Contract Times commence to run.

3.03 **LIQUIDATED DAMAGES:**

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville One Hundred Fifty Dollars (\$150.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto

DOCUMENT 00500 – AGREEMENT (continued)

attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02. As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 **PROGRESS PAYMENTS, RETAINAGE:**

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such

DOCUMENT 00500 – AGREEMENT (continued)

amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

- a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
- b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all:
 - (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of

DOCUMENT 00500 – AGREEMENT (continued)

the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the

DOCUMENT 00500 – AGREEMENT (continued)

following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

MISSOURI CREEK AT ROLLING HILLS DRIVE DRAINAGE IMPROVEMENTS
8. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

DOCUMENT 00500 – AGREEMENT (continued)

8.05 FREEDOM OF INFORMATION ACT:

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

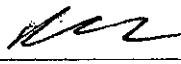
OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 2009, which is the Effective Date of the Agreement.

GROUND ZERO CONSTRUCTION, INC

CITY OF FAYETTEVILLE

By: 

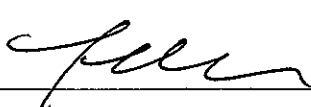
By: _____

Title: PRESIDENT

Title: _____

(SEAL)

(SEAL)

Attest 

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

Address for giving notices

P.O. BOX 830

113 West Mountain Street

Siloam Springs, Arkansas 72761

Fayetteville, Arkansas 72701

License No. 0148370509

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Agent for Service of process

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

ROLLING HILLS AT MISSOURI CREEK DRAINAGE

ITEM NO.	SPEC. REF	DESCRIPTION	UNIT	EST. QTY	Engineer's Estimate		Ground Zero		Sweetser Construction		A-5 Edwards Design & Construction, Inc.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	111	Roadway Construction Control	LS	1	\$2,500	\$2,500.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$500.00	\$500.00
2	112	Trench and Excavation Safety Systems	LS	1	\$1,200	\$1,200.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,400.00	\$6,400.00
3	204	4" Topsoil Placement (Yard Areas)	SY	350	\$3	\$1,050.00	\$2.50	\$875.00	\$1.50	\$525.00	\$10.00	\$3,500.00
4	301	24-inch Corrugated Metal Pipe (CMP)	LF	30	\$65	\$1,950.00	\$40.00	\$1,200.00	\$46.50	\$1,395.00	\$25.00	\$750.00
5	301	30- inch Corrugated Metal Pipe (CMP)	LF	16	\$75	\$1,200.00	\$45.00	\$720.00	\$58.50	\$936.00	\$50.00	\$800.00
6	302	Drop Inlet	EA	2	\$2,500	\$5,000.00	\$2,400.00	\$4,800.00	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00
7	302	Drop Inlet Extension (4 Ft)	EA	12	\$500	\$6,000.00	\$120.00	\$1,440.00	\$500.00	\$6,000.00	\$600.00	\$7,200.00
8	306	Native Stone Rip Rap (150lb)	SY	225	\$50	\$11,250.00	\$44.00	\$9,900.00	\$45.00	\$10,125.00	\$18.00	\$4,050.00
9	403	Asphalt Concrete Hot Mix Binder Course (6 inch)	TN	85	\$150	\$12,750.00	\$82.00	\$6,970.00	\$75.00	\$6,375.00	\$87.00	\$7,395.00
10	403	Asphalt Concrete Hot Mix Surface Course (3 inch)	TN	52	\$150	\$7,800.00	\$94.00	\$4,888.00	\$80.00	\$4,160.00	\$98.75	\$5,135.00
11	501	Concrete Curb & Gutter	LF	200	\$20	\$4,000.00	\$11.00	\$2,200.00	\$14.00	\$2,800.00	\$9.50	\$1,900.00
12	502	6' Concrete Sidewalk (4")	SY	120	\$38	\$4,560.00	\$30.00	\$3,600.00	\$24.00	\$2,880.00	\$35.00	\$4,200.00
13	504	Concrete Headwalls	EA	2	\$500	\$1,000.00	\$2,200.00	\$4,400.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00
14	504	Concrete Retaining Walls	LF	35	\$125	\$4,375.00	\$170.00	\$5,950.00	\$100.00	\$3,500.00	\$143.00	\$5,005.00
15	504	Concrete Wing Walls	LF	25	\$125	\$3,125.00	\$170.00	\$4,250.00	\$50.00	\$1,250.00	\$169.00	\$4,225.00
16	505	Seeding & Mulching	AC	0.2	\$2,500	\$500.00	\$5,000.00	\$1,000.00	\$360.00	\$72.00	\$2,500.00	\$500.00
17	505	Solid Sod	SY	350	\$5	\$1,750.00	\$3.00	\$1,050.00	\$3.00	\$1,050.00	\$1.90	\$665.00
18	507	4" White or Yellow Pymt Marking (Thermoplastic)	LF	300	\$1	\$375.00	\$4.00	\$1,200.00	\$3.75	\$1,125.00	\$4.85	\$1,455.00
19	509	Erosion Control	LS	1	\$1,500	\$1,500.00	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$2,950.00	\$2,950.00
20	510	Traffic Control and Maintenance	LS	1	\$2,000	\$2,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$6,300.00	\$6,300.00
21	511	Mobilization	LS	1	\$10,000	\$10,000.00	\$1,000.00	\$1,000.00	\$3,300.00	\$3,300.00	\$1,500.00	\$1,500.00
22	515	Steel Pedestrian Handrail (Type I)	LF	125	\$25	\$3,125.00	\$55.00	\$6,875.00	\$50.00	\$6,250.00	\$47.00	\$5,875.00
23	517	Tree Protection Fencing	LF	180	\$2	\$360.00	\$2.25	\$405.00	\$5.00	\$900.00	\$2.50	\$450.00
24	SP-1	Concrete Box Culvert (Triple 9' x 3.5')	LS	1	\$100,000	\$100,000.00	\$43,000.00	\$43,000.00	\$75,300.00	\$75,300.00	\$62,000.00	\$62,000.00
25	SP-2	Clearing, Grubbing, Demolition, and Unclassified Excavation	LS	1	\$20,000	\$20,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
26	SP-3	Split Steel Encasement Pipe (16")	LF	20	\$200	\$4,000.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$179.00	\$3,580.00
27	W1-1.8A	6" PVC C900 (DR 14) Water Line	LF	80	\$45	\$3,600.00	\$19.00	\$1,520.00	\$28.00	\$2,240.00	\$17.50	\$1,400.00
28	W1-1.8B	6"x6" Tapping Sleeve and Valve w/Box	EA	2	\$2,200	\$4,400.00	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00	\$2,250.00	\$4,500.00
29	W1-1.8C	Compact Mechanical Joint Ductile Iron Fittings	LB	750	\$5	\$3,750.00	\$5.50	\$4,125.00	\$6.00	\$4,500.00	\$6.00	\$4,500.00
30	W1-1.8D	Cut and Cap Existing 6" Main	EA	2	\$1,250	\$2,500.00	\$1,100.00	\$2,200.00	\$300.00	\$600.00	\$400.00	\$800.00
31	W1-1.8E	6" Service Saddle, 1" Corp Stop and Tap (for testing)	EA	2	\$150	\$300.00	\$375.00	\$750.00	\$350.00	\$700.00	\$300.00	\$600.00
					Subtotal	\$225,920.00	\$135,018.00		\$165,483.00		\$169,135.00	
					Contingency	\$22,592.00			Bid			
					Total	\$248,512.00			\$165,771.00			

- \$288.00

ROLLING HILLS AT MISSOURI CREEK DRAINAGE

ITEM NO.	SPEC. REF	DESCRIPTION	UNIT	EST. QTY	Tomlinson Asphalt Company		Northwest Excavation		ARCO Excavation & Paving		Ground Zero Construction, Inc.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	111	Roadway Construction Control	LS	1	\$2,000.00	\$2,000.00	\$3,290.00	\$3,290.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
2	112	Trench and Excavation Safety Systems	LS	1	\$100.00	\$100.00	\$1,150.00	\$1,150.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
3	204	4" Topsoil Placement (Yard Areas)	SY	350	\$4.50	\$1,575.00	\$3.60	\$1,260.00	\$3.50	\$1,225.00	\$3.15	\$1,102.50
4	301	24-inch Corrugated Metal Pipe (CMP)	LF	30	\$39.50	\$1,185.00	\$55.40	\$1,662.00	\$50.00	\$1,500.00	\$36.00	\$1,080.00
5	301	30-inch Corrugated Metal Pipe (CMP)	LF	16	\$55.00	\$880.00	\$61.50	\$984.00	\$60.00	\$960.00	\$45.00	\$720.00
6	302	Drop Inlet	EA	2	\$3,500.00	\$7,000.00	\$4,030.00	\$8,060.00	\$4,800.00	\$9,600.00	\$3,950.00	\$7,900.00
7	302	Drop Inlet Extension (4 Ft)	EA	12	\$450.00	\$5,400.00	\$540.00	\$6,480.00	\$420.00	\$5,040.00	\$500.00	\$6,000.00
8	306	Native Stone Rip Rap (150lb)	SY	225	\$46.20	\$10,395.00	\$34.00	\$7,650.00	\$130.00	\$29,250.00	\$65.00	\$14,625.00
9	403	Asphalt Concrete Hot Mix Binder Course (6 inch)	TN	85	\$80.00	\$6,800.00	\$82.60	\$7,021.00	\$90.00	\$7,650.00	\$85.00	\$7,225.00
10	403	Asphalt Concrete Hot Mix Surface Course (3 inch)	TN	52	\$95.00	\$4,940.00	\$87.00	\$4,524.00	\$90.00	\$4,680.00	\$85.00	\$4,420.00
11	501	Concrete Curb & Gutter	LF	200	\$11.00	\$2,200.00	\$15.00	\$3,000.00	\$12.00	\$2,400.00	\$11.00	\$2,200.00
12	502	6' Concrete Sidewalk (4")	SY	120	\$27.00	\$3,240.00	\$39.30	\$4,716.00	\$36.00	\$4,320.00	\$32.50	\$3,900.00
13	504	Concrete Headwalls	EA	2	\$1,100.00	\$2,200.00	\$990.00	\$1,980.00	\$3,200.00	\$6,400.00	\$3,375.00	\$6,750.00
14	504	Concrete Retaining Walls	LF	35	\$170.00	\$5,950.00	\$173.00	\$6,055.00	\$110.00	\$3,850.00	\$146.35	\$5,122.25
15	504	Concrete Wing Walls	LF	25	\$200.00	\$5,000.00	\$107.00	\$2,675.00	\$110.00	\$2,750.00	\$146.35	\$3,658.75
16	505	Seeding & Mulching	AC	0.2	\$2,500.00	\$500.00	\$3,250.00	\$650.00	\$550.00	\$110.00	\$2,200.00	\$440.00
17	505	Solid Sod	SY	350	\$3.00	\$1,050.00	\$5.40	\$1,890.00	\$3.75	\$1,312.50	\$2.50	\$875.00
18	507	4" White or Yellow Pvmnt Marking (Thermoplastic)	LF	300	\$4.00	\$1,200.00	\$9.00	\$2,700.00	\$0.95	\$285.00	\$9.45	\$2,835.00
19	509	Erosion Control	LS	1	\$500.00	\$500.00	\$2,350.00	\$2,350.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00
20	510	Traffic Control and Maintenance	LS	1	\$2,400.00	\$2,400.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,695.00	\$3,695.00
21	511	Mobilization	LS	1	\$1,575.00	\$1,575.00	\$2,650.00	\$2,650.00	\$800.00	\$800.00	\$750.00	\$750.00
22	515	Steel Pedestrian Handrail (Type I)	LF	125	\$52.00	\$6,500.00	\$61.00	\$7,625.00	\$40.00	\$5,000.00	\$115.15	\$14,393.75
23	517	Tree Protection Fencing	LF	180	\$1.00	\$180.00	\$3.25	\$585.00	\$3.00	\$540.00	\$1.25	\$225.00
24	SP-1	Concrete Box Culvert (Triple 9' x 3.5')	LS	1	\$68,085.00	\$68,085.00	\$68,995.00	\$68,995.00	\$73,000.00	\$73,000.00	\$67,594.75	\$67,594.75
25	SP-2	Clearing, Grubbing, Demolition, and Unclassified Excavation	LS	1	\$14,830.00	\$14,830.00	\$17,527.00	\$17,527.00	\$8,500.00	\$8,500.00	\$10,437.50	\$10,437.50
26	SP-3	Split Steel Encasement Pipe (16")	LF	20	\$145.00	\$2,900.00	\$95.25	\$1,905.00	\$70.00	\$1,400.00	\$165.81	\$3,316.20
27	W1-1.8A	6" PVC C900 (DR 14) Water Line	LF	80	\$51.00	\$4,080.00	\$40.15	\$3,212.00	\$30.00	\$2,400.00	\$36.40	\$2,912.00
28	W1-1.8B	6"x6" Tapping Sleeve and Valve w/Box	EA	2	\$1,940.00	\$3,880.00	\$1,970.00	\$3,940.00	\$2,000.00	\$4,000.00	\$2,488.10	\$4,976.20
29	W1-1.8C	Compact Mechanical Joint Ductile Iron Fittings	LB	750	\$6.12	\$4,590.00	\$4.30	\$3,225.00	\$5.00	\$3,750.00	\$11.20	\$8,400.00
30	W1-1.8D	Cut and Cap Existing 6" Main	EA	2	\$1,120.00	\$2,240.00	\$345.00	\$690.00	\$300.00	\$600.00	\$925.00	\$1,850.00
31	W1-1.8E	6" Service Saddle, 1" Corp Stop and Tap (for testing)	EA	2	\$615.00	\$1,230.00	\$135.00	\$270.00	\$175.00	\$350.00	\$159.94	\$319.88
						\$174,605.00						

ROLLING HILLS AT MISSOURI CREEK DRAINAGE

ROLLING HILLS AT MISSOURI CREEK DRAINAGE					Fochtman Enterprises		Seven Valley Construction		Goodwin & Goodwin		Ground Zero Construction, Inc.	
ITEM NO.	SPEC. REF	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	111	Roadway Construction Control	LS	1	\$1,700.00	\$1,700.00	\$2,180.00	\$2,180.00	\$3,000.00	\$3,000.00	\$1,880.00	\$1,880.00
2	112	Trench and Excavation Safety Systems	LS	1	\$750.00	\$750.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$4,690.00	\$4,690.00
3	204	4" Topsoil Placement (Yard Areas)	SY	350	\$3.00	\$1,050.00	\$7.30	\$2,555.00	\$6.00	\$2,100.00	\$9.40	\$3,290.00
4	301	24-inch Corrugated Metal Pipe (CMP)	LF	30	\$50.00	\$1,500.00	\$116.00	\$3,480.00	\$45.00	\$1,350.00	\$48.30	\$1,449.00
5	301	30- inch Corrugated Metal Pipe (CMP)	LF	16	\$65.00	\$1,040.00	\$125.00	\$2,000.00	\$50.00	\$800.00	\$66.60	\$1,065.60
6	302	Drop Inlet	EA	2	\$4,100.00	\$8,200.00	\$3,500.00	\$7,000.00	\$4,000.00	\$8,000.00	\$4,500.00	\$9,000.00
7	302	Drop Inlet Extension (4 Ft)	EA	12	\$600.00	\$7,200.00	\$560.00	\$6,720.00	\$350.00	\$4,200.00	\$705.00	\$8,460.00
8	306	Native Stone Rip Rap (150lb)	SY	225	\$30.00	\$6,750.00	\$49.00	\$11,025.00	\$25.00	\$5,625.00	\$46.30	\$10,417.50
9	403	Asphalt Concrete Hot Mix Binder	TN	85	\$82.00	\$6,970.00	\$151.00	\$12,835.00	\$105.00	\$8,925.00	\$93.90	\$7,981.50
10	403	Asphalt Concrete Hot Mix Surface Course (6 inch)	TN	52	\$94.00	\$4,888.00	\$106.45	\$5,535.40	\$125.00	\$6,500.00	\$120.00	\$6,240.00
		Course (3 inch)										
11	501	Concrete Curb & Gutter	LF	200	\$11.00	\$2,200.00	\$15.70	\$3,140.00	\$18.00	\$3,600.00	\$18.40	\$3,680.00
12	502	6' Concrete Sidewalk (4")	SY	120	\$44.00	\$5,280.00	\$30.00	\$3,600.00	\$65.00	\$7,800.00	\$30.90	\$3,708.00
13	504	Concrete Headwalls	EA	2	\$4,700.00	\$9,400.00	\$1,800.00	\$3,600.00	\$12,000.00	\$24,000.00	\$5,300.00	\$10,600.00
14	504	Concrete Retaining Walls	LF	35	\$175.00	\$6,125.00	\$150.00	\$5,250.00	\$300.00	\$10,500.00	\$200.00	\$7,000.00
15	504	Concrete Wing Walls	LF	25	\$170.00	\$4,250.00	\$150.00	\$3,750.00	\$300.00	\$7,500.00	\$170.00	\$4,250.00
16	505	Seeding & Mulching	AC	0.2	\$3,000.00	\$600.00	\$5,330.00	\$1,066.00	\$2,500.00	\$500.00	\$1,760.00	\$352.00
17	505	Solid Sod	SY	350	\$4.00	\$1,400.00	\$4.08	\$1,428.00	\$6.00	\$2,100.00	\$1.70	\$595.00
18	507	4" White or Yellow Pvmnt Marking (Thermoplastic)	LF	300	\$9.00	\$2,700.00	\$8.16	\$2,448.00	\$3.00	\$900.00	\$9.10	\$2,730.00
19	509	Erosion Control	LS	1	\$3,800.00	\$3,800.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,510.00	\$2,510.00
20	510	Traffic Control and Maintenance	LS	1	\$4,100.00	\$4,100.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$4,820.00	\$4,820.00
21	511	Mobilization	LS	1	\$5,300.00	\$5,300.00	\$30,000.00	\$30,000.00	\$6,000.00	\$6,000.00	\$2,490.00	\$2,490.00
22	515	Steel Pedestrian Handrail (Type I)	LF	125	\$78.00	\$9,750.00	\$39.00	\$4,875.00	\$80.00	\$10,000.00	\$34.30	\$4,287.50
23	517	Tree Protection Fencing	LF	180	\$5.00	\$900.00	\$10.00	\$1,800.00	\$6.00	\$1,080.00	\$2.00	\$360.00
24	SP-1	Concrete Box Culvert (Triple 9' x 3.5')	LS	1	\$74,900.00	\$74,900.00	\$70,400.00	\$70,400.00	\$75,000.00	\$75,000.00	\$76,490.00	\$76,490.00
25	SP-2	Clearing, Grubbing, Demolition, and Unclassified Excavation	LS	1	\$11,000.00	\$11,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$21,130.00	\$21,130.00
26	SP-3	Split Steel Encasement Pipe (16")	LF	20	\$140.00	\$2,800.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$140.00	\$2,800.00
27	W1-1.8A	6" PVC C900 (DR 14) Water Line	LF	80	\$50.00	\$4,000.00	\$30.00	\$2,400.00	\$23.00	\$1,840.00	\$40.50	\$3,240.00
28	W1-1.8B	6"x6" Tapping Sleeve and Valve w/Box	EA	2	\$1,900.00	\$3,800.00	\$1,830.00	\$3,660.00	\$2,500.00	\$5,000.00	\$3,600.00	\$7,200.00
29	W1-1.8C	Compact Mechanical Joint Ductile Iron Fittings	LB	750	\$6.00	\$4,500.00	\$6.00	\$4,500.00	\$6.00	\$4,500.00	\$5.90	\$4,425.00
30	W1-1.8D	Cut and Cap Existing 6" Main	EA	2	\$700.00	\$1,400.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$555.00	\$1,110.00
31	W1-1.8E	6" Service Saddle, 1" Corp Stop and Tap (for testing)	EA	2	\$300.00	\$600.00	\$200.00	\$400.00	\$300.00	\$600.00	\$860.00	\$1,720.00
						\$198,853.00	\$212,147.40		\$219,420.00		\$219,971.10	

ROLLING HILLS AT MISSOURI CREEK DRAINAGE

ITEM NO.	SPEC. REF	DESCRIPTION	UNIT	EST. QTY	Mobley Contractors		Greer Excavating		Total Site Development		Ground Zero Construction, Inc. Jimmy Jones Excavation	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	111	Roadway Construction Control	LS	1	\$22,069.59	\$22,069.59	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$2,750.00	\$2,750.00
2	112	Trench and Excavation Safety Systems	LS	1	\$590.85	\$590.85	\$1,000.00	\$1,000.00	\$2,300.00	\$2,300.00	\$275.00	\$275.00
3	204	4" Topsoil Placement (Yard Areas)	SY	350	\$8.50	\$2,975.00	\$8.00	\$2,800.00	\$3.30	\$1,155.00	\$22.00	\$7,700.00
4	301	24-inch Corrugated Metal Pipe (CMP)	LF	30	\$54.36	\$1,630.80	\$76.66	\$2,299.80	\$40.00	\$1,200.00	\$65.00	\$1,950.00
5	301	30- inch Corrugated Metal Pipe (CMP)	LF	16	\$78.38	\$1,254.08	\$193.75	\$3,100.00	\$45.50	\$728.00	\$83.00	\$1,328.00
6	302	Drop Inlet	EA	2	\$4,644.14	\$9,288.28	\$5,000.00	\$10,000.00	\$2,200.00	\$4,400.00	\$8,200.00	\$16,400.00
7	302	Drop Inlet Extension (4 Ft)	EA	12	\$574.83	\$6,897.96	\$1,166.66	\$13,999.92	\$700.00	\$8,400.00	\$715.00	\$8,580.00
8	306	Native Stone Rip Rap (150lb)	SY	225	\$37.91	\$8,529.75	\$24.44	\$5,499.00	\$31.00	\$6,975.00	\$55.00	\$12,375.00
9	403	Asphalt Concrete Hot Mix Binder	TN	85	\$86.35	\$7,339.75	\$94.12	\$8,000.20	\$95.00	\$8,075.00	\$100.00	\$8,500.00
10	403	Asphalt Concrete Hot Mix Surface	TN	52	\$109.59	\$5,698.68	\$115.38	\$5,999.76	\$120.00	\$6,240.00	\$110.00	\$5,720.00
11	501	Concrete Curb & Gutter	LF	200	\$24.10	\$4,820.00	\$18.00	\$3,600.00	\$11.00	\$2,200.00	\$15.40	\$3,080.00
12	502	6' Concrete Sidewalk (4")	SY	120	\$37.54	\$4,504.80	\$66.66	\$7,999.20	\$24.50	\$2,940.00	\$38.00	\$4,560.00
13	504	Concrete Headwalls	EA	2	\$832.05	\$1,664.10	\$3,000.00	\$6,000.00	\$4,300.00	\$8,600.00	\$3,850.00	\$7,700.00
14	504	Concrete Retaining Walls	LF	35	\$109.45	\$3,830.75	\$130.00	\$4,550.00	\$280.00	\$9,800.00	\$120.00	\$4,200.00
15	504	Concrete Wing Walls	LF	25	\$321.44	\$8,036.00	\$80.00	\$2,000.00	\$285.00	\$7,125.00	\$275.00	\$6,875.00
16	505	Seeding & Mulching	AC	0.2	\$9,104.06	\$1,820.81	\$5,000.00	\$1,000.00	\$4,000.00	\$800.00	\$11,000.00	\$2,200.00
17	505	Solid Sod	SY	350	\$2.95	\$1,032.50	\$10.00	\$3,500.00	\$3.00	\$1,050.00	\$11.00	\$3,850.00
18	507	4" White or Yellow Pvmnt Marking	LF	300	\$8.40	\$2,520.00	\$6.00	\$1,800.00	\$9.00	\$2,700.00	\$9.00	\$2,700.00
19	509	Erosion Control	LS	1	\$3,322.80	\$3,322.80	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00	\$2,750.00	\$2,750.00
20	510	Traffic Control and Maintenance	LS	1	\$5,060.25	\$5,060.25	\$4,000.00	\$4,000.00	\$3,200.00	\$3,200.00	\$15,750.00	\$15,750.00
21	511	Mobilization	LS	1	\$6,637.59	\$6,637.59	\$13,000.00	\$13,000.00	\$12,500.00	\$12,500.00	\$7,700.00	\$7,700.00
22	515	Steel Pedestrian Handrail (Type I)	LF	125	\$63.00	\$7,875.00	\$108.00	\$13,500.00	\$112.25	\$14,031.25	\$77.00	\$9,625.00
23	517	Tree Protection Fencing	LF	180	\$2.13	\$383.40	\$15.00	\$2,700.00	\$3.00	\$540.00	\$5.50	\$990.00
24	SP-1	Concrete Box Culvert (Triple 9' x 3.5')	LS	1	\$66,762.51	\$66,762.51	\$100,000.00	\$100,000.00	\$80,500.00	\$80,500.00	\$125,400.00	\$125,400.00
25	SP-2	Clearing, Grubbing, Demolition, and	LS	1	\$19,657.46	\$19,657.46	\$45,000.00	\$45,000.00	\$2,300.00	\$2,300.00	\$39,000.00	\$39,000.00
		Unclassified Excavation										
26	SP-3	Split Steel Encasement Pipe (16")	LF	20	\$299.77	\$5,995.40	\$55.00	\$1,100.00	\$175.00	\$3,500.00	\$125.00	\$2,500.00
27	W1-1.8A	6" PVC C900 (DR 14) Water Line	LF	80	\$62.17	\$4,973.60	\$25.00	\$2,000.00	\$23.85	\$1,908.00	\$88.00	\$7,040.00
28	W1-1.8B	6"x6" Tapping Sleeve and Valve w/Box	EA	2	\$1,453.51	\$2,907.02	\$2,000.00	\$4,000.00	\$3,200.00	\$6,400.00	\$3,000.00	\$6,000.00
29	W1-1.8C	Compact Mechanical Joint Ductile Iron	LB	750	\$1.71	\$1,282.50	\$2.75	\$2,062.50	\$12.00	\$9,000.00	\$13.50	\$10,125.00
		Fittings										
30	W1-1.8D	Cut and Cap Existing 6" Main	EA	2	\$925.76	\$1,851.52	\$500.00	\$1,000.00	\$650.00	\$1,300.00	\$1,650.00	\$3,300.00
31	W1-1.8E	6" Service Saddle, 1" Corp Stop and Tap	EA	2	\$1,253.28	\$2,506.56	\$125.00	\$250.00	\$265.00	\$530.00	\$875.00	\$1,750.00
		(for testing)										
						\$223,719.31		\$278,760.38		\$233,897.25		\$332,673.00
						Bid		Bid				
						\$226,554.31		\$278,761.66				

-\$2,835.00

-\$1.28

City of Fayetteville Staff Review Form

A. 6
Kid's ID Print Program
Page 1 of 6

**City Council Agenda Items
and
Contracts, Leases or Agreements**

April 21st, 2009
City Council Meeting Date
Agenda Items Only

Bill Phelan
Submitted By

Community Policing Division
Division

Police
Department

Action Required:

Acceptance of the Sam's Club Grant for funding of the Kid's ID Print program and approval of a budget adjustment in the amount of \$1,000 to recognize associated expenses.

\$ 1,000.00
Cost of this request

\$ 1,251.00
Category / Project Budget

Sam's Club Donations
Program Category / Project Name

1010-2920-5200.00
Account Number

\$ -
Funds Used to Date

Donations
Program / Project Category Name

03044-3
Project Number

\$ 1,251.00
Remaining Balance

General
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

[Signature]
Department Director

3-30-09
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

4-3-09
Date

Original Contract Date:

Original Contract Number:

Paul A. Bach
Finance and Internal Services Director

4-3-2009
Date

Received in City
Clerk's Office

ENTERED
4-3-09
[Signature]

[Signature]
Chief of Staff

4/4/09
Date

Received in
Mayor's Office

ENTERED
4/3/09
[Signature]

[Signature]
Mayor

4/6/09
Date

Comments:



Departmental Correspondence

To: Mayor Lioneld Jordan and City Council
Thru: Greg Tabor, Police Chief 
From: Willie Newman, Financial Coordinator 
Date: March 27, 2009
Re: Local Community Contribution – Sam's Club, Inc

Background

Periodically, Sam's Club will make monetary contributions to local community organizations. The Police Department has taken advantage of these contributions over the past several years. Previous contributions were used for digital cameras, crime scene investigation equipment, and various other law enforcement equipment.

Discussion

In 2009, Sam's Club requested applications be submitted to evaluate the needs of the community. Our Community Oriented Policing (COP) Division submitted a request for \$1,000 in funding for our Kid's ID Print Program. The Kid's ID Print Program is a program to help insure our children's safety and tracking in case of an emergency situation, however, we could not fund this program due to budget constraints. These funds will be deposited and tracked through the City's Project Accounting System to insure that the donors intended purpose is met.

Recommendation

Staff recommends acceptance and approval of the Sam's Club grant award for Local Community Contribution and a budget adjustment in the amount of \$1,000. If you should have any comments or questions regarding this application, please contact me at extension 579.

Budget Impact

None

RESOLUTION NO. _____

**A RESOLUTION TO THANK SAM'S CLUB FOR ITS \$1,000.00
CONTRIBUTION TO FUND THE KID'S ID PRINT PROGRAM,
TO ACCEPT THIS GRANT AND TO APPROVE A BUDGET
ADJUSTMENT TO RECOGNIZE THIS REVENUE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby thanks Sam's Club for its \$1,000.00 contribution to fund the Kid's ID Print Program, accepts this grant and approves a budget adjustment to recognize this revenue.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

WAL-MART**Application for Local Community Contribution**

Return completed form to the Wal-Mart Store or Sam's Club where you obtained this application

Location Use Only:

Location #: _____ City: _____ ST: _____ Type: WM/Sam's/DC/TO _____

Amount Requested: \$ _____

Managers Name (signed and printed) _____ Date: ____/____/____

Community Involvement Associate: _____ Date: ____/____/____

*This application must be completed and kept on file for record retention of three years at your location***To be completed by the Organization:**Select one: IRS designated ☐ 501(c)(3) ☐ 501(c)(4) ☐ 501(c)(6) ☐ 501(c)(19)** Organizations with current tax-exempt status under Section 501(c)(3) of the Internal Revenue Service Code and that are also public charities under Section 509(a)(1) or 509(a)(2). Organizations must be listed in the most current IRS 50 State Master File at the time of application.*

OR:

☐ Public School ☒ Federal, State or Local Government Agency ☐ Faith-Based Organization***** Faith Based Organizations: funding purposes must address and benefit the needs of the community at large*Organization Name: Fayetteville Police Dept (Community oriented Policing Division)

Federal 501(c)(3), (4), (6), or (19) Tax ID #: (9 digits) _____

Public Charity Status: ☐ 509(a)(1) ☐ 509(a)(2)Address: 100 A West Rock StreetCity: FAYETTEVILLE ST: _____ Zip: 72701Contact Name: Sgt. Bill Phelan Contact Phone: 479 - 587 - 3580

Specifically, how will funds from this grant be utilized in your local community?

This is used for Kids ID Print Program and equipment.

What service does your organization provide to the community?

Kids ID Print is a tool that can be used and given to parents in casea child is missing. We photograph and fingerprint children, make an ID and Give it to ParentsWill these grant funds directly benefit your LOCAL community? ☒ Yes ☐ No

Which of the following groups will this funding primarily benefit? This information is used solely to track our funding to specific diverse community groups and is NOT considered during the grant review or approval process.

Please select only the most appropriate:

☐ Hispanic ☐ African American ☐ Asian American ☐ Native American ☐ Caucasian☒ General Population (benefits the entire community)

Organization Representative: By signing below I acknowledge that this form represents a request for funding, and is not a guarantee of funding. Final approval is subject to the guidelines of the Wal-Mart Foundation. All organizations requesting grant funding must abide by the rules and guidelines set forth by the location, Wal-Mart Stores, Inc., and the Wal-Mart Foundation. This request will not be processed unless completed and signed by all parties.

Signed: Sgt. Bill Phelan Printed: Bill Phelan Date: 2/27/09

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Page 3 of 6

SAM'S CLUB FOUNDATION
 702 S.W. 8th Street
 BENTONVILLE, ARKANSAS 72716

BANK OF BENTONVILLE
 BENTONVILLE, AR
 51-701 / 329

DATE OF CHECK	CHECK NUMBER
03/12/2009	1534919

CHECK AMOUNT
\$ *****1,000.00

Void After 180 Days

PAY ONE THOUSAND DOLLARS AND NO CENTS
TO CITY OF FAYETTEVILLE POLICE DEPARTM
THE FAYETTEVILLE AR
ORDER
OF

8209 - 8996

Charles M. Hillyer
 Executive VP, Finance and Treasurer

⑈ 1534919⑈ ⑆ 082908816⑆

95525192⑈

**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 6
Kid's ID Print Program
Page 6 of 6

Budget Year	Department: Police Division: Police Program: Police/Animal Projects	Date Requested	Adjustment Number
2009		4/21/2009	

Project or Item Added/Increased: Sam's Club Community Grant	Project or Item Deleted/Reduced: n/a
---	--

Justification of this Increase: Funds to be used to purchase supplies for our COP Kid's ID Print Program.	Justification of this Decrease: n/a
---	---

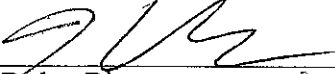
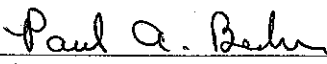
Increase Budget

Account Name	Account Number	Amount	Project Number
Office Supplies/Printing	1010 2920 5200 00	1,000	03044 3

Decrease Budget

Account Name	Account Number	Amount	Project Number
Donations - Police Department	1010 0001 4808 02	1,000	03044 3

Approval Signatures

		
Budget Director		Date
Department Director		Date
	4-3-2009	
Finance Director		Date
	4/4/09	
Chief of Staff		Date
Mayor		Date

Budget & Research Use Only

Type:	A	B	C	<u>D</u>	E
Requested By					
General Ledger Date					
Posted to General Ledger					
	Initial	Date			
Posted to Project Accounting					
	Initial	Date			

City Council Agenda Items
and
Contracts, Leases or Agreements

4/21/2009

City Council Meeting Date
Agenda Items OnlyW. Newman
Submitted BySupport Services
DivisionPolice
Department

Action Required:

Approval of a budget adjustment to record state forfeiture revenue received during the first quarter of 2009 and appropriate expenses in the amount of \$21,118.

\$ 21,118.00
Cost of this request\$ 29,723.00
Category / Project BudgetPD Law Enf. State Forfeitures
Program Category / Project Name1010-2920-5802.00
Account Number\$ 6,000.00
Funds Used to DateDonations
Program / Project Category Name03045-1
Project Number\$ 23,723.00
Remaining BalanceGeneral
Fund NameBudgeted Item ☐Budget Adjustment Attached ☒

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:



A. 7
Fayetteville Police Department
100-A West Rock
Fayetteville, AR 72701
Telephone: (479) 587-3555
Fax: (479) 587-3563

Departmental Correspondence

To: Mayor Lioneld Jordan and Members of the City Council
From: Greg Tabor, Police Chief 
Date: April 3, 2009
Re: **Approval of a Budget Adjustment to recognize State Forfeitures**

Background

The Fayetteville Police Department receives forfeitures as a result of civil proceedings concerning cash or property seized during a criminal investigation. Most of the forfeitures we have received in the past are a direct result from the efforts of the officers we assign to the 4th Judicial District Drug Task Force (4th DTF) and the local office of the Federal Drug Enforcement Agency (DEA).

Discussion

By statute, state forfeitures are to be spent for law enforcement purposes only. All purchases utilizing these funds must follow the City of Fayetteville Purchasing Policy.

Recommendation

Staff recommends approval of a budget adjustment in the amount of \$21,118.

Budget Impact

Increase expenses to correspond with state forfeiture revenue received during the first quarter of 2009.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT
IN THE AMOUNT OF \$21,118.00 TO RECOGNIZE STATE
FORFEITURE REVENUE DERIVED PRIMARILY FROM
THE FOURTH JUDICIAL TASK FORCE AND DEA

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a
budget adjustment in the amount of \$21,118.00 to recognize state forfeiture revenue derived
primarily from the Fourth Judicial Task Force and DEA.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 7
State Forfeiture Revenue
Page 4 of 6

Budget Year 2009	Department: Police Division: Police Program: Police/Animal Projects	Date Requested 4/21/2009	Adjustment Number
-------------------------	---	---------------------------------	-------------------

Project or Item Added/Increased: Vehicles and Equipment	Project or Item Deleted/Reduced: State Forfeiture Revenue
--	--

Justification of this Increase: State forfeiture funds are required to be used for law enforcement uses only.	Justification of this Decrease: Revenue resulting from the disbursement of seized cash/property made by FPD and 4th Judicial DTF by court order.
--	---

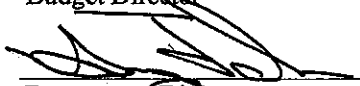
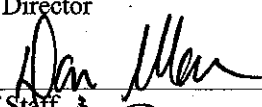
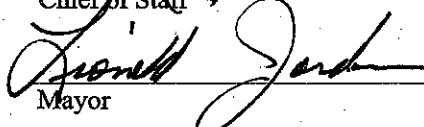
Increase Budget

Account Name	Account Number				Amount	Project Number	
Vehicles And Equipment	1010	2920	5802	00	21,118	03045	1

Decrease Budget

Account Name	Account Number				Amount	Project Number	
Police Law Enforcement Trust	1010	0001	4308	02	21,118	03045	1

Approval Signatures

	4-3-09
Budget Director	Date
	4-3-09
Department Director	Date
Paul A. Beck	4-3-2009
Finance Director	Date
	4/4/09
Chief of Staff	Date
	4/7/09
Mayor	Date

Budget & Research Use Only

Type: A B C D E

Requested By _____

General Ledger Date _____

Posted to General Ledger _____

Posted to Project Accounting _____

Initial	Date
Initial	Date

4/01/09

General Ledger Inquiry

State Forfeiture Revenue

Revenue Account

Account Status : ACTIVE

1010.0001.4308.02

Budgeted Account/Org. Level: Acct Class 2

Police Law Enforce Trust

Fiscal Start Month/Year End: 01 2009

Month	Budget	Amendments	Revenues	YTD Balance
Jan :	.00	.00	12110.32	12110.32-
Feb :	.00	.00	9007.43	21117.75-
Mar :	.00	.00	.00	21117.75-
Apr :	.00	.00	.00	21117.75-
May :	.00	.00	.00	21117.75-
June:	.00	.00	.00	21117.75-
July:	.00	.00	.00	21117.75-
Aug :	.00	.00	.00	21117.75-
Sept:	.00	.00	.00	21117.75-
Oct :	.00	.00	.00	21117.75-
Nov :	.00	.00	.00	21117.75-
Dec :	.00	.00	.00	21117.75-
Total	.00	.00	21117.75	21117.75-

F3=Exit F10=MTD Bal. F11=Transactions F12=Cancel F22=More Functions

General Ledger Transaction Inquiry

State of Illinois
Page 6 of 6

G/L Account . . . : 1010.0001.4308.02

Police Law Enforce Trust

Transaction Type(s): *ALL

Date Range: 1/01/2009 - 12/31/2009

Type options, press Enter.

Reset: _____ +

5=Display 9=Source Information 10=Transactions

23=Journal Documents 24=Transaction Documents

More: _____ >

Opt	Date	Journal	TT	JT	Source	Description	Amount
—	2/27/09	0901026	RA	JE	Misc Recpt	FPD Feb 08, AR St F	9007.43-
—	1/13/09	0900218	RA	JE	Misc Recpt	FPD-Dec 2008 St For	12110.32-

*=Documents Attached

Bottom

F3=Exit . . F4=Prompt . . F12=Cancel . . F19=Left . . F20=Right . . F22=More

City of Fayetteville Staff Review Form

A. 8
Federal Forfeiture Revenue
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

4/21/2009

City Council Meeting Date
Agenda Items Only

W. Newman
Submitted By

Support Services
Division

Police
Department

Action Required:

Approval of a budget adjustment to record federal forfeiture revenue received during the first quarter of 2009 and appropriate expenses in the amount of \$812.

\$ 812.00
Cost of this request

\$ 59,134.00
Category / Project Budget

PD Law Enf. Federal Forfeitures
Program Category / Project Name

1010-2920-5802.00
Account Number

\$ -
Funds Used to Date

Donations
Program / Project Category Name

03046-1
Project Number

\$ 59,134.00
Remaining Balance

General
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:



A. 8
Fayetteville Police Department
100-A West Rock
Fayetteville, AR 72701
Telephone: (479) 587-3555
Fax: (479) 587-3563

Departmental Correspondence

To: Mayor Lioneld Jordan and Members of the City Council
From: Greg Tabor, Police Chief 
Date: April 3, 2009
Re: **Approval of a Budget Adjustment to recognize Federal Forfeitures**

Background

The Fayetteville Police Department receives forfeitures as a result of civil proceedings concerning cash or property seized during a criminal investigation. Most of the forfeitures we have received in the past are a direct result from the efforts of the officers we assign to the 4th Judicial District Drug Task Force (4th DTF) and the local office of the Federal Drug Enforcement Agency (DEA).

Discussion

We must follow the Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies to spend federal forfeitures. All purchases utilizing these funds will follow the City of Fayetteville Purchasing Policy.

Recommendation

Staff recommends approval of a budget adjustment in the amount of \$812.

Budget Impact

Increase expenses to correspond with federal forfeiture revenue received during the first quarter of 2009.

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT
TO RECOGNIZE \$812.00 IN REVENUE AS THE RESULT
OF FEDERAL FORFEITURES BY THE FOURTH JUDICIAL
TASK FORCE AND DEA**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment to recognize \$812.00 in revenue primarily as the result of federal forfeitures by the Fourth Judicial Task Force and DEA.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 8
Federal Forfeiture Revenue
Page 4 of 6

Budget Year 2009	Department: Police Division: Police Program: Police/Animal Projects	Date Requested 4/21/2009	Adjustment Number
--------------------------------	---	--	-------------------

Project or Item Added/Increased: Vehicles and Equipment	Project or Item Deleted/Reduced: Federal Forfeiture Revenue
--	--

Justification of this Increase: Federal forfeiture funds are required to be used for law enforcement uses only.	Justification of this Decrease: Revenue resulting from the court ordered disbursement of federally seized cash/property made by DEA, 4th Judicial DTF, and /or FPD.
--	--

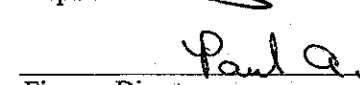
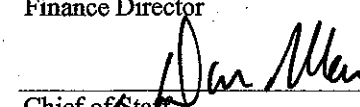
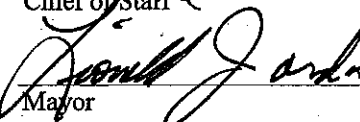
Increase Budget

Account Name	Account Number	Amount	Project Number
Vehicles And Equipment	1010 2920 5802 00	812	03046 1

Decrease Budget

Account Name	Account Number	Amount	Project Number
Federal Forfeitures	1010 0001 4504 00	812	03046 1

Approval Signatures

	4-3-09
Budget Director	Date
	4-2-09
Department Director	Date
	4-3-2009
Finance Director	Date
	4/4/09
Chief of Staff	Date
	4/7/09
Mayor	Date

Budget & Research Use Only

Type:	A	B	C	<u>D</u>	E
Requested By	_____				
General Ledger Date	_____				
Posted to General Ledger	_____				
	Initial	Date			
Posted to Project Accounting	_____				
	Initial	Date			

4/01/09

General Ledger Inquiry

Federal Forfeiture Revenue

Revenue Account

Account Status : ACTIVE

1010.0001.4504.00

Budgeted Account/Org. Level: Acct Class 2

Federal Forfeitures

Fiscal Start Month/Year End: 01 2009

Month	Budget	Amendments	Revenues	YTD Balance
Jan :	.00	.00	475.53	475.53-
Feb :	.00	.00	336.83	812.36-
Mar :	.00	.00	.00	812.36-
Apr :	.00	.00	.00	812.36-
May :	.00	.00	.00	812.36-
June:	.00	.00	.00	812.36-
July:	.00	.00	.00	812.36-
Aug :	.00	.00	.00	812.36-
Sept:	.00	.00	.00	812.36-
Oct :	.00	.00	.00	812.36-
Nov :	.00	.00	.00	812.36-
Dec :	.00	.00	.00	812.36-
Total	.00	.00	812.36	812.36-

F3=Exit F10=MTD Bal. F11=Transactions F12=Cancel F22=More Functions

General Ledger Transaction Inquiry

Federal Forfeitures
Page 6 of 6

G/L Account . . . : 1010.0001.4504.00

Federal Forfeitures

Transaction Type(s): *ALL

Date Range: 1/01/2009 - 12/31/2009

Type options, press Enter.

Reset: _____ +

5=Display 9=Source Information 10=Transactions

23=Journal Documents 24=Transaction Documents

More: _____ >

Opt	Date	Journal	TT	JT	Source	Description	Amount
—	2/27/09	0901026	RA	JE	Misc Recpt	FPD Feb 08, Fed For	336.83-
—	1/26/09	0900441	JE	JE	1148 WN	09-DEA-507055;KY-08	475.53-

*=Documents Attached

Bottom

F3=Exit . . F4=Prompt . . F12=Cancel . . F19=Left . . F20=Right . . F22=More

City of Fayetteville Staff Review Form

A. 9
Bronze Sculpture Manhole
Cover Donation
Page 1 of 16

City Council Agenda Items
and
Contracts, Leases or Agreements

4/21/2009

City Council Meeting Date
Agenda Items Only

Connie Edmonston

Submitted By

Division

Parks & Recreation

Department

Action Required:

Approval of a resolution to accept a donated bronze sculpture manhole cover at the Blair Library according to the Fayetteville Arts Council Policy.

n/a

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

Connie Edmonston
Department Director

4-3-09
Date

Previous Ordinance or Resolution #

K. J. ...
City Attorney

4-1-09
Date

Original Contract Date:

Original Contract Number:

Paul A. Bahr
Finance and Internal Services Director

4-7-2009
Date

Received in City
Clerk's Office

ENTERED

4-3-09

Chief of Staff

4/7/09
Date

Received in
Mayor's Office

ENTERED

4/7/09 BRP

Mayor

4/7/09
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council
Thru: Don Marr, Chief of Staff
From: Connie Edmonston, Parks and Recreation Director
Date: April 3, 2009
Subject: **Resolution to accept a donated bronze sculpture for a manhole cover designed by Hank Kaminsky at the Blair Library**

RECOMMENDATION

Approval of a resolution to accept a donated bronze sculpture manhole cover at the Blair Library according to the Fayetteville Arts Council Policy.

BACKGROUND

Hershey and Denise Garner requested for the Fayetteville Arts Council to accept a donated bronze sculpture manhole cover designed by Hank Kaminsky to be installed in front of the Blair Library in the sidewalk. (See attached location map.) Louise Schaper, Executive Director of the Fayetteville Public Library endorsed the project and stated in her memo, "Hank Kaminsky's manhole work will bring our own lauded sculptor to grace the sidewalk in front of Blair Library and will link the library to the peace fountain at the Town Center."

The bronze sculpture manhole would replace the storm sewer cover which is located in the right of way on the library's sidewalk. There is currently a similar manhole cover designed by Hank Kaminsky located in front of Tiny Tim's Pizza on the Downtown Square. The Engineering and Transportation Divisions, as well as the City Attorney, have reviewed and approved this project.

DISCUSSION

The Fayetteville Arts Council approved the donated bronze sculpture at their April 1, 2009 monthly meeting. According to the Arts Council Policy, the Arts Council is to submit approved donated public art, monument and memorial projects to the City Council for final approval. This is the second project to be reviewed by the Arts Council.

BUDGET IMPACT

There will not be any budget impact for this project. In the event the bronze manhole is vandalized and/or stolen, the manhole will be replaced with a standard cover.

Attachments:

Fayetteville Art's Council Memo of Approval
Fayetteville Public Library Memo of Approval
Manhole Cover Design
Fayetteville Arts Council Request Form

RESOLUTION NO. _____

**A RESOLUTION TO THANK HERSHEY AND DENISE GARNER
AND TO ACCEPT THEIR DONATED SCULPTURED BRONZE
MANHOLE COVER FOR A STORM SEWER AT THE BLAIR
LIBRARY**

WHEREAS, the Fayetteville Arts Council has recommended that the City Council accept a sculptured bronze manhole cover donated by Hershey and Denise Garner to be placed over a storm sewer on the Fayetteville Blair Library's sidewalk; and

WHEREAS, this sculpture continues the motif of the World Peace Prayer Fountain in front of the Fayetteville Town Center and is similar to the existing sculptured bronze manhole cover near the front of the Town Center Plaza; and

WHEREAS, this sculpture is appropriate and proper for the sidewalk on the Blair Library's right of way.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its gratitude to Hershey and Denise Garner for offering to donate a sculptured bronze manhole cover and accepts such donation.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby finds it is appropriate and proper to place the donated sculptured bronze manhole cover over the storm sewer manhole on the property of the Fayetteville Blair Library.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council
From: Julie Gabel, Fayetteville Arts Council
Date: April 3, 2009
Subject: To accept the gift of a Hank Kaminsky Monument

RECOMMENDATION

Approval of a resolution accepting a monument of a storm sewer lid, created by Hank Kaminsky.

BACKGROUND

The Fayetteville Arts Council is recommending the City of Fayetteville accept this monument which is a storm sewer lid, created by Hank Kaminsky and donated by Hershey and Denise Garner, to be placed on the sidewalk in front of the Blair Library, and which is in accordance to the mandate of the Fayetteville Arts Council to promote and encourage the appreciation and enhancement of the arts and culture resources of Fayetteville. The design is a later version of the storm sewer lid in the sidewalk in front of Tim's Pizza on the Fayetteville Square. The required forms have been submitted and the City's Attorney has approved the structure as a monument.

DISCUSSION

Hershey and Denise Garner have purchased the monument of a storm sewer lid from Hank Kaminsky, a Fayetteville artist of considerable reputation, and wish to donate the monument to the City of Fayetteville with no further obligation to the city or the library. Hank Kaminsky owns the copyrights to the monument.

BUDGET IMPACT

The City of Fayetteville will incur no cost to purchase this monument. It is our understanding that if the monument is stolen or damaged, the City of Fayetteville will not replace it to its existing state, but will replace the monument with a standard storm sewer lid.

Attachment:

Donated Public Art, monument and Memorial Policy, Request Form
Visual and descriptive details of the monument itself.

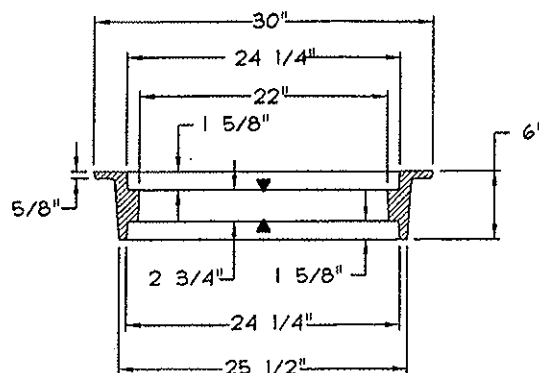
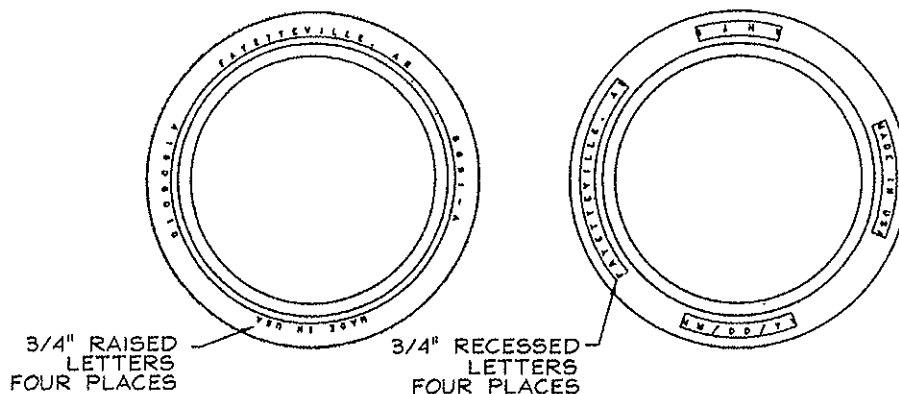
February 17, 2009

TO: Members of the Fayetteville Arts Council
FROM: Louise Schaper, Executive Director, Fayetteville Public Library
RE: Manhole cover designed by Hank Kaminsky and donated by Hershey and Denise Garner

Throughout the development and design of the Fayetteville Public Library, we envisioned the new building as a place for the display of public art in its myriad forms. Now the Blair Library hosts rotating displays of art by both children and adults and is the proud home of *Undine*, a major work by Anita Huffington. Further, art is the topic of numerous workshops and events. In short, FPL embraces art not only for the joy it evokes in the viewer but also because it strengthens the library as a destination and supports Fayetteville's moniker as the Athens of the Ozarks.

Hank Kaminsky's manhole work will bring our own lauded sculptor to grace the sidewalk in front of Blair Library and will link the library to the peace fountain at the Town Center. We believe this work will be enjoyed by all who visit the library - especially now that the Blair Library and the new KUAF building will be adjacent. His theme of peace is universal, appropriate, and will generate much interest and foot traffic. It will be a joy for all to view and experience Hank's work.





REVERSIBLE RING SECTION

HEAVY DUTY RING AND COVER

SCALE: N.T.S.



**FAYETTEVILLE ARTS COUNCIL
DONATED PUBLIC ART / MONUMENT / MEMORIAL
REQUEST FORM**

Name: HERSHEY & DENISE GARNER
 Address: 3390 MISSION BLVD
 City: Fayetteville State: AR Zip: 72701
 Phone - Home 442-6743 Work/Cell _____
 Email: _____

1. Types of Donation

___ Monument ___ Fountain
X Sculpture ___ Other (Please specify below.)
 ___ Memorial

- 2. Artist Description of Donated Art/Monument:** A written description of the background/historical information associated with any donated art item, including but not limited to, information about the creation of the item(s) and materials used. Additional information may be attached. (Models and/or pictures are to be attached or submitted with the proposal.)

THE SCULPTURE IS DESIGNED AS A
MANHOLE COVER. IT IS A LATER VERSION
OF THE MANHOLE COVER IN THE SIDEWALK IN
FRONT OF TIM'S PIZZA ON THE SQUARE. IT ACTS
AS IF THE ENTIRE EARTH IS SPEAKING THE PRAYER
"MAY PEACE PREVAIL ON EARTH"

5. Project Budget**Site Preparation Required:**Cost: — 0 —Narrative: SITE PREP. BY ARTIST**Foundation:**Cost: — 0 —

Narrative: _____

Donated Art/Monument/Memorial:

Cost: _____

Electricity Required:Cost: — 0 —

Be specific: _____

Lighting Required:Cost: — 0 —

Be specific: _____

Maintenance/Endowment:Cost: — 0 —

Note: A maintenance plan must be attached. If an Endowment Fund is setup, please give proper justification for the funding required.

Other:Be specific: NO MAINTENANCE REQD Cost: — 0 —**Total Project Cost:** \$ — 0 —**6. Cost Exclusion:** Please list any cost or part of the project that will not be provided by the artist / donor.— 0 —**7. Additional Employment Required by Artist:** Please list additional party(s) hired or employed by artist to assist with work:— 0 —

If a plaque is requested in this project, please complete the following: *NO*

Plaque Exact Wording: _____

Size of Plaque: _____

Plaque Material: _____

3. Biography of artist(s): (To be attached.) *ATTACHED*

4. Location for Donation: (Please prioritize.)

Priority 1

Site: *IN THE SIDEWALK IN FRONT OF THE LIBRARY*

Specific Location: _____
(Please attach a map.)

Site Geographic Justification: _____

Priority 2

Site: _____

Specific Location: _____
(Please attach a map.)

Site Geographic Justification: _____

Priority 3

Site: _____

Specific Location: _____
(Please attach a map.)

Site Geographic Justification: _____

8. Written explanation of legal issues, including but not limited to, identifying the current legal owner of the items, the existence of any copyrights, patents or other title rights in or to the item(s) - such as any interests to remain with the artist or designer of the item(s), and an explanation of any conditions or limitations on the donation of the item(s) and whether the City or donor will pay for such costs.

LEGAL OWNER IS NERSHEY & DENISE
GARNER, KAMINSKI OWNS THE COPYRIGHTS
THE GARNERS INTEND TO DONATE THE
WORK & INSTALLATION OF THE PIECE WITH NO
FURTHER OBLIGATION TO THE CITY OR LIBRARY

9. The estimated value of each item, including appraisals of the item(s) if available:

RETAIL COST OF BRONZE SCULPTURE \$2,500

10. The anticipated date for the project to begin, construction schedule, and completion date: THE PROJECT WILL BEGIN WHEN

THE WORK IS ACCEPTED BY THE CITY
INSTALLATION WILL TAKE 1 HOUR

11. Environmental effects of the item(s): NO ADVERSE

ENVIRONMENTAL EFFECTS

12. Anticipated life of the item(s): PERMANENT

13. Please attach public support for the proposed donation. ATTACHED LETTER

14. Please attach a warrant of originality (if applicable). N/A

Please include any additional information or documentation you deem as necessary or appropriate for the Fayetteville Arts Council to evaluate the project. Failure to provide the information outlined above may result in the City's rejection of this proposal until all the requested information is provided.

KAMINSKY

HANK KAMINSKY, SCULPTOR

808 S. GOVERNMENT AVE
FAYETTEVILLE, AR 72701
479-442-5805
sculptor@kaminsky.com
www.sculptor.kaminsky.com

A-9
Bronze Sculpture Manhole
Cover Donation
Page 12 of 16

resume

education

- 1983-85** University of Arkansas, B.A. with High Honors in Art
- 1963-65** Pennsylvania Academy of the Fine Arts under Harry Rosen, Paul Anthony Greenwood and Walker Hancock. Full tuition scholarship.
- 1962** New School for Social Research under Seymour Lipton.
- 1961-62** Art Students League under Jose de Creeft and John Hovahness.
- 1956-61** Queens College, Flushing, NY with Elias Freidensohn and William Kreuger

commissioned sculpture and public art

- 2008** McFadden Square Centennial Legacy sculpture. Newport Beach California
- 2005** "Portal" a sculpture for the Ozark Woodland Sculpture Garden, a program of the University of the Ozarks
- 2003-04** Fountain sculpture for Washington Regional Hospital, Fayetteville AR.
Contact: Bill Rogers, foundation director 479-713-1711
- 2002-03** Fountain sculpture for city of Clinton, Arkansas
Contact: Roberta Katz-Messenger, Director 501-745-4589
- 2001-02** *World Peace Prayer Fountain* sculpture for the city of Fayetteville AR.
Installed December 31, 2002 at Town Center on the Square.
Contact: Marilyn Johnson, Director 479-587-9944
- 2000** Fountain sculpture— Arsagas Block Street Bakery, Fayetteville, AR.
Contact: Cary Arsaga 501-442-7768
- 1999-02** Series of tabletop fountain sculptures sold through galleries and decorators.
- 1999** Grave Marker for Virginia Jackson at Mount Comfort Cemetery, Fayetteville, AR.
- 1998** Peace Rock—a private peace memorial at the home of Professor James R Bennett in Fayetteville AR. Contact: Dick Bennett 501-442-4600
- 1997** "*The Miracle of the Double Helix*" monumental bronze sculpture of a symbolic DNA molecule made of words installed at University of Arkansas for Medical Sciences, Little Rock, AR.
Contact: Harry Ward, former Dean UAMS, Little Rock
- 1992** Bronze Donor Stars and sidewalk design for the Arts Center of the Ozarks "Walk of Stars," Springdale, AR. Contact: Kathy Blundell, 501-751-5441
- 1992** Door Handles for KFSM-TV Fayetteville and Fort Smith, AR.
- 1991** "Business For The Arts" Award, Chamber of Commerce, Fayetteville, AR.

commissioned sculpture and public art

- 1990 Set of Communion Vessels and Candle fixtures for the First United Presbyterian Church, Fayetteville, AR.
- 1986 "Islands in the Sea" for Temple Shalom, Fayetteville, AR.
- 1986 "Yahrzeit" for Temple B'nai Israel, Little Rock, AR.
- 1965 "Eternal Light" and "Burning Bush" for Eisendrath Memorial Chapel Kresgeville, PA.

commissioned portrait and figurative sculpture

- 2006 Bronze Bust of Ralph Martin for the Ralph Martin Chemical Engineering Dept. University of Arkansas, Fayetteville AR
- 2006 Bronze Bust of Dr. Fay Boozman for the Fay Boozman College of Public Health, UAMS, Little Rock AR
- 2003 Double bust of Bob and Marilyn Bogle for Womens Athletic Center University of Arkansas, Fayetteville AR. Contact: Bev Lewis 479-575-4959
- 2001 Sculpture of a Razorback Hog for the University of Arkansas, Fayetteville AR. Contact: Charlotte Taylor, 501-575-7384
- 2001 Bust of Alice L. Walton for Northwest Arkansas Regional Airport Contact: Scott Van Laningham 501-205-1000, x2228
- 2001 McClinton Fountain of Education, Fayetteville AR. Contact: Roy Carr, 501-973-8629
- 1999 Portrait bust of Sam Walton for Walton College of Business Administration, Fayetteville, AR. Contact: Donnie Williams, 575-5949
- 1997 High Relief portrait plaque honoring Louise Bell at Fayetteville High School, Fayetteville, AR. Contact: Principal, Fayetteville High School
- 1996 Medal of the Dale Bumpers College of Agricultural, Food and Life Sciences, Fayetteville, AR. Contact: Dean of the College of Agriculture UAF
- 1995 Bronze Double bust of Pat and Willard Walker, Arkansas Cancer Research Center, Little Rock, AR.
- 1995 Bronze bust of Leland Tollett, Center of Excellence in the Poultry Sciences, University of Arkansas, Fayetteville, AR.
- 1995 Bronze bust of Deane R. Boswell, Bryant Civic Center, Bryant, AR.
- 1994 Bronze Bust of Wilbur Mills now in 18 copies including one at the State Capitol Little Rock AR. and other areas in Arkansas and in Washington, D.C.
- 1993 Engineering College Medal, University of Arkansas
- 1991 Double Portrait Bust of Bernice and Harvey Jones for Jones Eye Institute, Little Rock, AR.
- 1991 Fulbright College Medal, University of Arkansas
- 1990 High relief portrait of Senator J. William Fulbright and monument design for City of Fayetteville, AR.
- 1989 James Hudson Pride Award, Hudson Foods, Rogers, AR.
- 1989 Plaque for Nettie Boles photograph, University of Arkansas
- 1988 Relief portrait of O.C. Bailey, University of Arkansas
- 1987 Fulbright College Scholars Medal, University of Arkansas
- 1987 Bust of Irma Giffels, University of Arkansas
- 1987-2008 More than 1000 private portrait commissions in the Mid-South region.
- 1986 A relief portrait of George W. Combs, University of Arkansas

selected juried and invitational exhibitions

1990	Hendrix College Sculpture/Drawing Invitational, Conway, AR.
1986	All Arkansas College and University Art Exhibition, Arkansas Art Center, Little Rock, AR.
1986-87	Faculty Show, University of Arkansas, Fayetteville, AR.
1985	Governors Exhibition, Little Rock, AR.
1984	"Currents 84," Hot Springs, AR.
1982-85	The Sequoyah Show, University of Arkansas, Fayetteville, AR.
1979-80	Prints, Drawings and Crafts Exhibition, Arkansas Arts Center, Little Rock, AR.
1977-	Portfolio File of the American Crafts Council, New York
1978	"Craftsmen of the Southeast," Birmingham Museum, Birmingham, AL.
1976-81	Distinguished Artists Exhibition, Little Rock, AR.
1976-77	Eureka Artists Traveling Exhibition, Arkansas
1970	"Museum-A Project of Living Artists," New York City
1968	Audubon Artists Show, National Academy of Art, New York City
1967-69	Brata Gallery, New York City
1966-67	Robert J. Schoelkopf Gallery, New York City
1966	Poindexter Gallery, New York City
1964	The Philadelphia Gallery, Philadelphia, PA.
1964	Pennsylvania Academy of the Fine Arts, Philadelphia, PA.
1963-64	Hinckley and Brohel Gallery, Washington, DC.
1961-63	The Drawing Shop, New York City

selected solo exhibitions

1993	Art Center of the Ozarks, Springdale, AR - Inaugural Show
1989	Itawamba Community College, Fulton, MS.
1985	University of Arkansas Union Gallery, Fayetteville, AR.
1984,	Fort Smith Art Center, Fort Smith, AR.
87,91	
1983	Arkansas Arts Council's gallery, Little Rock, AR.
1979	Arkansas Territorial Restoration gallery, Little Rock, AR.

selected awards

2008	Arkansas Arts Council, Artists Fellowship Award
2007	Nominee, USA Artists Fellowship
2004	Arkansas Peace and Justice Heroes Award, Omni Center for Peace, Justice and Ecology, Fayetteville, AR
1997	Lay Service Award, Fayetteville Education Association (for work with High School students)
1993	Certificate of Recognition, State of Arkansas (public service to the state)
1986	High Honors in Art, University of Arkansas, Fayetteville, AR.
1985	Harold Hantz Award (for paper below), University of Arkansas, Fayetteville, AR. Arkansas Arts Council Grant for Sand Casting Paper

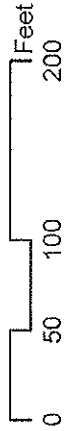
My earliest work and educational experience is in the field of science and particularly electronics. I have worked as a test engineer at Hazeltine Electronics, American Bosch Arma Corp. and at S&M Products Corp. in N.Y.C. (where I helped design a golf playing machine). My interest in the technology of art is reflected in my work at the Cooper Union in NYC (where I was employed as the facilities manager for the sculpture and architecture technical studios from 1967-1970) and before that at Queens College where I served as ceramics technician while a student there. I operated a bronze foundry in my home and on one of my two European trips. Since 1971 I have been working with a technique I call "Sand-Matrix Design." An example of this technique can be seen in the sculpture "Miracle of the Double Helix" which I installed in 1997 in Little Rock at the University of Arkansas for Medical Sciences and more recently the World Peace Prayer fountain sculpture as mentioned below.

I put myself through art school in Philadelphia by operating a service for sculptors. I have helped to form several organizations including the Brooklyn Free Press (a printing shop in New York), the "Museum-A Project of Living Artists," (a very large cooperative gallery in New York in the late 60's), The Eureka Brotherhood Cooperative and The Eureka Springs Guild of Artists and Craftspeople, both in Eureka Springs, AR. I was a founding member and first Vice President of the Artists of Northwest Arkansas.

My business experience includes The Great Eureka Forgery (research and marketing of sandcast metals), A Show of Hands, Inc. (a crafts gallery in Eureka Springs, AR) and the Kaminsky Limited Partnership (a gold and gemstone business) in the late 70's. From 1992 to 2001 my wife and I operated a community Art School in Fayetteville AR called "The Art Experience" which also housed her art therapy and counseling office, my sculpture studio and the sculpture services business.

In 2001 I moved my studio to a new, much larger building, which I call "The Village Sculptor." In this 6000 square foot studio the World Peace Prayer fountain was produced. This spherical bronze fountain is covered with the words "May Peace prevail on Earth" and sits at the Town Center in Fayetteville, Arkansas. It was completed and installed on New Years Eve 2002. The studio now serves as a facility capable of both large and small productions. In 2004 I completed a large scale fountain sculpture project for the Washington Regional Hospital in Fayetteville, AR. Then followed a 2 year period concentrating on personal works intended for gallery exhibition.

I am currently working on a variety of proposals including one for the corporate community called "The Sculpture of Corporate Citizenship" This work incorporates words and images that deal with corporate ethics. I have been awarded a commission by the city of Newport Beach CA for a sculpture for their centenary celebration



Fayetteville Public Library
401 West Mountain Street

City Council Agenda Items
and
Contracts, Leases or Agreements

4/21/2009

City Council Meeting Date
Agenda Items Only

Carole Jones

Submitted By

Park Planning

Division

Parks and Recreation

Department

Action Required:

Approval of a Resolution authorizing the Mayor to apply for an EPA Wetland Program Development Grant in the amount of \$250,000 for a stream restoration project through Sweetbriar Park and surrounding areas (See attached memo).

\$	67,000.00
----	-----------

Cost of this request

\$	452,113.00
\$	98,861.00

Category / Project Budget

Other Drainage Improvements
Gordon Long/Red Oak Improvements

Program Category / Project Name

4470.9470.5817.00
4470.9470.5806.00

Account Number

\$	42,302.20
\$	-

Funds Used to Date

Sales Tax Capital Improvements
Sales Tax Capital Improvements

Program / Project Category Name

02097.1
02015.1

Project Numbers

\$	409,810.80
\$	98,861.00

Remaining Balance

Sales Tax
Sales Tax

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

Carmie Edmonstone 4-6-09
Department Director Date

Previous Ordinance or Resolution #

D. J. Whit 4/7/09
City Attorney Date

Original Contract Date:

Original Contract Number:

Paul A. Beecher 4-8-2009
Finance and Internal Services Director Date

Received in City
Clerk's Office

Jim Mann 4/9/09
Chief of Staff Date

Received in
Mayor's Office

David Jordan 4/9/09
Mayor Date

Comments: Staff is requesting \$33,500 from each project number for a total request of \$67,000. Budget specifics will be outlined upon grant award.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR AN EPA REGION 6 WETLAND PROGRAM DEVELOPMENT GRANT IN THE AMOUNT OF \$250,000.00 FOR A STREAM RESTORATION PROJECT THROUGH SWEETBRIAR PARK AND SURROUNDING AREAS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to apply for an EPA Region 6 Wetland Program Development Grant in the amount of \$250,000.00 for a stream restoration project through Sweetbriar Park and surrounding areas.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City Council Meeting of April 21, 2009

Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council
Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Chris Brown, Interim City Engineer
From: Carole Jones, Park Planner *CJ*
Date: April 6, 2009
RE: Resolution to apply for EPA Region 6 Wetland Program Development Grant

RECOMMENDATION

Parks and Recreation and Engineering staff are seeking City Council approval of a resolution to authorize the City to apply for \$250,000 from the EPA Region 6 Wetland Program Development Grant program for a stream restoration project through Sweetbriar Park and surrounding areas.

BACKGROUND

Sweetbriar Park contains 4.05 acres and is located at 2645 E. Sweetbriar Drive. The park is situated in the northeast quadrant of town east of Old Missouri Road and south of Joyce Boulevard.

Niokaska Creek, a tributary to Mud Creek, flows through Sweetbriar Park. The creek is located within the Illinois River Watershed. The creek sections are incised and have several banks eroding into the park land and surrounding residential yards which have resulted in vertical cut-banks. These banks contribute excessive sediment to the streams through lateral erosion. Bank erosion presents a safety concern and leads to a lack of riparian canopy. Restoration is necessary to stabilize the creek and prevent further erosion.

DISCUSSION

The EPA Region 6 Wetland Program Development Grant is an annual grant, not a one-time stimulus grant. The grant is for projects promoting research, training, demonstrations, and surveys relating to the causes, effects, extent, prevention, reduction, and elimination of water pollution. The proposed stream restoration project at Sweetbriar Park qualifies for this grant money. The maximum grant amount is \$250,000. The application deadline is April 30, 2009. The Watershed Conservation Resource Center is assisting City staff in the preparation of the grant application. If the grant is awarded, City Council approval will be required.

BUDGET IMPACT

This grant application is for up to \$250,000. The EPA Region 6 Wetland Program Development Grant is a 25/75 Matching Grant. The current project estimate is \$268,000 which would result in a City match of \$67,000.

This project is funded with sales tax funds. The total project cost is Not to Exceed \$67,000. The actual cost of the project will be divided between the two funding sources of the Engineering Division and Parks and Recreation Department.

Attachments:
Staff Review Form
Grant Information E-mail

Sandi J. Formica

From: Keene, Kathleen [KEENE@adeq.state.ar.us]
Sent: Tuesday, March 17, 2009 11:49 AM
To: AWAG@listserv.adeq.state.ar.us
Subject: [AWAG]Wetland Program Development Grants for Region 6 - EPA is accepting applications for projects promoting research, training, demonstrations, and surveys relating to the causes, effects, extent, prevention, reduction, and elimination of water pollution

Kate Finefield-Keene
ADEQ
(501) 682-0012

From: FIEN, LLC- Cindy Roberts [car@fien.com]
Sent: Monday, March 16, 2009 9:07 AM
To: 'FIEN LLC - Jack Cooper':
Subject: Wetland Program Development Grants for Region 6 - EPA is accepting applications for projects promoting research, training, demonstrations, and surveys relating to the causes, effects, extent, prevention, reduction, and elimination of water pollution.
Wetland Program Development Grants for Region 6 - EPA is accepting applications for projects promoting research, training, demonstrations, and surveys relating to the causes, effects, extent, prevention, reduction, and elimination of water pollution..
Organization: Environmental Protection Agency (EPA)
Summary: Eligible organizations are states, tribes, local government agencies, interstate agencies, and intertribal consortia are eligible to apply under this announcement. Past recipients of WPDGs include but are not limited to: wetland regulatory agencies, water quality agencies, planning offices, wild and scenic rivers agencies, departments of transportation, fish and wildlife or natural resources agencies, agriculture departments, forestry agencies, coastal zone management agencies, park and recreation agencies, non-point source or storm water agencies, city or county, and other state/tribal/local government agencies that conduct wetland-related activities. Non-profit organizations are not eligible to compete. Universities that are not chartered as a part of state government are not eligible. The total amount of federal funding available under this announcement is approximately \$1,479,431 depending on Agency funding levels and other applicable considerations. It is anticipated that approximately 8 to 11 awards will be made under this announcement. Awards will likely range from \$25,000 to \$250,000 in federal funds. EPA Region 6 is composed of Arkansas, Louisiana, New Mexico, Oklahoma and Texas.
Source: Funding Opportunity Number: EPA-Reg06WPDG-2009 Applications Due
By: April 30, 2009 Web site: The RFP for Region 6 is at <http://www.epa.gov/region6/water/at/wetlands/rfp2009.pdf>
Contact: Sondra McDonald, State/Tribal Program Section (6WQ-AT), EPA Region 6; 1445 Ross Avenue; Dallas, TX 75202, Phone: 214-665-7187;
EMAIL: mcdonald.sondra@epa.gov
Prepared by: This message was distributed by Cindy Roberts, who may be reached at e-mail: car@fien.com or 202-669-6951 This article (#8550) was distributed by e-mail on March 16, 2009 to those whose names are on the FIEN, LLC Subject Matter Distribution Lists for Clean Water; Financing of Environmental Projects; Life Cycle Assessment, Design for the Environment, and Pollution Prevention

Cindy Roberts
Food Industry Environmental Network, LLC
1464 Harvard St. NW, Suite 14
Washington, DC 20009-4610
Phone: 202-669-6951 --- E-Mail: CAR@fien.com

Food Industry Environmental Network, LLC (FIEN, LLC) - see <http://www.fien.com> - FIEN, LLC is a regulatory and policy e-mail update service for the agriculture and food industry which is operated as a partnership by Jack Cooper and Cindy Roberts

City of Fayetteville Staff Review Form

B. 1
RZN 08-3084 (Candlelight Place)
Page 1 of 26

City Council Agenda Items
and
Contracts, Leases or Agreements

10/21/2008

City Council Meeting Date
Agenda Items Only

Jeremy Pate *JP*
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 08-3084: (Candlelight Place, 367): Submitted by Pat McGowan for property located at the southeast corner of Gregg Avenue and Ash Street. The property is zoned RSF-4, Residential Single-Family, 4 units per acre, and contains approximately 0.94 acres. The request is to rezone the subject property to RMF-24, Residential Multi-Family, 24 units per acre.

Cost of this request

\$ -
Category / Project Budget

Program Category / Project Name

Account Number

\$ -
Funds Used to Date

Program / Project Category Name

Project Number

\$ -
Remaining Balance

Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐

[Signature]
Department Director

9.30.08
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

10-1-08
Date

Original Contract Date:

Original Contract Number:

Paul A. Becht
Finance and Internal Service Director

10-1-08
Date

Received in City
Clerk's Office

ENTERED
10/16/08

[Signature]
Mayor

10/6/08
Date

Received in
Mayor's Office

ENTERED
10/16/08

Comments:

3/3/08 Left on Third Reading &
Tabled to Apr. 21, 2009 3/3/08
Pat McGowan called 12/17/08
asked this item to be placed
back on the City Council Agenda
for March 3, 2009

11/6/08 Left on Second Reading
And Tabled Indefinitely
Tabled to 11/6/08 mtg
Left on First reading 10/21/08 and

Revised April 16, 2007

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: September 29, 2008

Subject: Rezoning for Candlelight Place Apartments (RZN 08-3084)

RECOMMENDATION

Staff and the Planning Commission recommend approval of rezoning a portion of the subject property from RSF-4, Residential Single Family, 4 units/acre, to RMF-24, Residential Multi-Family, 24 units/acre located at the corner of Gregg Avenue and Ash Street.

BACKGROUND

The property, containing approximately 0.94 acres, is located at the corner of Gregg Avenue and Ash Street, just north of the Candlelight Place Apartments, and is currently undeveloped. At this location, Gregg Avenue (Minor Arterial) runs parallel with and adjacent to the east of the Frisco Railroad track, an active rail line, as shown on the attached aerial map. Surrounding land uses are mixed on both sides of the Railroad. To the east of Gregg Avenue and the Frisco Railroad track and the north of the site, properties consist of single- and multi-family zoning districts and land uses. To the west, properties consist of multi-family, heavy commercial, and light industrial zoning districts and land uses.

The applicant proposes to rezone the property from RSF-4 to RMF-24 to develop the site as an extension of the existing Candlelight Place Apartment development. Should the rezoning request be approved, the applicant would be required to submit a development request subject to the zoning and development requirements of the Unified Development Code, including Urban Residential Design Standards and Tree Preservation.

DISCUSSION

This item was heard at the regular Planning Commission meeting on September 22, 2008. The Planning Commission voted 7-0-0 to forward this rezoning request to the City Council with a recommendation for approval.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 08-3084, FOR APPROXIMATELY 0.94 ACRES, LOCATED AT THE SOUTHEAST CORNER OF GREGG AVENUE AND ASH STREET FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, TO RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the zone classification of the following described property is hereby changed as follows:

From RSF-4, Residential Single-Family, 4 units per acre,
to RMF-24, Residential Multi-Family, 24 units per acre,
as shown on Exhibits "A" and "B" attached hereto and
made a part hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this day of , 2008.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

EXHIBIT "A"

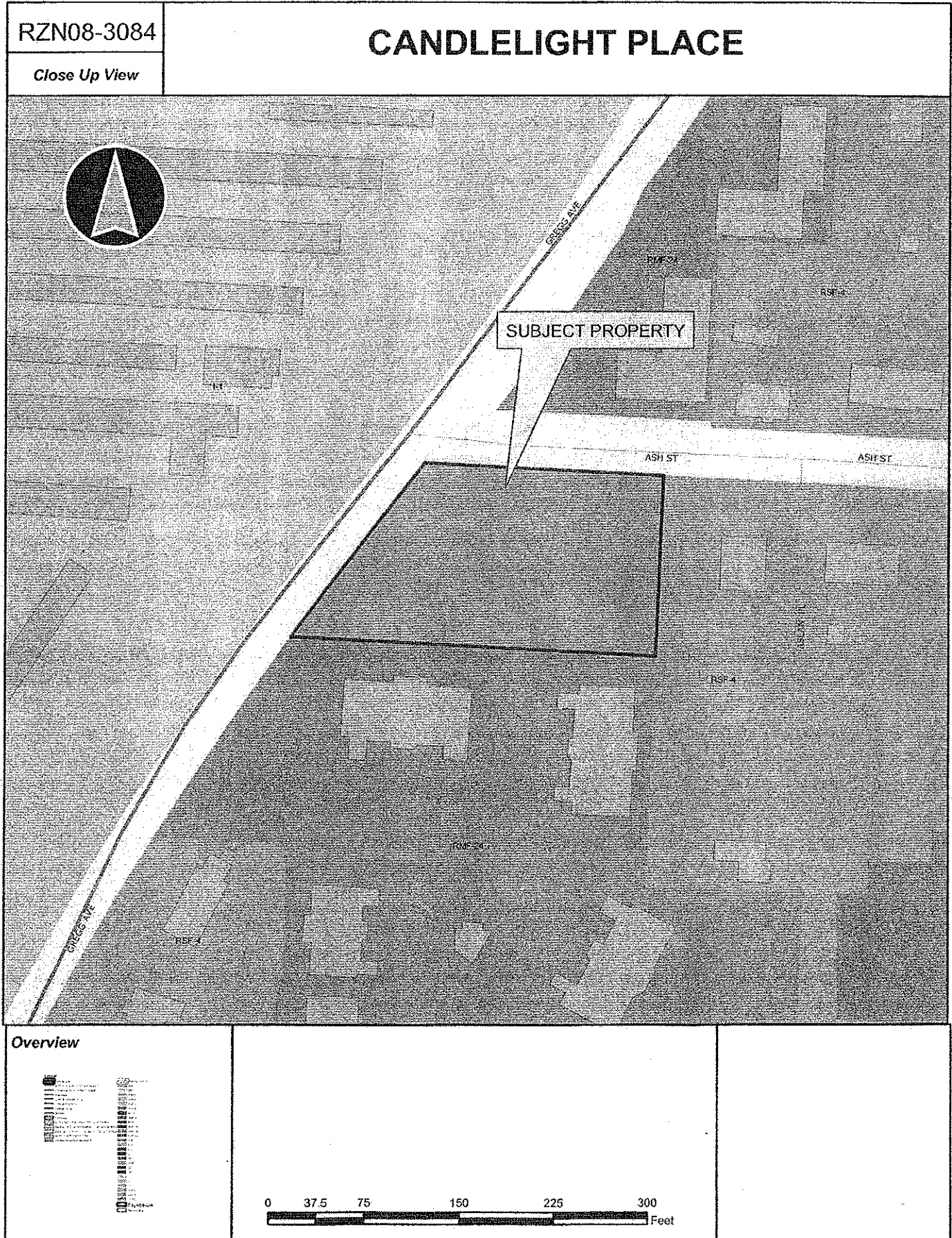


EXHIBIT "B"
RZN 08-3084

LOT FOUR (4) OF BLOCK TWELVE (12) OF VALLEY VIEW ACRES TO THE CITY OF
FAYETTEVILLE, ARKANSAS.



PC Meeting of September 22, 2008

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: September 11, 2008 Updated September 23, 2008

RZN 08-3084: (CANDLELIGHT PLACE, 367): Submitted by PAT MCGOWAN for property located at the SE CORNER OF GREGG AVENUE AND ASH STREET. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 0.94 acres. The request is to rezone the subject property to RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE.
Planner: Dara Sanders

BACKGROUND:

Property Description: The property, containing approximately 0.94 acres, is located at the corner of Gregg Avenue and Ash Street, just north of the Candlelight Place Apartments. The subject property is currently undeveloped.

At this location, Gregg Avenue (Minor Arterial) runs parallel with and adjacent to the east of the Frisco Railroad track, an active rail line, as shown on the attached aerial map. Surrounding land uses are mixed on both sides of the Railroad. To the east of Gregg Avenue and the Frisco Railroad track and the north of the site, properties consist of single- and multi-family zoning districts and land uses. To the west, properties consist of multi-family, heavy commercial, and light industrial zoning districts and land uses.

SURROUNDING LAND USE AND ZONING:

Direction	Land Use	Zoning
North	Heritage Townhouses	RMF-24, Residential Multi-Family, 24 units/acre
South	Candlelight Apartments	RMF-24, Residential Multi-Family, 24 units/acre
East	Single family houses	RSF-4, Residential Single-Family, 4 units/acre
West	Frisco Railroad, Industrial	I-1, Light Industrial

Proposal: The applicant proposes to rezone the property from RSF-4 to RMF-24 to develop the site as an extension of the existing Candlelight Place Apartment development, which was approved by the Planning Commission in 1993 and constructed in 2003. Should the rezoning request be approved, the applicant would be required to submit a development request subject to the zoning and development requirements of the Unified Development Code.

Public Comment: Staff has not received public comment.

K:\Reports\2008\PC Reports\18-September 22\RZN 08-3084 (Candlelight).doc

Discussion: Staff finds in favor of the zoning request, finding that the proposed zoning would be compatible with adjacent zoning, existing and approved development, the future land use plan to provide a range of residential building types, and complies with many of the City's goals adopted by the City Council with City Plan 2025. Staff also finds that this undeveloped property, with frontage on a Minor Arterial street carrying high volume and relatively high speed traffic, is more appropriate to be used for a multi-family use instead of the currently designated single-family use. The properties directly to the north and south of the subject property are zoned RMF-24. Because of the property's location adjacent to Gregg Avenue and the Railroad and its proximity to non-residential services, staff finds it appropriate to extend the RMF-24 zoning district along Gregg Avenue and encouraging higher density development that could support a multi-modal transportation network.

Should the rezoning request be approved, the applicant will be required to submit a development request for the subject property. At the time of development, staff will likely recommend that additional curb cuts be prohibited to Gregg Avenue and that the subject property be accessed by the existing driveway for the Candlelight Place Apartments. Because a majority of the site is covered with tree canopy, staff will require at the time of development a detailed tree preservation plan listing the species, priority, and condition of all trees on the site and those to be preserved. A minimum of 20% is required in the RMF-24 district.

Only one use request for this neighborhood has been reviewed recently by the Planning Commission. In June of 2006, the Commission considered a conditional use permit (CUP 06-2091) for a property located at 227 West Miller Street (designated as a Collector), one block north of the subject property and one block east of Gregg Avenue, to allow for a two-family dwelling unit in the RSF-4 zoning district. The Planning Division received one letter of objection from two citizens, not adjacent property owners. Staff recommended approval of the request, finding that the two-family use established an appropriate transition between the multi-family development and the Minor Arterial (Gregg Avenue) to the west and the single-family neighborhood to the east. The request was approved with conditions by a vote of 5-4-0.

RECOMMENDATION:

Staff recommends forwarding the rezoning request to the City Council with a recommendation of approval based on findings stated herein.

PLANNING COMMISSION ACTION:			Required	<u>YES</u>	
			☐ Approved	☒ Forwarded	☐ Denied
Motion: Anthes	Second: Cabe	Vote: 7-0-0			
CITY COUNCIL ACTION:			Required	<u>YES</u>	
			☐ Approved	☐ Denied	
Date:					

INFRASTRUCTURE:

- Streets:** The site has access to Gregg Ave. and Ash St. Ash Street is a paved two lane city street of sufficient width. Gregg Ave. is a fully improved four lane city street. Street improvements will be evaluated with the proposed development.
- Water:** Public water is available to the property. There is an 8" main along Gregg Avenue and Ash Street. Water may need to be extended through the property at the time of development to provide domestic service and fire protection.
- Sewer:** Sanitary sewer is available to the site. There is a 6" public main along Ash Street. Sewer may need to be extended through the property at the time of development. The capacity of the existing main will need to be evaluated at the time of development.
- Drainage:** Standard improvements and requirements for drainage will be required for the development. This property is not affected by the 100-year floodplain.
- Fire:** This property will be covered by Engine 2 located at 708 N. Garland Avenue. It is 1.4 miles from the station with an anticipated response time of 3 minutes. The Fire Department anticipates that there will be 4 (3 EMS-1 Fire/other) calls for service, per year, once this development is completed and maximum build out has occurred. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.
- Police:** It is the opinion of the Fayetteville Police Department that this RZN will not substantially alter the population density, and will not create an appreciable or undesirable increase in the load on police services. This RZN will possibly create an appreciable increase in traffic danger and congestion.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2025 Future Land Use Plan designates this site as City Neighborhood Area. Staff finds that extending the RMF-24, Residential Multi-Family, 24 units/acre zoning district along Gregg Avenue (Minor Arterial) is appropriate at this location as several properties, including the existing multi-family development to the south, currently exist along the east side of Gregg Avenue. With the incorporation of standard City ordinance requirements for multi-family developments including Urban Residential Design Standards, these uses would be compatible with the adjacent single family residences to the east of the subject property and would serve as a transition between the single-family neighborhood to the east and the Railroad and 4-lane street to the west.*

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The property is designated as City Neighborhood Area in the City Plan 2025 Future Land Use Plan, which encourages a denser and primarily residential urban fabric with a range of residential building types, setbacks, and low-intensity nonresidential uses. The proposed RMF-24 zoning is consistent with the City's City Neighborhood Area land use designation to encourage a range of residential building types. Furthermore, the multi-family development would serve as a transition and buffer between the single-family neighborhood to the east and the Railroad, 4-lane street, and the light-industrial uses to the west.

Staff finds the proposal to be consistent with several of the City Plan 2025 Goals adopted by the City Council. With Goal 1, the City of Fayetteville has established infill as our highest priority. Staff finds that the applicant's proposal to develop the subject property as an expansion of the Candlelight Place Apartments is an infill project, as the aerial map included in this staff report indicates that development has occurred around the vacant property.

Staff finds that the proposal complies with Goal 2 to discourage sprawl with compact and medium-density development that fronts onto a major transportation corridor and utilizes existing city infrastructure.

Staff finds that the proposal to increase the residential density along Gregg Avenue is consistent with Goal 4 to develop a multi-modal transportation network. Efficient transit depends upon nodes or concentrations of population and employment that can be served efficiently. Staff finds that the increase in residential density that is adjacent to an active Railroad and a Minor Arterial and has access to nearby non-residential services and employment opportunities is consistent with transit-oriented development.

Staff also finds that the proposal is consistent with Goal 6 to create attainable housing. Should the City Council approve the request to rezone the property, the applicant will be required to submit a development request for approval, at which time staff will review the proposal for compliance with the City's zoning and development regulations, specifically the City's Urban Residential Design Standards for multi-family developments.

Finally, staff finds that the proposal is consistent with land use and zoning plans. The properties directly to the north and south of the subject property are zoned RMF-24. Because of the property's location adjacent to Gregg Avenue and the Railroad and its proximity to non-residential services, staff finds it appropriate to extend the RMF-24 zoning district along Gregg Avenue and encouraging higher density development that could support a multi-modal transportation network.

2. A determination of whether the proposed zoning is justified and/or needed at the time the

rezoning is proposed.

Finding: Staff finds the proposed zoning is justified and needed. As stated in Finding No. 1, the proposed use would serve as a buffer between the single-family neighborhood to the east and the Railroad, 4-lane street, and the light-industrial uses to the west. Staff also finds that this undeveloped property, with frontage on a Minor Arterial street carrying high volume and relatively high speed traffic, is more appropriate to be used for a multi-family use instead of the currently designated single-family use.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: It is expected that a rezoning from RSF-4 to RMF-24 would create an increase in traffic compared with that allowed under the existing zoning. However, the property is in direct proximity to a Minor Arterial (Gregg Avenue), which is designed to accommodate a significant amount of traffic. Staff finds that the proposed zoning would not create or appreciably increase traffic danger and congestion. However, staff will review access to the property with the development of the site. Staff may not support an additional curb cut for the expansion of the Candlelight Place Apartments and will likely recommend that the development utilize the driveway from the existing complex onto Gregg Avenue.

5. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Staff finds that the proposed zoning would not create undesirable impacts to public services, or a density that is incompatible with the surrounding area, based on a review of infrastructure, existing land uses, and the development potential of the property.

Increased load on public services were taken into consideration and recommendations from the Engineering, Fire, and Police Departments are included in this report.

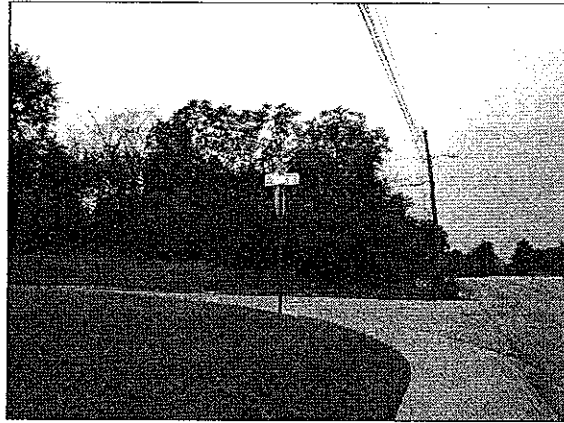
5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

Finding: **Not applicable. Staff recommends in favor of the requested zoning.**

- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

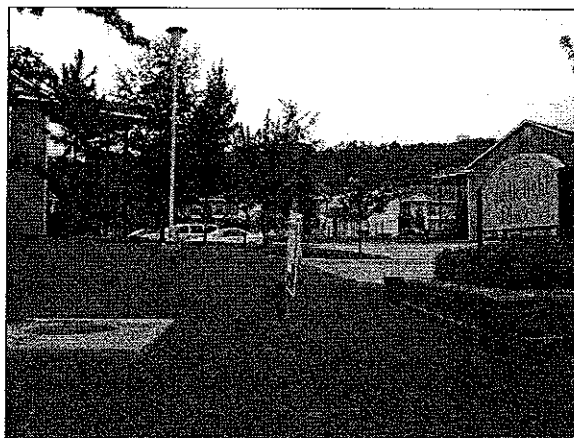
Finding: **Not applicable. Staff recommends in favor of the requested zoning.**



View from the north of the subject property



Multi-family development north of the subject property



Candlelight Place Apartments south of the subject property

Candlelight Place, LLC
4901 St. Andrews Way, C-51
Fort Smith, AR 72903

August 5, 2008

City of Fayetteville, Arkansas
Planning Division
125 W. Mountain
Fayetteville, AR 72701

RE: Rezoning Application

Dear City of Fayetteville, Arkansas, Planning Division:

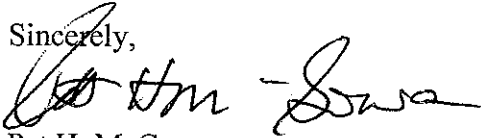
Enclosed please find our Rezoning Application. The following is a reply to your application checklist.

1. A check for \$325.00 is enclosed.
2. The legal description of the land is *Lot four (4) of block twelve (12) of Valley View Acres to the City of Fayetteville, Arkansas*. See Real Estate Parcel Information. A legal description will also be emailed to you.
3. Two sets of typed, mailing labels is enclosed.
4. A copy of the plat on record in the county assessor's office is enclosed.
5. The following is a written description of requests.
 - a. The current owners of the property are George H. and Suzanne E. Niblock, who have executed an offer and acceptance with Candlelight Place, LLC.
 - b. The reason for a zoning change is a proposal to add 24 units to expand our current project.
 - c. The existing project is a 56 unit apartment project situated on 3.75 acres with a current zoning of MF24. The subject property, which we are seeking a zoning change, is .94 acres, which would be added to the existing project making it a total of 4.69 acres. The density of combining the 56 existing units with the 24 proposed units will result in 17 units per acre, which is significantly lower than 24. This site is bordered to the North by an existing apartment project on the north side of Ash. Duplexes on the east, Candlelight Apartments on the South and industrial railroad tracks to the West across Gregg Avenue. With reference to traffic, there will be no additional ingress or regress needed to serve the property. The grand exit will be served by the existing wide lanes serving Candlelight Place Apartments. The appearance will be garden style similar to Candlelight Place. No additional signage will be required.
 - d. The existing water, which is a 6-inch line with fire hydrant on interior of Candlelight Place, will be extended to serve the new buildings. No new water taps will be required. Sewer and drainage will be connected to existing lines, which were installed by Candlelight Place, LLC.

6. The following is a written statement for specific findings for Planning Commission.
- a. The land use is compatible due to the fact that there are existing apartments to the North and South with industrial across Gregg. The direction back to the West has a series of duplexes, which due to orderly planning there is a good transition made to residential areas.
 - b. The proposed zoning will permit a small addition of 24 units that are one bedroom, which of course would not require much more parking for 24 additional apartments.
 - c. The proposed zoning would require additional parking for 24 apartments, but it is not seen as a problem for adequate flow of traffic or towards additional congestion.
 - d. No adverse affects are anticipated for public service, such as schools and the existing water and sewer facilities, which were installed by Candlelight Place, LLC and are already on site. These are considered to be adequate to service the proposed addition.
 - e. A change in land use on Gregg Avenue over the years lends itself for development other than single-family houses.

Please let us know if you need any other information and your consideration in this matter is appreciated.

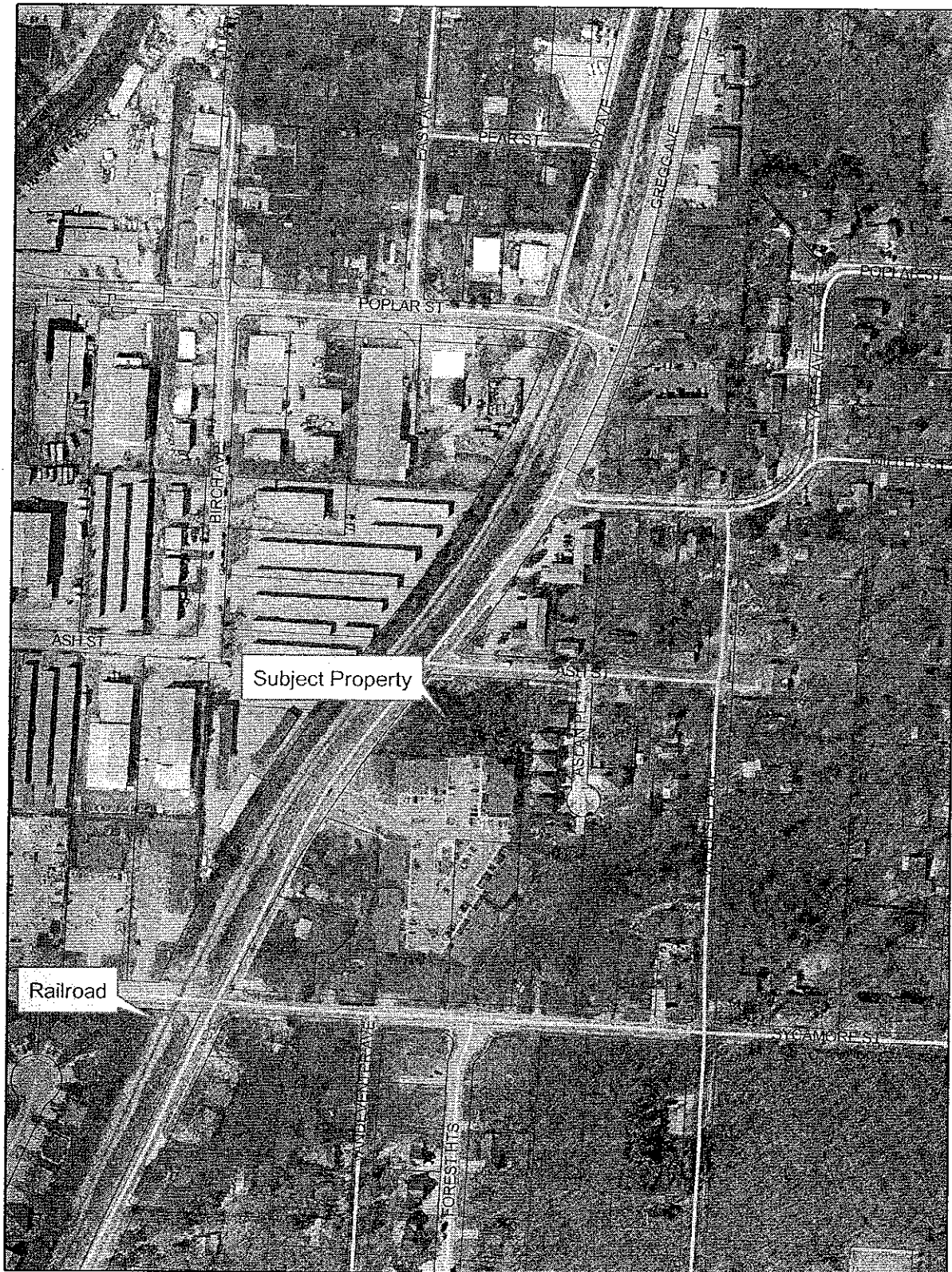
Sincerely,



Pat H. McGowan
Candlelight Place, LLC, Managing Member

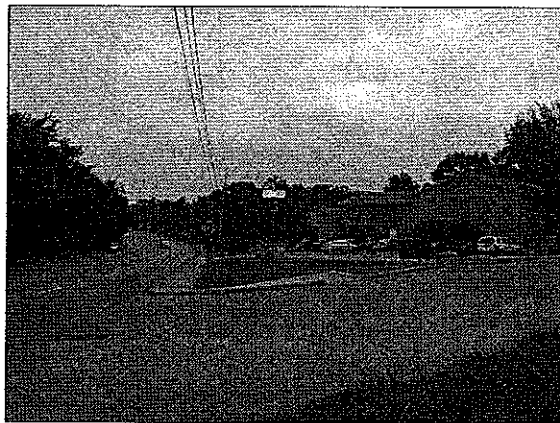
Enclosures

RZN 08-3084 (Candlelight Place)





View from the north of the subject property



Multi-family development north of the subject property



Candlelight Place Apartments south of the subject property

Engineering Division Comments

RZN 08-3084: (CANDLELIGHT PLACE, 367): Submitted by PAT MCGOWAN for property located at the SE CORNER OF GREGG AVENUE AND ASH STREET. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 0.94 acres. The request is to rezone the subject property to RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE. Planner: Dara Sanders

Public water is available to the property. There is an 8" main along Gregg Avenue and Ash Street. Water may need to be extended through the property at the time of development to provide domestic service and fire protection.

Sanitary sewer is available to the site. There is a 6" public main along Ash Street. Sewer may need to be extended through the property at the time of development. The capacity of the existing main will need to be evaluated at the time of development.

The site has access to Gregg Ave. and Ash St. Ash Street is an paved two lane city street of sufficient width. Gregg Ave. is a fully improved four lane city street. Street improvements will be evaluated with the proposed development.

Standard improvements and requirements for drainage will be required for the development. This property is not affected by the 100-year floodplain.



Department

303 W. Center St. Fayetteville AR. 72701

MEMO

To: Dara Sanders, Andrew Garner, Jeremy Pate, and Jesse Fulcher

From: Captain Mark Stevens

Date: September 5, 2008

Subject: September 5, 2008 Zoning Review

R-PZD 08-3071: Planned Zoning District (BRIDGEDALE PLAZA, 569): Submitted by JORGENSEN & ASSOC for property located at THE SE CORNER OF HUNTSVILLE ROAD AND RIVERMEADOWS DRIVE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE AND R-A, RESIDENTIAL AGRICULTURAL and contains approximately 15.95 acres. The request is to review a zoning and land use only application for 113 residential units and 17,500 sq. ft. of non-residential space.

This property is covered by Ladder 3 located at 1050 S. Happy Hollow Rd. It is 2.2 miles from the station with an anticipated response time of 5 minutes. This development will have a call for service impact of 20 calls (13 EMS/ 7 other) per year once maximum build out has occurred. Construction typically takes 12-18 months on this type of development before maximum build out occurs.
Measured hydrant flow is 1560 gallons per minute in this area.

RZN 08-3084: (CANDLELIGHT PLACE, 367): Submitted by PAT MCGOWAN for property located at the SE CORNER OF GREGG AVENUE AND ASH STREET. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 0.94 acres. The request is to rezone the subject property to RMF-24, RESIDENTIAL MULTI-FAMILY 24 UNITS PER ACRE.

This property is covered by Engine 2 located at 708 N. Garland Ave. It is 1.4 miles from the station with an anticipated response time of 3 minutes. This development will have a call for service impact of 4 calls (3 EMS/ 1 other) once the project is completed. There is no measured hydrant flow in this area.

Date 8/28/08

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed RZN 08-3084: (Candlelight Place, 367): Submitted by Pat McGowan for property located at the SE corner of Gregg Avenue and Ash Street would substantially alter the population density and thereby undesirably increase the load on public services and create an appreciable increase in traffic danger and congestion. The property contains approximately 0.94 acres.

It is the opinion of the Fayetteville Police Department that this RZN will not substantially alter the population density, and will not create an appreciable or undesirable increase in the load on police services. This RZN will possibly create an appreciable increase in traffic danger and congestion.

Sincerely,

Captain William Brown
Fayetteville Police Department

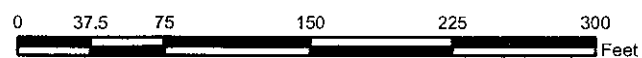
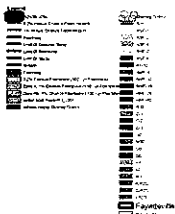
RZN08-3084

Close Up View

CANDLELIGHT PLACE



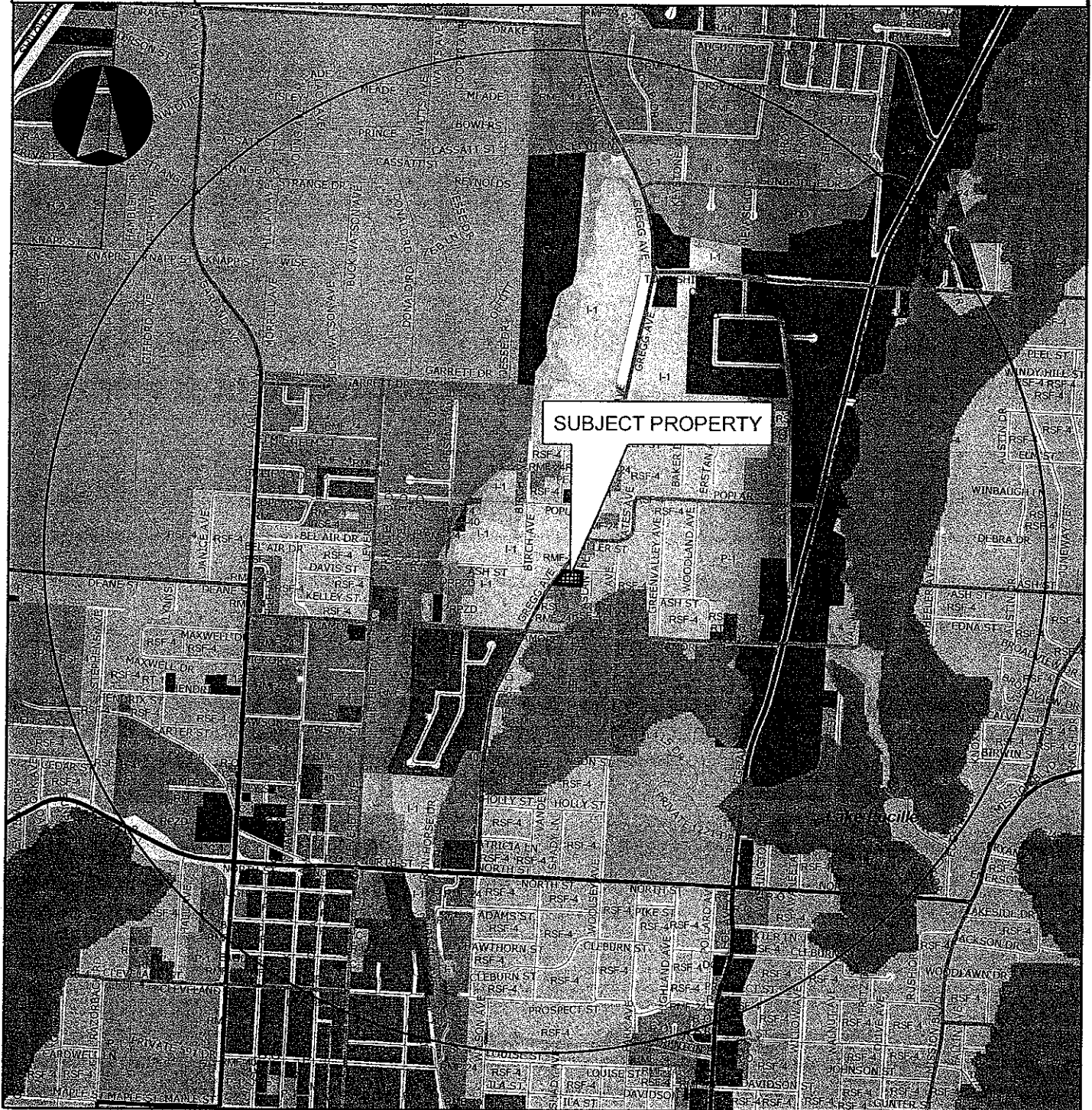
Overview



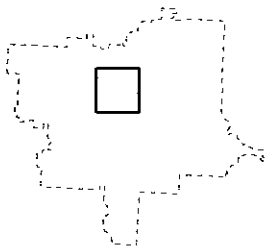
RZN08-3084

CANDLELIGHT PLACE

One Mile View



Overview



Legend

Subject Property

 RZN08-3084

Boundary

 Planning Area

 Overlay District

 Outside City

Legend

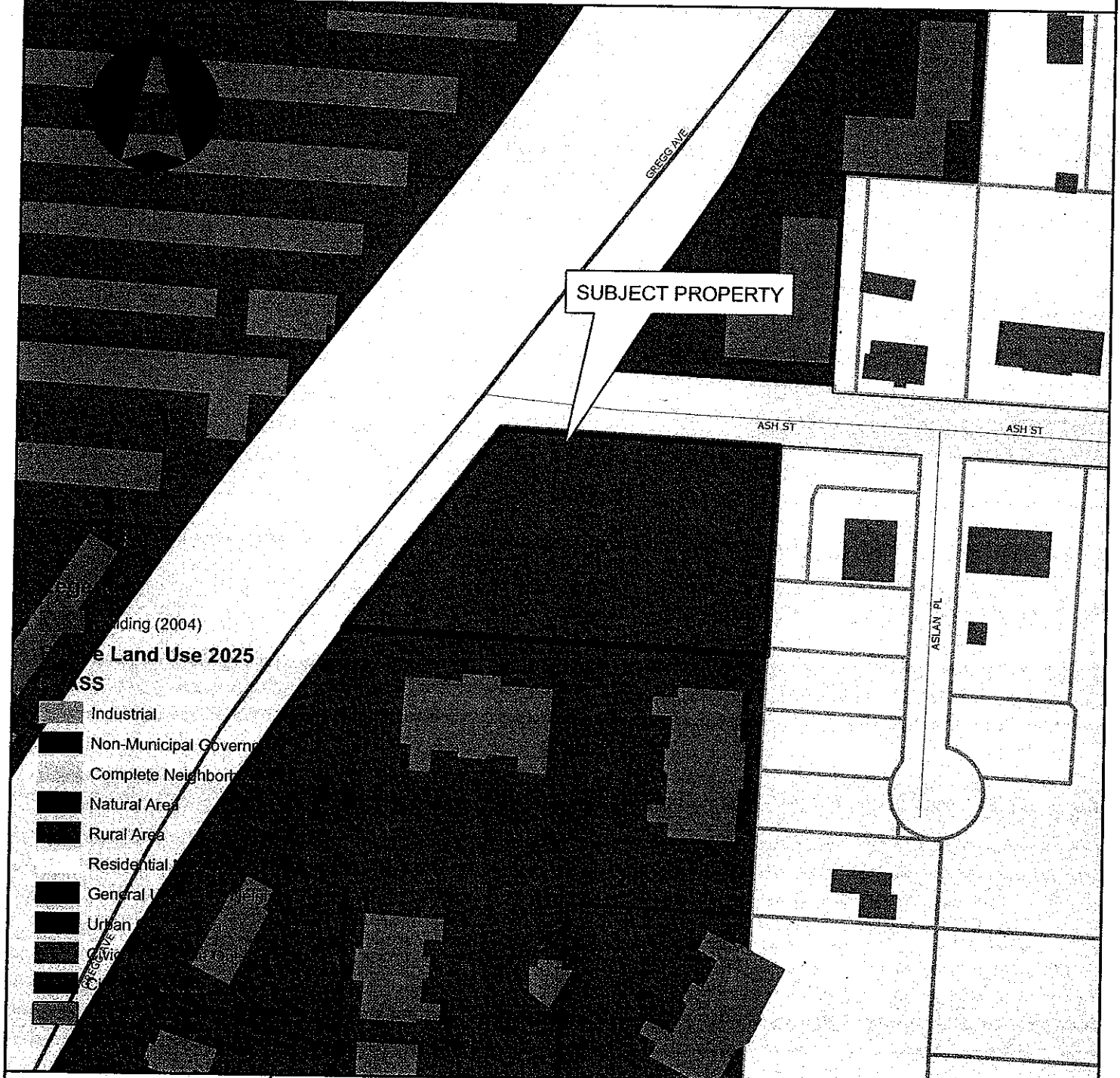
 Hillside-Hilltop Overlay District

0 0.25 0.5 1
 Miles

RZN08-3084

Future Land Use

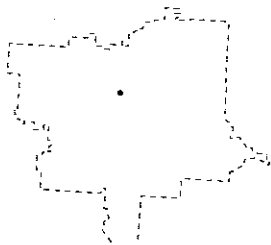
CANDLELIGHT PLACE



Building (2004)
 Future Land Use 2025
 CLASS

- Industrial
- Non-Municipal Government
- Complete Neighborhood
- Natural Area
- Rural Area
- Residential
- General Urban
- Urban
- City

Overview



Legend

Subject Property



RZN08-3084

Boundary

Planning Area

Overlay District

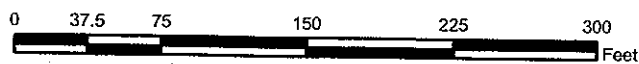
Outside City

Streets

Existing

Planned

Legend



From: Jeremy Pate
To: Sanders, Dara; Wood, Amber
Date: 11/3/2008 9:19 AM
Subject: Re: Fwd: Candlelight Place

Thanks, I'll let the Council know at the meeting on Thursday.

-Jeremy

>>> Dara Sanders 11/3/2008 9:14 AM >>>

Request to table indefinitely: RZN 08-3084

Dara Sanders
Planning Division
City of Fayetteville

>>> <Vlmcdaniel03@aol.com> 11/3/2008 9:11 AM >>>
Dara:

Please table our re-zoning meeting indefinitely.

Thanks,

Pat McGowan
*****Plan your next getaway with AOL Travel. Check out Today's Hot
5 Travel Deals!
(<http://pr.atwola.com/promock/100000075x1212416248x1200771803/aol?redir=http://travel.aol.com/discount-travel?ncid=emlcntustrav00000001>)

B.6 - Candlelight Place

City Council Meeting: November 6, 2008

Subject:		RZN 08-3084 (Candlelight Place)			
Motion To:			<i>2nd Read</i>	<i>Table Indef.</i>	
Motion By:			<i>Rhoads</i>	<i>Rhoads</i>	
Seconded:			<i>Ferrell</i>	<i>Lucas</i>	
B. 6 New Business <i>Tabled Indefinitely</i>	Gray	☒	☒		
	Thiel	☒	☒		
	Cook	☒	☒		
	Allen	☒	☒		
	Rhoads	☒	☒		
	Ferrell	☒	☒		
	Lucas	☒	☒		
	Jordan	☒	☒		
	Mayor Coody				

8-0

8-0

Subject:		R-PZD 08-3071 (Bridgedale Plaza)			
Motion To:			<i>3rd Read</i>	<i>Pass</i>	
Motion By:			<i>Rhoads</i>		
Seconded:			<i>Ferrell</i>		
B. 7 New Business <i>Failed</i>	Gray	☒	☒	<i>N</i>	
	Thiel	☒	☒	<i>N</i>	
	Cook	☒	☒	<i>N</i>	
	Allen	☒	☒	<i>N</i>	
	Rhoads	☒	☒	☒	
	Ferrell	☒	☒	☒	
	Lucas	☒	☒	☒	
	Jordan	☒	☒	<i>N</i>	
	Mayor Coody				

8-0

3-5

Amber Wood - RZN 08-3084 Candlelight Place

From: Amber Wood
To: Pate, Jeremy
Date: 12/17/2008 10:56 AM
Subject: RZN 08-3084 Candlelight Place
Attachments: 0576_001.pdf

Jeremy,

FYI

I just spoke to Pat McGowan and he stated he would like to have the attached item brought forward again at the March 3, 2009 City Council Meeting. He originally requested that this item be tabled indefinitely at the November 6, 2008 City Council Meeting. I have placed it on the March 3, 2009 Agenda under Unfinished Business. Is there anything else that I need to do? Just let me know.

Amber Wood, CMC
Deputy City Clerk

City of Fayetteville
City Clerk Division
Phone: (479) 575-8323
Fax: (479) 718-7695
awood@ci.fayetteville.ar.us

City Council Agenda Items
and
Contracts, Leases or Agreements

4/7/2009

City Council Meeting Date
Agenda Items Only

Karen Minkel

Submitted By

Division

Strategic Planning/Internal Consult.

Department

Action Required:

Approval of a resolution adopting the proposed Fayette Junction Master Plan vision document and illustrative master plan (ADM 09-3211).

Cost of this request

\$

-

Category / Project Budget

Program Category / Project Name

Account Number

\$

-

Funds Used to Date

Program / Project Category Name

Project Number

\$

-

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Karen Minkel

Department Director

03-19-09

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

3/19/09

Date

Paul A. Bahr

Finance and Internal Services Director

3-20-09

Date

Received in City
Clerk's OfficeENTERED
3-19-09
WON

Chief of Staff

3/20/09

Date

Received in
Mayor's OfficeENTERED
3/19/09
PH

Mayor

3/23/09

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Karen Minkel, Strategic Planning and Internal Consulting Director *K.M.*

Date: April 7, 2009

Subject: Administrative item to pass a resolution adopting the Fayette Junction Master Plan vision document and illustrative master plan (ADM 09-3211).

RECOMMENDATION

Planning Staff and the Fayetteville Planning Commission recommend approval of a resolution to adopt the Fayette Junction Master Plan vision document and illustrative master plan.

BACKGROUND

The Fayetteville Planning Commission voted unanimously to recommend approval of the Fayette Junction Master Plan on February 23, 2009. City Plan 2025 set a goal of using a charrette process to generate a complete neighborhood plan once a year for the next five years for key areas of the City, and was adopted by the City Council on July 17, 2006. These plans were intended to incorporate key principles of City Plan 2025, including appropriate infill and revitalization, traditional neighborhood development, a green network and attainable housing. The Fayette Junction planning area was selected by the City Council on June 3, 2008 as the second complete neighborhood plan project.

The criteria used to select an area included: 1) Meets the City's goals as outlined in the City Council's Strategic Plan and City Plan 2025; 2) Is experiencing development pressure; 3) Has a high percentage of vacant or underutilized land; 4) Has potential partners in the design process; and 5) The Plan would be developed concurrently with road improvement projects. The Fayette Junction area met all these criteria.

City Goals: The Strategic Plan adopted by the City Council specifically mentions the need for revitalization and greater commercial development in South Fayetteville that would offer a variety of places to shop and eat. City Plan 2025 states, "We will make appropriate infill and revitalization our highest priorities." This area offered multiple opportunities for addressing all the goals outlined in City Plan 2025, with infill and revitalization remaining the highest priority.

Development Pressure: Development in this area of South Fayetteville is inevitable over the next several years. The proximity to the Arkansas Research and Technology Park as well as the development of companies such as BioBased Technologies and the wealth of existing infrastructure made this area a likely candidate for development and

RESOLUTION NO. _____

**A RESOLUTION TO ADOPT THE FAYETTE JUNCTION
MASTER PLAN VISION DOCUMENT AND ILLUSTRATIVE
MASTER PLAN.**

WHEREAS, The City of Fayetteville developed City Plan 2025 through a collaborative planning process in 2006; and

WHEREAS, City Plan 2025 calls for a comprehensive neighborhood master plan to be prepared every year; and

WHEREAS, the Fayette Junction Master Plan is the second neighborhood plan to be prepared by City Staff and reflects the guiding principles outlined in City Plan 2025; and

WHEREAS, the Fayette Junction Master Plan was developed through an intensive and inclusive charrette process involving all stakeholders;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a resolution to adopt the Fayette Junction Master Plan vision document and Illustrative Master Plan.

PASSED and APPROVED this the 7th day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

redevelopment. The Fayette Junction Master Plan creates a vision that directs new development toward the creation of complete, compact and connected neighborhoods. The desired outcome is a vision that meets the goals of City plans and policies and promotes economic development.

Vacant or Underutilized Land: Approximately 30 percent of the planning area is developable land that is vacant or underutilized, indicating opportunities for infill and revitalization.

Potential Partners in the Process: This area of South Fayetteville offered multiple resources and partners in the design process. The Long Range Planning Division worked closely with the University of Arkansas, the two established residential neighborhoods, developers and existing businesses located within the area.

Street Projects: The Arkansas Highway Department will begin the 15th Street Improvement project sometime after 2009. Construction on the Cato Springs Street Improvement project is scheduled to begin in late 2009. Both these projects will add to or improve the existing infrastructure in the proposed master plan area.

DISCUSSION

Over 100 citizens offered input on the vision for the Fayette Junction Master Plan area September 13-18. The charrette included a presentation from local historian Denele Campbell at a kick-off at Staybridge Suites on September 4, a Hands-on Design session on September 13, an Open Design Studio, an Open House and a Work-in-Progress session at the Arkansas Research and Technology Park. Ninety-four percent of the attendees at the Work-in-Progress session who completed a survey thought that the plan was “on the right track.” During the charrette process, the diverse voices and opinions of the residents, business owners and other stakeholders converged to shape three guiding principles.

The extensive floodplains and significant hillsides that flank the entrance into Fayetteville from I-540 necessitate a careful *integration of the natural and built environments*. Stakeholders repeatedly mentioned protection of the floodplains and the need for effective and innovative stormwater management techniques, and staff from the University of Arkansas stressed the importance of preserving the viewshed to Old Main, Fayetteville’s iconic building. The second guiding principle speaks to a regional concept of sustainable economic development. The Illustrative Plan envisions a *clean tech cluster*, which capitalizes on the presence of ARTP, BioBased Companies and stakeholders’ desire to see an advertisement for “Green Valley” at the entrance to Fayetteville. The envisioned clean tech cluster represents a firm commitment to sustainability by encouraging clean tech industry to locate in Fayette Junction. *Multi-modal transit* also plays a significant role in tying employment centers and residential areas together both within the Fayette Junction area and throughout the region. A trail network links ARTP to the larger university campus as well as to residential

neighborhoods within the planning area and the proposed clean tech cluster. Fayette Junction is envisioned as a transit hub, potentially evolving from a park-and-ride to a rail stop and demonstrating how transit-oriented development can become a reality.

The vision document provides implementation steps for the short-term (0-5 years), mid-term (6-10 years) and long-term. While the Illustrative Plan captures a vision for final build-out, the action steps provide a roadmap for achieving the vision. Short-term recommendations are those that require little capital investment and collaboration among different groups. The long-term recommendations require more significant capital investment or collaboration.

Short-term recommendations are to:

- Seek zoning changes along the Razorback Road corridor from I-540 to 15th Street;
- Amend the Master Street Plan to include key street connections;
- Amend the Future Land Use Map to reflect transit-oriented development at the historic Fayette Junction; and
- Establish a riparian buffer ordinance.

Mid-term recommendations are to:

- Preserve the Ogden Hillside at Razorback Road and I-540; and
- Add or repair sidewalks along existing streets within the neighborhood.

Long-term recommendations are to:

- Extend the Razorback Road boulevard cross-section from 15th Street to I-540.

The draft vision document and illustrative plan were made available to the public on January 26, 2009 and a final community presentation was given at BioBased Companies on February 5, 2009. Over 75 residents and stakeholders attended the presentation.

The Planning Commission unanimously forwarded the Fayette Junction Master Plan to the City Council with a recommendation for approval with a vote of 9-0-0, with significant street amendments to the Illustrative Plan and a minor change to the vision document. The Commission requested that staff add text regarding the benefits of riparian buffers in the short-term recommendation statement, which was changed accordingly. The Commission also added the Research and Technology Park's existing property master street plan to the Illustrative Plan in order to provide context, which staff now shows in the Plan.

The other street amendments to the Illustrative Plan have been divided into multiple exhibits for the Council to consider separately. Staff disagreed with a majority of the recommendations either because the change was not philosophically aligned with what the public expressed during the charrette and/or existing City policy or the change will require significant redesign work without the transparency of the design studio and without any substantive benefit.

The following exhibits are provided for Council discussion:

- 1) Exhibit A: This version of the Illustrative Plan incorporates two of the changes recommended by the Planning Commission and is the version staff recommends that the City Council adopt.
- 2) Exhibit B: This map shows all the changes recommended by the Planning Commission in red.
- 3) Exhibit C: The Planning Commission recommended roads “a,” “b,” and “c” to provide a significant east-west connection and two additional connections to 15th Street. Planning staff opposes connections “a” and “b” because they are entirely within the 100-year floodplain. One concern is environmental. The floodplains provide wildlife habitat and natural greenspace. The second concern is feasibility. Staff currently does not recommend approval of development within floodplains. The likelihood of this proposed road getting built without development paying for its construction is limited. This road would be added to the Master Street Plan as a collector street. Whether or not the City philosophically supports the construction of collector roads with a right-of-way requirement of 59 feet within floodplains is a significant policy decision. Road “c” could be built outside of the floodplain and staff could add the road to the Illustrative Plan, although it would require removing an existing building.
- 4) Exhibit D: The Planning Commission recommended road “a,” which extends from what was originally a stub-out, implying a north-south connection. Meetings with Campus Planning and the Athletics Department during the charrette led the charrette team to believe that the university has no intention of selling or developing this property into anything other than Road Hog Park. During the past month, staff discovered that the floodplain within the current university property is actually in a permanent conservation easement, which makes this connection impossible to build. Staff recommends showing a trail connection to the existing street network and leaving the stub-out at Garland on the map in anticipation of future development.
- 5) Exhibit E: The Planning Commission recommended an overpass or underpass at 18th Street and I-540. The Illustrative Plan currently shows an overpass at 15th Street. Both of these streets would be identified in the Master Street Plan. Staff’s concern with this recommendation is the feasibility of funding for construction of two highway crossings; if only one were possible, Staff would recommend the crossing at 15th Street.

Exhibits C-E are substantive policy decisions in staff’s opinion because they will be proposed as amendments to the Master Street Plan and/or conflict with staff’s recommendation. Exhibit C was proposed by a Commissioner during the charrette process and not included for the reasons stated above; whether or not to show roads entirely within the floodplain in a policy decision that needs to be resolved by the City Council.

Exhibits F-H, however, are design questions. The challenge with master plans, particularly in areas with greenfield or brownfield development rather than smaller infill projects, is that they can be designed with myriad configurations. Contrasted with areas like the Downtown or Walker Park Neighborhood where the skeletal infrastructure is well-defined, Fayette Junction lacks the narrow range of decisions about where proposed roads should be constructed. Instead, the design team is given a blank canvas in some areas.

The concern that staff has with the following exhibits is not the design proposals themselves. The concern is that the proposals will not substantively affect the overall Fayette Junction Master Plan concepts and will not affect the Master Street Plan, but they will require significant staff time to redesign. The concepts have also not been vetted by the public for the past six months. The intent of the charrette process is to “design in public,” which is why the design team invites key stakeholders, including elected and appointed officials to participate in special meetings during the charrette week. This participation ensures that design preferences are integrated into the Plan early in the process, enabling all stakeholders to comment on the product during the charrette events.

- 1) Exhibit F: The Planning Commission recommended frontage roads along the east and west sides of the railroad tracks and the other road segments called out in the exhibit to add additional street connections within this area. The design team also considered frontage roads along the railroad tracks (roads “b” and “c”) but chose to instead provide an option for a railroad spur. For example, if a solar panel company wanted to utilize freight transportation, it could capitalize on the railroad line adjacent to its facilities.

The charrette team consistently attempts to honor master plans created by current property owners within the planning area’s boundaries. This recognition is why the charrette team left Road Hog Park as it exists and why ARTP was excluded from the proposed boundaries. The design team treated the BioBased property similarly, limiting additional public roads to one north-south connection between Treat Street and Cato Springs Road in order to facilitate truck traffic in and out of the proposed clean tech park. Roads “a,” “e,” and “b” would add significant costs to the development of the property. Staff could support adding segment “a” to the Illustrative Plan, but would not support segment “e.”

Road “d” runs through the floodplain, which has the same problems described in Exhibit C. This particular segment had a vote of 8-1-0. Commissioner Winston preferred the original design, which had a terminating vista that he thought provided an appropriate transition between the urban environment and natural greenspace.

- 2) Exhibit G: The Planning Commission recommended the redesign of this hub, which would eliminate the floodplain crossing shown in the original design. Staff’s objection to this recommendation is the significant amount of redesign work involved. The Fayette Junction hub is an illustration of one of the guiding

principles: support multi-modal transit. The vision document often references this area, showing build-out over time, and the Sketch-up model is based on the illustration created by the charrette team. Redesigning this area would affect all these components, taking approximately two members of staff and two weeks worth of time to complete. Staff's concern is that this time and effort would be outside of the public view and would not substantively affect policy. If the property owner chose to redevelop this land tomorrow, the Illustrative Plan would serve as a conceptual reference only.

- 3) Exhibit H: The Planning Commission recommended adding a road to the proposed pocket park so that homes fronted onto the street adjacent to the park, similar to the Wilson Park design. Staff agreed to the conceptual change. The redesign took approximately two-and-a-half days to complete and changed the park acreage from 2.4 to 1.72 acres; the overall density did not change significantly. This example highlights how even minor redesigns take significant time. Staff believes illustration 3b is a better design; however, the redesign has little payoff in terms of policy changes.

If the City Council chooses to incorporate some of the significant changes recommended by the Planning Commission, staff would prefer to complete the redesigns and bring the Illustrative Plan back to the stakeholders before coming before the City Council for consideration. Staff anticipates that the Plan would not come before City Council again for another 3-4 months if all the Planning Commission recommendations are incorporated.

BUDGET IMPACT

None.

EXHIBIT "A"





EXHIBIT "C"



EXHIBIT "D"

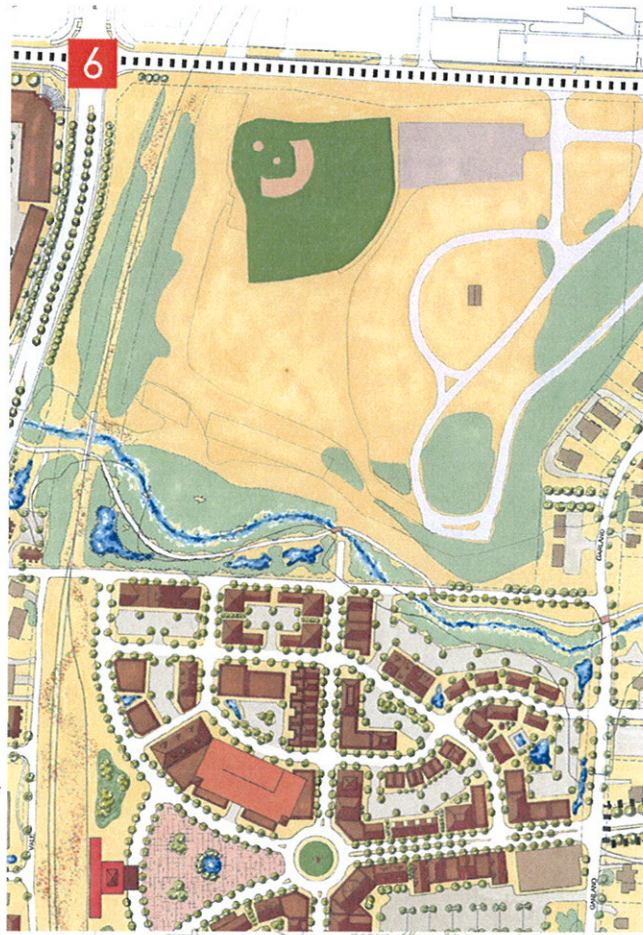


EXHIBIT "E"



EXHIBIT "F"



EXHIBIT "G"

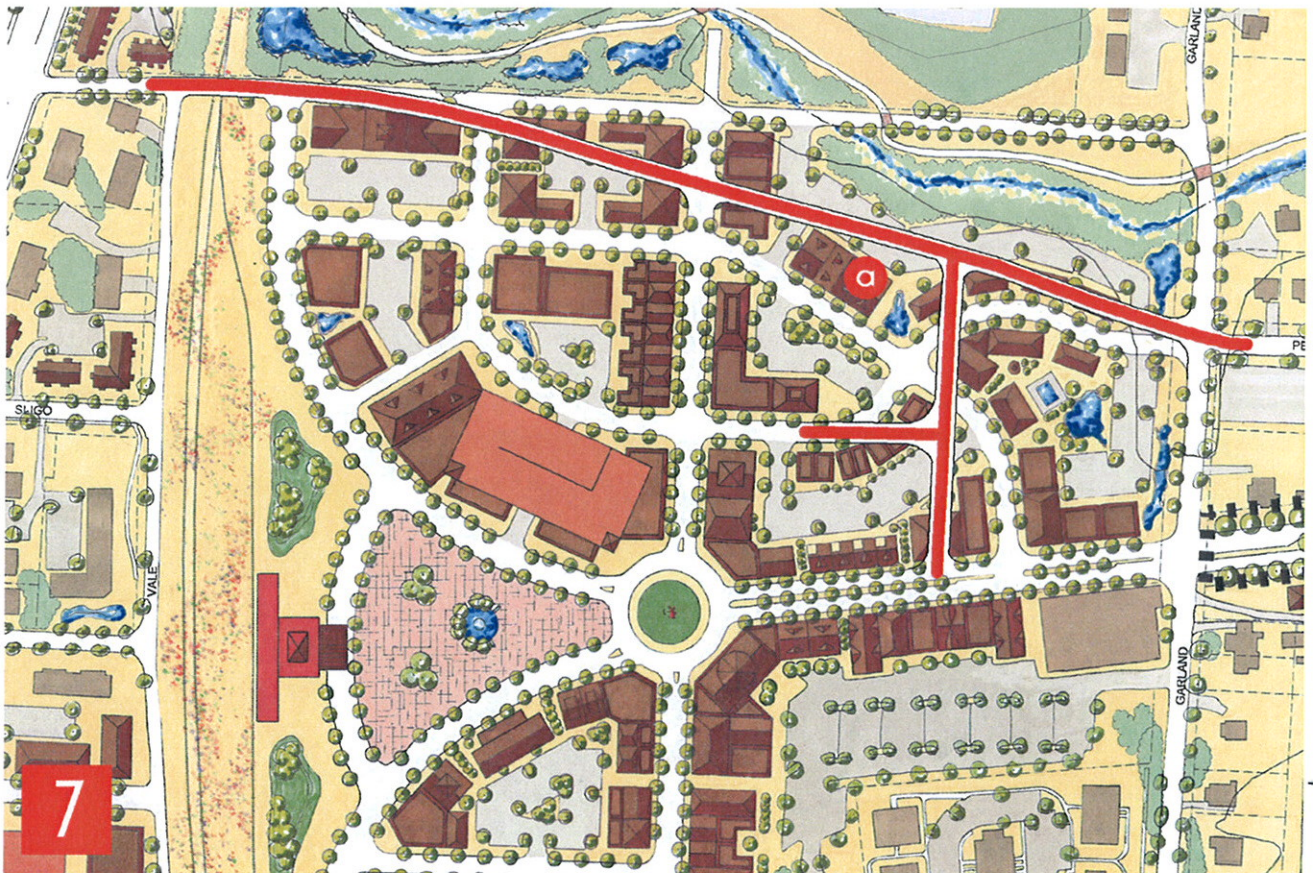
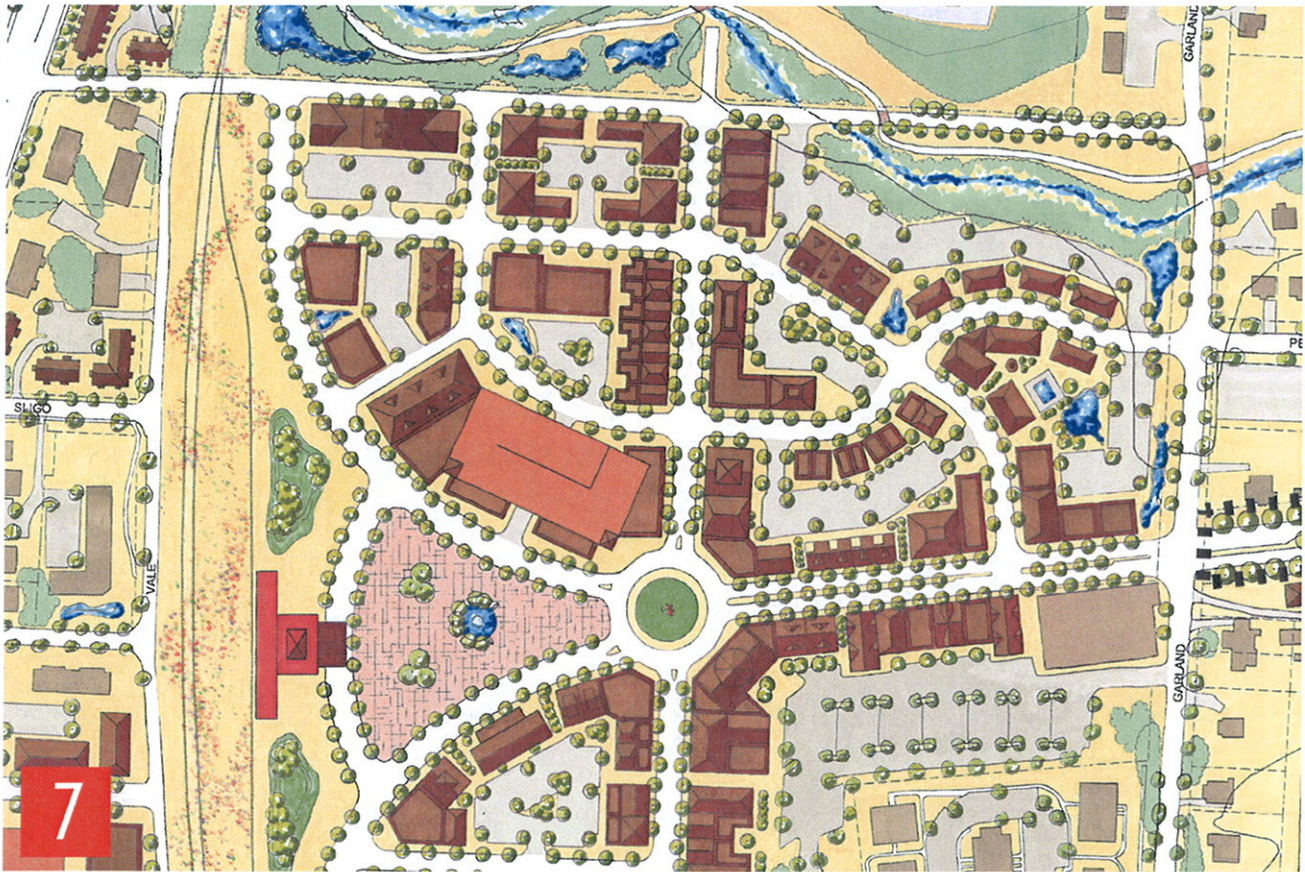


EXHIBIT "H"





Fayette Junction Master Plan



Fayetteville
ARKANSAS

DRAFT
April 7, 2009



Fayette Junction

Charrette Team

John Coleman	Julie McQuade
Sam Friday	Matt Mihalevich
Jesse Fulcher	Karen Minkel
James Gibson	Leif Olson
Kristina Jones	Jeremy Pate
Jordon Lemaster	Dara Sanders

Mayor Lioneld Jordan

City Council

Kyle Cook	Shirley Lucas
Bobby Ferrell	Matthew Petty
Adella Gray	Robert Rhoads
Sarah Lewis	Brenda Thiel

Planning Commission

Jill Anthes	Audy Lack
Lois Bryant	Christine Myres
Matthew Cabe	Sean Trumbo
James Graves	Porter Winston
Jeremy Kennedy	

Participants

Steven Beam	Harriet Jansma	Bonnie Pay
Barbara Boland	Mike Johnson	Judith Paz
Randy Bolinger	Bucky Jones	Suzanne Plyler
Burt Box	Carole Jones	Linda Ralston
Hank Broyles	Diana Jordan	Steve Rust
Bob Caulk	Lioneld Jordan	Jason Sappington
Steve Clark	Mark Kinion	Fredia Sawin
Don Conner	JoAnn Kvamme	Robert Sharp
Skip Descant	Stan Lancaster	Aubrey Shepherd
Hugh Earnest	Burke Larkin	Gary Smith
Mike Ehrig	Susan Latta	Trey Smith
Walt Eilers	Kyle Linn	Judy Stevens
Gary Elkins	Sue Madison	Trudy Stevens
Jean Evans	Louise Mann	David Steves
Bobby Ferrell	David Martinson	Bernard Sullivan
Katherine Field	Judith Matthews	Brenda Thiel
Sam Friday	Anita McDaris	Garland Thomas
Aysa Galbraith	Tim McFarland	Jesse Thomas
Scott Galbraith	Mike Meredith	Linda Thomas
Adella Gray	Jeff Mincy	Michael Thomas
Elenia Gray	Julie Minkel	Linda Thompson
Alison Hammontree	Justin Minkel	Karen Van Horn
Chad Hammontree	Mike Muccio	Kate Ward
Laura Hampton	Blanche O'Conner	Kelley Wilkes
Craig Honchell	Deborah Olsen	Jennifer Wilson
Jim Huffman	Austin Oyler	James Wonsower
Kathryn Hunt	Ed Paschal	Valerie Wonsower
Edward Hurley	Wayne Paschal	Wade Wright
Evelyn Jackson	Aubrey Pate	Mike Young
Todd Jacobs	Jerry Patton	

Special thanks to...

Arkansas Research and Technology Park
Community Design Center
Denele Campbell
Fayetteville Chamber of Commerce
Fayetteville Economic Development Council
Fayetteville Engineering Division
Foghorn's
Mark Boyer
Pig-N-Whistle
Staybridge Suites
University of Arkansas Campus Planning

Fayetteville
ARKANSAS

Master Plan

Fayette Junction

Executive Summary

Why Plan?

The Fayette Junction Master Plan area summarizes the notable opportunities for development and revitalization in south Fayetteville. This area was once a hub for the lumber and canning industries, which led to the development of modest residential areas. Newer developments include the addition of the Crowne apartments, BioBased Companies and Bungalows at Cato Springs. Many of the recent changes have been beneficial to the area but have occurred more or less in isolation from one another. These developments, the proximity to the Arkansas Research and Technology Park (ARTP), a significant conservation easement and the entrance into Fayetteville from I-540 suggest that a comprehensive plan for this area would provide a tapestry that weaves these developments and opportunities together, creating a whole that is greater than the sum of its parts. Planning enables stakeholders to shape the form of future development by setting forth a vision that encourages a sustainable development pattern.

Guiding Principles

Over 100 citizens offered input on the vision for the Fayette Junction Master Plan September 13-18, 2008. During the charrette process, the diverse voices and opinions of the residents, business owners and other stakeholders converged to shape three guiding principles.

The extensive floodplains and significant hillsides that flank the entrance into Fayetteville from I-540 necessitate a careful **integration of the natural and built environments**. Stakeholders repeatedly mentioned the need for effective and innovative stormwater management techniques, and staff from the University of Arkansas stressed the importance of preserving the viewshed to Old Main, Fayetteville's iconic building. The second guiding principle speaks to a regional concept of sustainable economic development. The Illustrative Plan envisions a **clean tech cluster**, which capitalizes on the presence of ARTP, BioBased Companies and stakeholders' desire to see an advertisement for "Green Valley" at the entrance to Fayetteville and a firm commitment to sustainability by encouraging clean tech industry to locate in Fayette Junction. **Multi-modal transit** also plays a significant role in tying employment centers and residential areas together both within the Fayette Junction area and throughout the region. A trail network links ARTP to the larger university campus as well as to residential neighborhoods within the planning area and the proposed clean tech cluster. Fayette Junction is envisioned as a proposed transit hub, potentially evolving from a park and ride to a rail transit stop and demonstrating how transit-oriented development can become a reality.

Implementation

The vision document provides implementation steps for the short-term (0-5 years), mid-term (6-10 years) and long-term. While the illustrative plan captures a vision for final build-out, the action steps provide a roadmap for achieving the vision. Some of the short-term goals include rezoning along the Razorback Road corridor, creating a riparian buffer ordinance and adding the proposed streets to the Master Street Plan. Mid-term goals include adding or repairing existing sidewalks and preserving the Ogden hillside at the entrance to Fayetteville from I-540. Long-term goals include extending the principal arterial boulevard from 15th Street to the I-540 entrance along Razorback Road.

The ultimate vision will only become a reality through collaboration and cooperation among different stakeholder groups and partnerships between the public, private and non-profit sectors. Some of the short-term goals, including rezoning Razorback Road, can be initiated by the City, but the development of Fayette Junction will only occur through coordinated efforts between the public and private sectors.

This Plan serves as a guide for building upon the strengths of the Fayette Junction area and seizing opportunities that promote sustainable development patterns. Its implementation depends upon a firm commitment and concerted efforts from all relevant stakeholder groups.

Fayette Junction

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Master Plan

Fayette Junction

How the plan was created

City Plan 2025, Fayetteville's comprehensive land use plan, was adopted by the City Council unanimously on July 17, 2007. One of the stated objectives in City Plan 2025 was to produce a complete neighborhood plan each year using a *charrette* process in order to maximize public participation. The Fayette Junction area was chosen and approved by the City Council on June 3, 2008. Long Range Planning staff headed a team composed of City staff from the Engineering and Current Planning divisions, the City's Sustainability Coordinator, and three local designers to facilitate an open public participation process for the Fayette Junction area. Over the course of several months and a seven-day intensive charrette, more than 100 community residents, business owners, University of Arkansas faculty and staff, and elected and appointed officials offered input for the neighborhood vision.

Charrette Preparation

Staff began gathering information three months prior to the charrette, meeting with groups that live or work within the neighborhood boundary, including business owners, neighborhood residents, and staff from the University of Arkansas Research and Technology Park. The charrette team compiled a series of analysis maps that showed environmental constraints, land use, property ownership and existing right-of-way, and listened to two experts discuss hydric soils in the area and water and sewer infrastructure. Mark Boyer, a Landscape Architecture professor at the University of Arkansas, shared his knowledge about hydric soils and the implication for development, and David Jurgens, the City's Water and Wastewater Treatment Director, provided information on the water and sewer infrastructure in the southwest corner of Fayette Junction.

Staff sought to maximize public participation by sending save-the-date postcards to each resident and property owner within the neighborhood and providing yard signs to residents and businesses. Flyers were distributed in English and Spanish to the neighborhood Head Start program. Staff also publicized the charrette through presentations at Ward 1 and Ward 4 meetings, a Lions Club meeting, and a business owner meeting co-sponsored by the Fayetteville Economic Development Council and the Chamber of Commerce. A public service announcement aired on the Government Channel three weeks prior to the charrette, and ads were published in the *Northwest Arkansas Times* and the *Free Weekly* magazine.

WHAT IS A CHARRETTE?

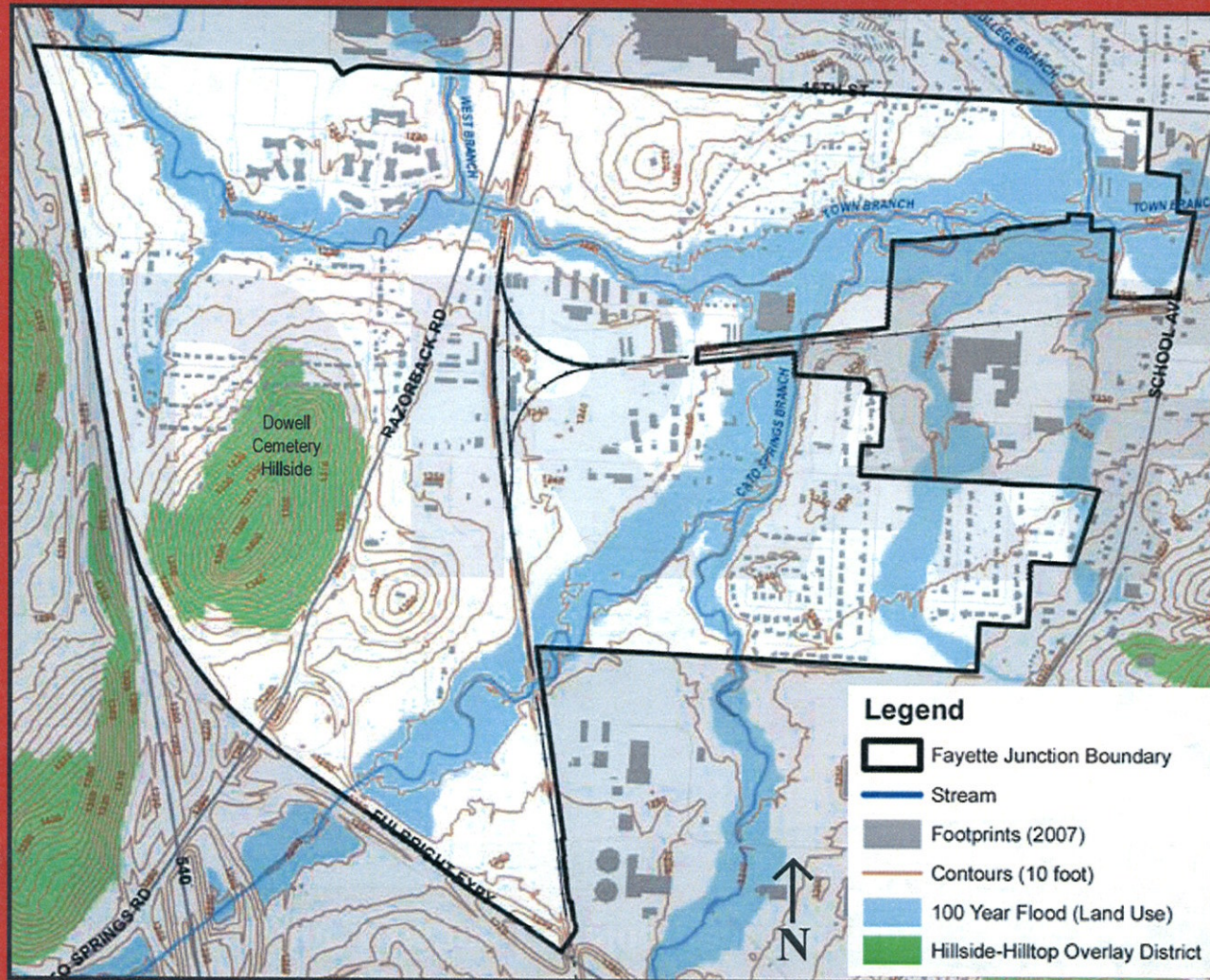
Charrette is a French word that translates as "little cart." At the leading architecture school of the 19th century, the École des Beaux-Arts in Paris, students would be assigned a tough design problem to work out under pressure of time. They'd continue sketching as fast as they could, even as little carts—charrettes—carried their drawing boards away to be judged and graded. Today, "charrette" has come to describe the rapid, intensive, and creative work session in which a design team focuses on a particular design problem and arrives at a collaborative solution.



Illustration Source:
National Charrette Institute

Fayette Junction

Analysis Maps



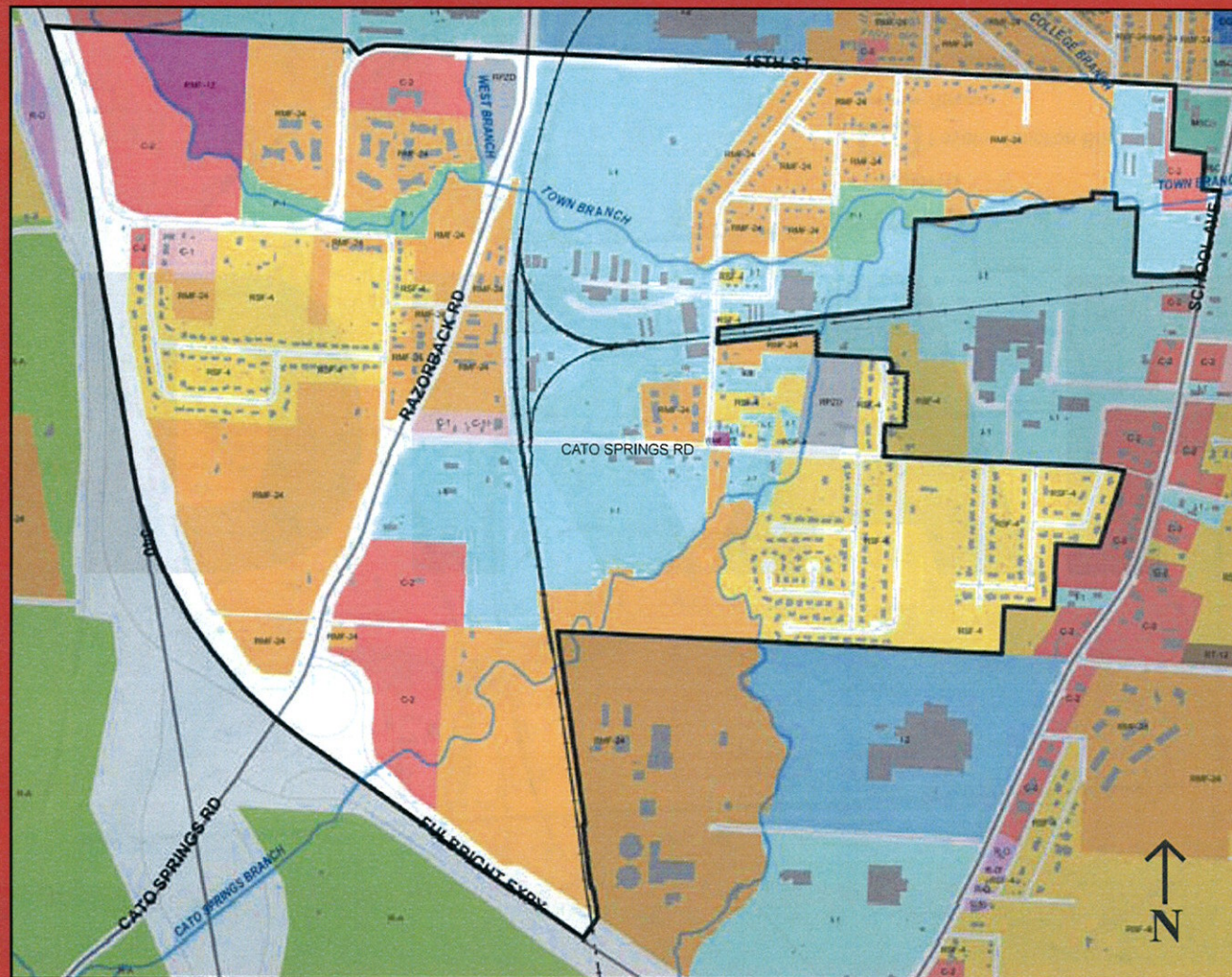
Hillsides. The Dowell Cemetery hillside is the largest and most easily recognizable landform in the Fayette Junction area. Its steeply forested slopes give the area character and provide a sense of scale. The conservation easement placed on the Dowell Cemetery hillside provides stakeholders in the area with the knowledge that this important piece of natural green space will endure for future generations.

Riparian Areas. The Fayette Junction master plan area is bisected by two significant streams, the Cato Springs Branch and the Town Creek Branch. These streams are part of the larger White River Watershed that ultimately flow into Beaver Lake, which is the drinking water source for the Northwest Arkansas Region. Future development in close proximity to these, and the other smaller branches within the Fayette Junction area, needs to be particularly careful in the treatment and release of stormwater runoff.

Master Plan

Fayette Junction

Current Zoning and Existing Development Pattern



Current Zoning and Existing Development Pattern:

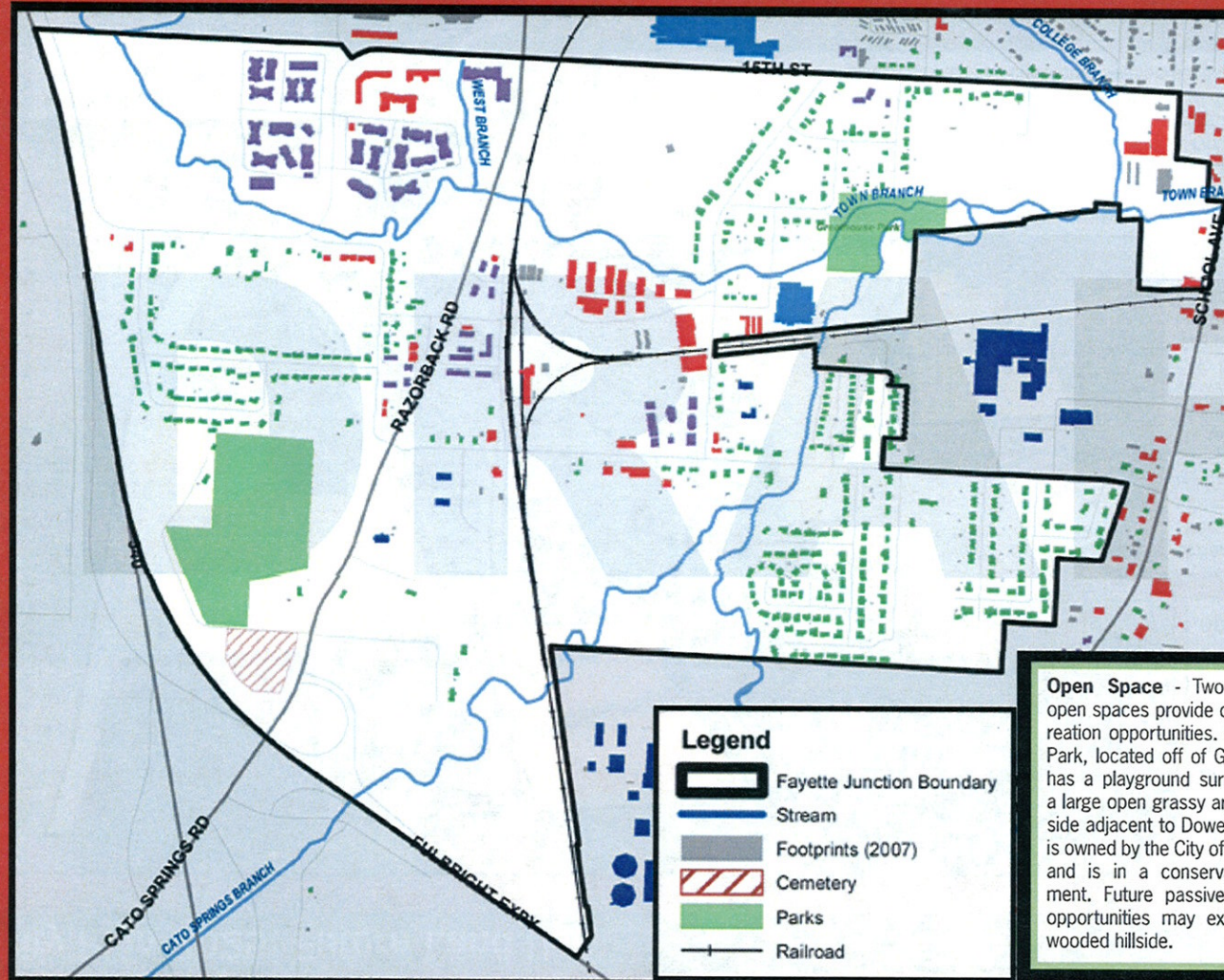
Like much of historic Fayetteville the traditional development patterns have located primarily on the flattest and most easily developable lands. The location of the railway line and wye spurred the early development in this area along the Town Branch. Subsequent residential and modern industrial land uses have occurred more or less hodgepodge on the remaining flat lands.

Legend

	Fayette Junction Boundary		
	Stream		
	Footprints (2007)		
	Railroad		C-1
	RSF-4		C-2
	RMF-12		I-1
	RMF-18		P-1
	RMF-24		R-PZD

Fayette Junction

Existing Land Uses



Single Family Housing - There are three distinct residential neighborhoods that are primarily single family in nature. Located north, south and west of the Fayette Junction, these existing subdivisions provide a stable and cohesive residential component within the planning area.

Multi-Family Housing - Recent development in the Fayette Junction area has been primarily multi-family residential, the largest being the Crowne Apartments on 15th St. Close proximity to the UA, existing infrastructure such as water, sewer and streets, and relatively level topography make much of this area prime for medium density residential and mixed-use.

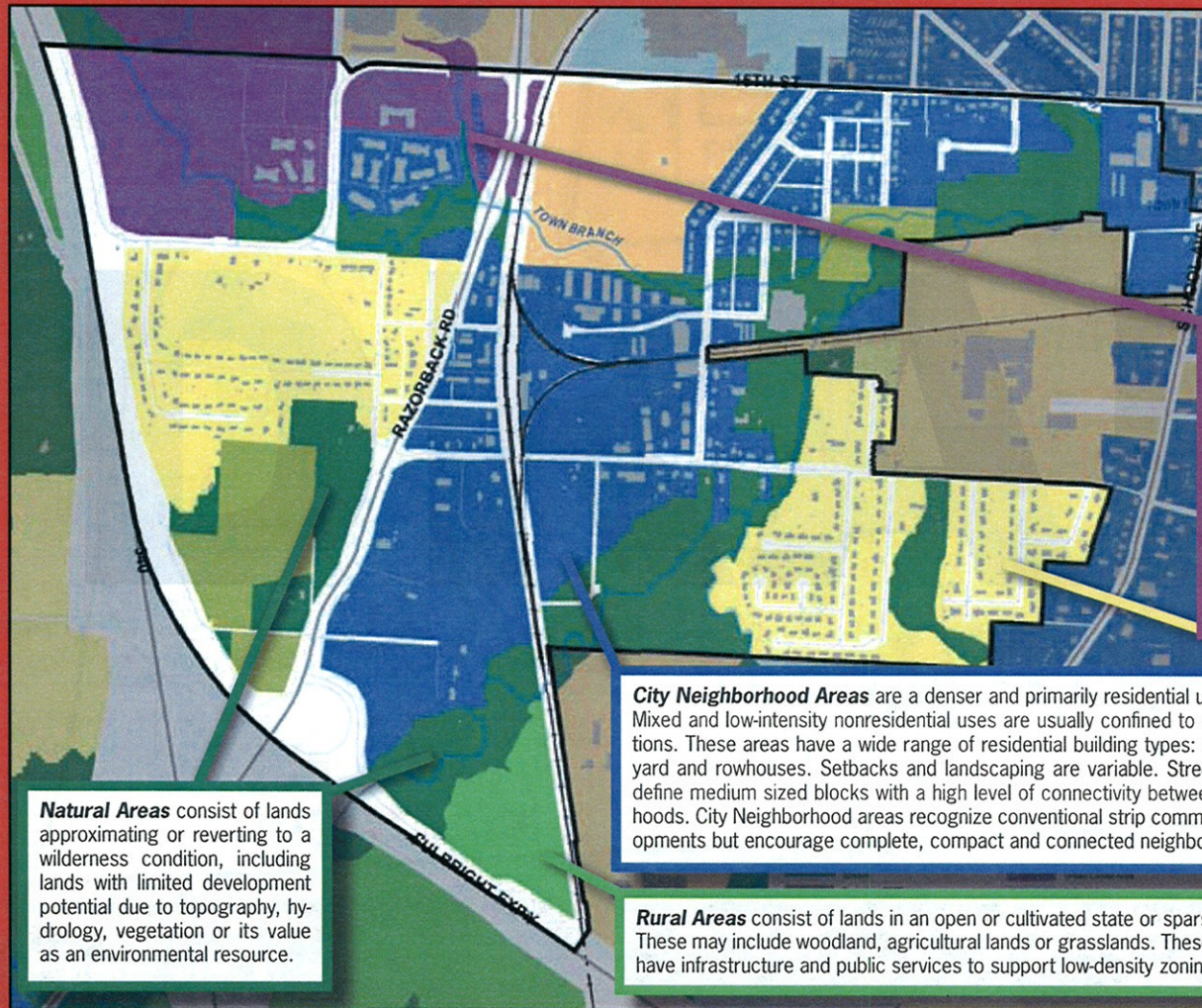
Commercial - The Fayette Junction area has a limited amount of commercial uses. The University Village development in front of the Crown Apartments is the newest commercial activity in the area and it has a mixture of hotel, restaurant and commercial uses. An assortment of commercial uses is located at the corner of 15th St. and South School Avenue.

Open Space - Two significant open spaces provide outdoor recreation opportunities. Greathouse Park, located off of Garland Ave, has a playground surrounded by a large open grassy area. The hillside adjacent to Dowell Cemetery is owned by the City of Fayetteville and is in a conservation easement. Future passive recreation opportunities may exist for this wooded hillside.

Industrial - While a large portion of the area is zoned industrial, there are only a few industrial activities ongoing. This would include the cement plant on Cato Springs Road, BioBased Companies located at the corner of Cato Springs Rd. and Razorback and the old Levi Strauss plant on Garland Ave., which is currently used for storage and equipment rentals.

Fayette Junction

City Plan 2025: Future Land Use



Natural Areas consist of lands approximating or reverting to a wilderness condition, including lands with limited development potential due to topography, hydrology, vegetation or its value as an environmental resource.

City Neighborhood Areas are a denser and primarily residential urban fabric. Mixed and low-intensity nonresidential uses are usually confined to corner locations. These areas have a wide range of residential building types: single, side-yard and rowhouses. Setbacks and landscaping are variable. Streets typically define medium sized blocks with a high level of connectivity between neighborhoods. City Neighborhood areas recognize conventional strip commercial developments but encourage complete, compact and connected neighborhoods.

Rural Areas consist of lands in an open or cultivated state or sparsely settled. These may include woodland, agricultural lands or grasslands. These areas only have infrastructure and public services to support low-density zoning.

Future Land Use: Fayette Junction has a diverse mix of land use types envisioned in the future. Land uses vary from natural and rural areas to urban centers. The large percentage of vacant and underutilized land provides opportunities for varying degrees of residential densities and commercial intensities while preserving significant open space.

Urban Center Areas are the equivalent of a main street, including building types that accommodate retail, offices, rowhouses and apartments. They are usually a tight network of streets, with wide sidewalks, consistent street planting and buildings set close to lot frontages. These areas contain taller buildings and have the most intense and dense development patterns within the City, as well as the greatest variety of buildings, with unique civic buildings in particular. Urban Center Areas recognize conventional strip development, but encourage the redevelopment of these existing properties for more efficient use of the land.

Residential Neighborhood Areas are almost exclusively residential in nature with naturalistic planting and conventional setbacks. This zone recognizes conventional subdivision development but encourages traditional neighborhood development that incorporates low-intensity non-residential uses. Developments should have a strong sense of connectivity where appropriate.

Fayette Junction

History

One of the oldest roads in Fayetteville crosses the Fayette Junction Master Plan area. Brooks Street served as an early route for the Butterfield Stage Line, which began running in 1858 between Tipton, Missouri and San Francisco, CA. The Frisco Rail Line arrived in Fayetteville in 1881, and in 1886, "... a switch was installed on the Frisco main line about a mile south of Fayetteville, and the spot was named Fayette Junction." (Campbell 2005).

Fayette Junction soon became the hub of a thriving lumber industry in the late 1800s, and multiple hardwood milling operations located nearby. The Sligo Wagon Wood Company and Brown Veneer, two of the original structures, still have building remnants at Fayette Junction. Neighborhoods developed in the area to house mill workers.

From the 1930s-1950s, the canning industry dominated the area. Tom Hargis operated Hargis Canneries as a brokerage for approximately 30 small canneries in Washington and Madison counties. His vegetables and fruits were canned at the Sligo mill before shipping to wholesalers.

The area began to decline in the 1970s as the Sligo mill deteriorated. City Lumber used the Sligo mill for storage until abandoning the site in the early 1990s. After 100 years of use, the Burlington Northern Railroad sold off all its land in Fayette Junction except for the right-of-way. The area became home to primarily industrial uses. However, the extension of Razorback Road south of 15th Street created new development opportunities, and the area is beginning to see some new neighborhoods such as the Bungalows at Cato Springs and the Crowne Apartments.



Photo of Sligo Wagon Wood Company employees, located at Fayette Junction, taken May 11, 1925.
Courtesy of the Shiloh Museum of Ozark History / Sligo Wagon Co. - Collection P-3725

Fayette Junction

Neighborhood Tours

The charrette team organized a driving tour with neighborhood residents and Ward 1 and Ward 4 aldermen. This driving tour enabled the team to capture photos of the varied uses within the Fayette Junction area, identify potential infill areas and note the existing network of streets and blocks. Residents identified unique characteristics of the neighborhood as well as areas of concern.

The Charrette

The charrette began on September 4, 2008 with a Kick-off event at Staybridge Suites. The event featured local historian Denele Campbell who presented to the crowd of approximately 50 people an overview of the history of Fayette Junction, which began as a hub for the timber industry in Fayetteville in the late 1800s and later served as an important stop for transporting canned goods in the 1960s. Mayor Dan Coody and Alderwoman Brenda Thiel also encouraged citizens to get involved with the Master Plan process and showcased the progress that has been made with other master plans such as the Downtown Master Plan and the Walker Park Neighborhood Master Plan.

Attendees also completed a survey at the Kick-off that asked about the challenges and opportunities in Fayette Junction. The challenges most frequently identified were truck traffic, eyesores and access to I-540. The top opportunities identified were tech industrial growth, creating walkable neighborhoods and providing usable greenspace.

Fayette Junction Neighborhood Survey

The Planning Division is working with stakeholders to create a vision for the Fayette Junction Master Plan. Please answer the questions below. Your input is important!

What are your two favorite places in Northwest Arkansas?

Walmart Square
Walmart

What are your two least favorite places in Northwest Arkansas?

City of Fayetteville

What are some of the opportunities and challenges for the Fayette Junction neighborhood? (Use the back if you need more room.)

- I would like to see this area with more residential*
- Remove a large amount of tech/industrial*
- Remove the majority of the lot*
- Put a park or other all-ages*
- Make the business district*
- Keep the business in possible light rail*

Fayette Junction Neighborhood Survey

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What are your two least favorite places in Northwest Arkansas?

Walmart Square
Walmart

What are some of the opportunities and challenges for the Fayette Junction neighborhood? (Use the back if you need more room.)

Challenges:
Location in WA. Business
Access to I-540
Location to which the State
Transportation Center
Quality Development and Design
Access to I-540

Opportunities:
Remove the majority of the lot
Put a park or other all-ages
Make the business district
Keep the business in possible light rail



Denele Campbell shares the history of Fayette Junction at the Kick-off.

Fayette Junction

Complete Neighborhood Plan

Date	Event	Time	Location
Sep. 4	Kick-off	5:30 p.m.	at Staybridge Suites
Sep. 13	Hands-on Design Workshop	9:00 a.m. - noon	
Sep. 14-18	Open Design Studio	9:00 a.m. - 5:00 p.m.	
Sep. 15	Open House	5:00 p.m. - 8:00 p.m.	
Sep. 18	Work-in-Progress	6:30 p.m. - 8:00 p.m.	

Sep. 13-18 events held at the Arkansas Research & Technology Park

For more information: Planning Division 479.575.8267
<http://cityplan2025.accessfayetteville.org/>

participate • planning • process

Fayette Junction

Community members gathered at the Genesis Center at the Arkansas Research and Technology Park (ARTP), September 13, 2008 for the hands-on design workshop. Approximately 40 people attended for the three-hour session. Dara Sanders, Current Planner, began the workshop with a visual preference survey, which gave the participants common visual images that they could use in their small group discussions. Karen Minkel, Interim Director of Long Range Planning, then offered a "Food for Thought" presentation that highlighted traditional planning practices, community planning and smart growth principles. Participants then worked in groups of 6-8 people to reach a consensus about the things they would most like to see included in a vision for the Fayette Junction area and used markers and sticky notes to render their vision for Fayette Junction on the maps provided at each table.

At the end of the session, each of the five groups chose a representative to present the group's ideas to the entire assembly. Common elements quickly emerged. Among the ideas repeated most frequently were:

- "Razorback Road—turn into a boulevard"
- "Low-impact development—address drainage problems and provide green roof incentives"
- "Connectivity with trails, bike lanes, sidewalks"
- "Clean green industry"

The hands-on design session forged an initial consensus, and the maps and ideas generated served as a key tool for the charrette team as they began to create an illustrative map based on the citizen input.



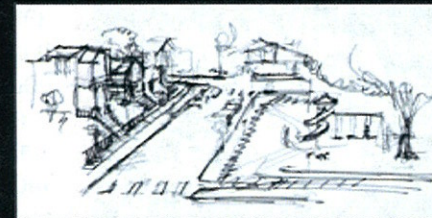
Fayette Junction stakeholders share their vision for the area during the Hands-on Design Workshop.

Fayette Junction

The charrette team held an Open Design Studio at the Innovation Center at ARTP through Thursday, encouraging interested community members to check the status of the plan and look over the designers' shoulders to make sure their ideas were represented in the master plan. The citizen maps from the hands-on design session lined the hallway and rough sketches that showed the evolution of different design concepts were posted throughout the studio. Approximately a dozen people per day stopped by to talk with the design team and view the drafts.

In addition to the open design studio, the charrette team held an Open House on September 15, 2008 and offered different scenarios for residential neighborhood designs from which participants could choose. Attendees provided feedback through a short survey. Four areas were highlighted at the Open House: 1) Fayette Junction; 2) Red Arrow neighborhood; 3) the residential area just south of 15th Street; and 4) the residential area south of Cato Springs Road, across from ARTP.

Charrette team members also met with specific stakeholder groups at the studio for feedback on designs. City engineers reviewed infrastructure proposals, University of Arkansas campus planning and ARTP staff discussed the interaction between ARTP and the surrounding areas, and local business owner Mike Muccio of BioBased Companies, Steve Rust with the Fayetteville Economic Development Corporation and Phil Stafford with ARTP offered input on the potential for a clean tech concentration within the 640 acres.



Designers and stakeholders refine concepts in the Design Studio.

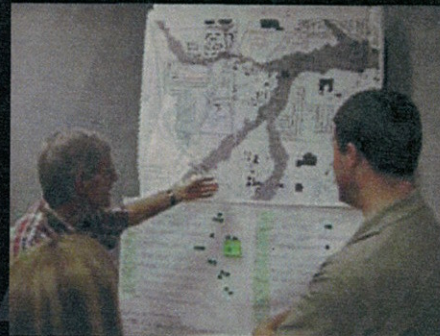
Fayette Junction

A Work-in-Progress presentation on September 18, 2008 in the Genesis building concluded the charrette. Approximately 40 people came to hear the charrette team's proposals and view the illustrative plan. Karen Minkel reviewed the week's events and then shared the three main goals developed by the charrette team based on citizen input. The presentation gave citizens a "tour" of the Fayette Junction area in the future and summarized initial regulatory ideas that would enable the Plan to become a reality. A survey was distributed to all attendees in order to gauge the community's reaction to the ideas. Ninety-four percent of the surveys received at the Work-in-Progress session thought that the plan was "on the right track."

DKR

After the Charrette

Over a period of 14 weeks, the charrette team refined the illustrative plan and drafted a vision and Master Plan document to be presented for adoption to the Planning Commission and City Council.



Stakeholders view the draft Illustrative Plan.

Fayette Junction

Plan Fundamentals

The Guiding Principles are:

1. Integrate the built and natural environments
2. Create a clean tech cluster
3. Support Multi-modal transit



Fayette Junction

Integrate the built and natural environments.

The Fayette Junction Neighborhood Plan area has a wide variety of topography, landform types, soil classifications, floodplain and wetlands. In the past, a substantial amount of development occurred in the floodplain, such as the old Levi Strauss Plant. Negative impacts of floodplain development can include diminished property value and environmental damage to the stream system. The new development shown in the Fayette Junction Illustrative plan is intentionally placed outside of the 100-year floodplain. The steep hillside areas have reforested and have generally been left undisturbed. These diverse landforms present both opportunities and challenges that have been addressed in the Illustrative Plan.

Shining Gateway

The intersection of Razorback Road and I-540 provides a prime opportunity to preserve and enhance the southern gateway into the City. Razorback Road is flanked on the east by a smaller hillside that provides a distinctive vantage point opposite the Dowell Cemetery hillside. Development on this site could potentially impair the terminated vista of the iconic Old Main. The University of Arkansas Facilities Management Planning Group expressed the desire to keep this site unobstructed for this important viewshed.

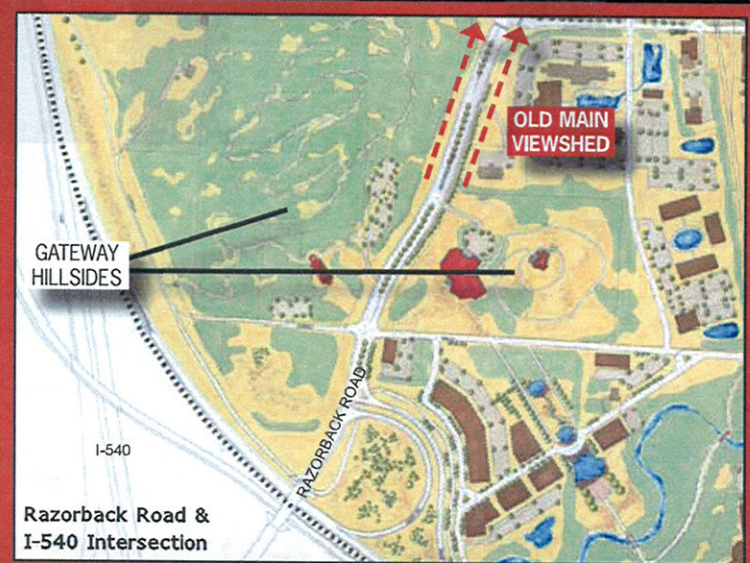
The Fayette Junction Illustrative Plan shows this gateway with a small church or civic building constructed above Dowell Cemetery with parking that could be shared with visitors to the adjacent city owned open space. Across Razorback Road on the smaller hilltop, a civic building is illustrated that could be associated with the clean tech cluster envisioned in this area.

The hillsides reflect the natural beauty of the Ozarks, serving as sentinels to the City. The preservation of these two hillsides adjacent to the development of a clean tech park would symbolize the City's commitment to sustainability and the attention to balance between preservation and development. The opportunity to preserve this most dramatic of gateways is in the near future - before development pressures make it cost prohibitive.

WHAT IS A 100-YEAR FLOODPLAIN?

Flooding is a natural and recurring event for a river or stream. Flooding occurs when heavy or continuous rainfall exceeds the absorptive capacity of soil and the flow capacity of the river or stream, causing a watercourse to overflow its banks onto adjacent lands. Floodplains are, in general, those lands most subject to recurring floods, situated adjacent to rivers and streams. Floodplains are therefore "flood-prone" and are hazardous to development activities if the impact of those activities exceeds an acceptable level.

Floods are usually described in terms of their statistical frequency. A "100-year flood" or "100-year floodplain" describes an event or an area subject to a 1% probability of a certain size flood occurring in any given year.



Master Plan

Fayette Junction

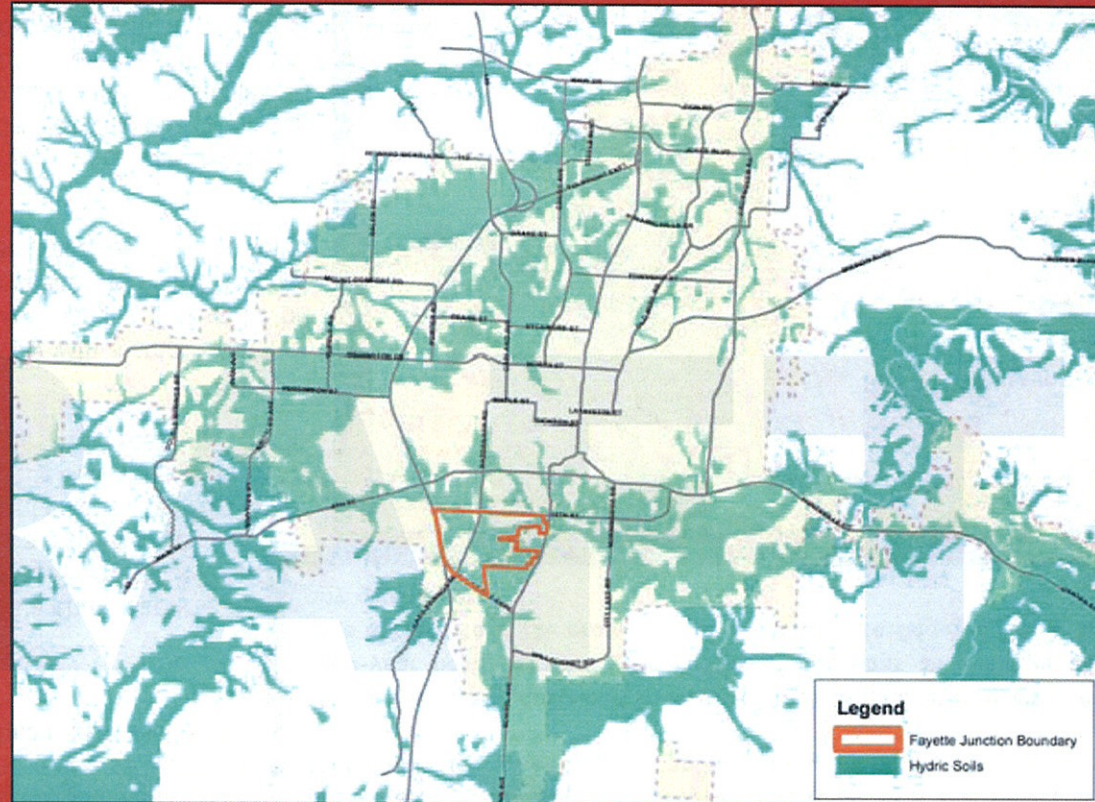
Soils and Stormwater Infiltration

Future development should be carefully planned and built with best management practices that minimize negative impacts on the watershed. Excessive stormwater runoff from impervious surfaces will create increased volumes and velocities during major rain events. The integration of the natural and built environment is possible with careful utilization of mitigation measures.

A large part of the Fayette Junction Master Plan area has soils that are categorized as “hydric”. As a general rule hydric soils are not particularly conducive to stormwater infiltration. This is a common soil type throughout the City of Fayetteville and large areas with hydric soil types have been developed in the past. For instance, much of the area around the CMN business park has hydric soils, and many Fayetteville neighborhoods have been built in areas with hydric soils.

The soils in the Fayette Junction area are primarily a variety of sandy loams that have a very fine texture and have been laid down by alluvial processes. Stormwater will have a tendency to stand on these types of soils and percolate downward very slowly. Untouched virginal lands of this type mainly consisted of seasonal wetlands prior to early urbanization and agriculture. Very few fragments of this wet prairie type still exist today, and much of the Fayette Junction area has been altered at some point in time over the last 150 years of settlement.

Additionally, the groundwater table is in close proximity to the surface in many areas. Development of areas with a high water table is extremely challenging. Individual sites in areas with known high water tables should be investigated thoroughly prior to development to mitigate negative impacts.



Fayette Junction

Recommended Development Practices

An analysis of the 100-year floodplain map shows that a notable amount of the undeveloped area in the Fayette Junction Master Plan is near or adjacent to the floodplain and riparian areas. Consideration should be given to Low Impact Development Management Practices as these areas build out. These could include:

- **Low-impact Development (LID) Streets**

LID streets utilize a natural swale or ditch adjacent to the roadway to allow runoff to infiltrate into the ground. The conventional pipe and pond engineering is replaced with gravel substrate lined swales. The filtration of the stormwater occurs as the water percolates downward into the subsurface. In areas with drainage or infiltration problems, due to soil type or geology, innovative combinations of conventional and LID engineering solutions should be utilized. A LID street is shown in the Illustrative Plan as an extension of Boone Street to Treat Street because it partially falls in the floodplain.

- **Elevated Structures**

The use of elevated structures can be a useful tool for development that falls outside of regulated flood zones but is still in areas that could be considered vulnerable to flooding. Construction techniques for elevated structures have been designed and built recently in the Gulf Coast region and are depicted in a rendering that shows development bordering a floodplain.



Fayette Junction

- **Green Corridors for Alternative Transportation**

The Cato Springs and Town Branches provide the opportunity to expand the City's alternative transportation trail system within their floodplains. The illustrative plan shows these linkages both within the riparian areas and adjacent to likely residential, commercial, and recreational nodes. The trails system currently being planned, designed, and built provides a vital transportation alternative to vehicular transportation that enhances the overall walkability and livability of Fayetteville. Due to its location and existing infrastructure, the Fayette Junction area could be a major hub in the future for the convergence of multiple transportation alternatives. The proximity of the trail to the riparian area has the added benefit of preserving a natural buffer area along the waterway.

- **Natural Habitat Linkages**

The riparian areas in the Fayette Junction Neighborhood link to the larger City and will contribute to a green infrastructure corridor that allows for natural habitat linkages. These linear corridors are conducive to allowing the migration of wildlife. Also, the availability of accessible and meaningful green-space is vitally important to ensuring that the built environment does not dominate the natural environment. Increased density and intensity needs to be designed to allow for human interaction within the preserved natural habitat.



Several trails in Fayetteville are built along stream corridors and riparian areas linking green space and parks.



Fayette Junction

- **Stormwater Detention and Retention**

Conventional engineering practices capture stormwater runoff by piping its flow to a catch or detention basin that is designed to release the flow capacity at a rate equal to or less than the runoff rate of the undeveloped land. Stormwater detention in this form is evident in most projects that have been built in the last three decades. Alternative techniques, such as retention basins, are beginning to change how engineers design and construct stormwater structures.

Retention basins differ in that they are designed to capture runoff and store it at a desired elevation before releasing it to the next basin downslope. This allows aquatic plant life to establish itself and provide filtration of stormwater pollutants, such as motor oil from a parking lot. Retention basins also retain relatively stable water levels, providing opportunities for wildlife and recreational openspaces.



Aquascaping in Tampa, FL
Photo by Vic Ramey
Copyright 2004 Univ. Florida



Charleston Place, Fayetteville, AR

Retention ponds naturally filter stormwater pollutants.

Fayette Junction

- **Cisterns, Rainbarrels and Other Stormwater Capture Techniques**

Rooftop impervious surfaces provide an excellent opportunity for rainwater capture. Historically, the capture and storing of rainwater provided a valuable renewable water resource. This was true for most of human history and only recently, with the advent of modern water distribution systems, has its importance in the built environment diminished.

Fortunately, cisterns, rainbarrels and underground storage vaults are re-emerging as solutions for mitigating the increased stormwater runoff caused by the built environment. These applications can be applied to small scale projects, like a single-family home, or large scale projects such as a commercial or industrial project. Stored rainwater is most often used to irrigate landscape elements, but can also be designed to provide non-potable water for interior uses such as toilets. Ultimately, the capture of rainwater is a design element that should be utilized widely and is especially important in areas that are near or adjacent to riparian areas and flood zones.

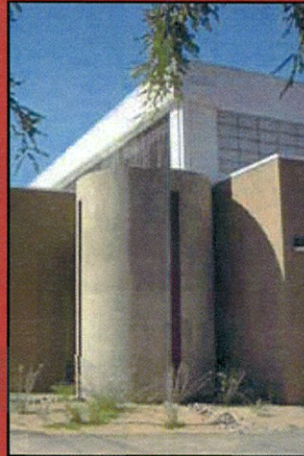
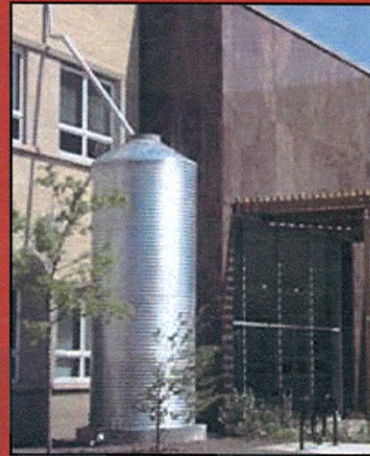


Photo Source: Water Environment Research Foundation www.werf.org



Green roofs and cisterns are effective methods of managing stormwater runoff.



Photo Source: Heifer International, Little Rock, AR www.construction.com



Photo Source: Martin Soil and Water Conservation District, Fairmont, MN www.martinswdc.net

Fayette Junction

• Green Roofs

A green roof is a building roof covered by vegetation. This has environmental advantages for reducing stormwater runoff and absorbing carbon dioxide from the air. Much of the innovation with green roofs in the U.S. has occurred in Chicago, and the Chicago Center for Green Technology recognizes the following benefits:

- Reduction in rainfall runoff impacts
- Reduction of carbon dioxide and air pollution
- Reduction of heat island effect
- Reductions in building heating and cooling loads
- Lengthened roof life
- Removal of nitrogen pollution in stormwater runoff

Source: City of Chicago Green Roof Fact Sheet.



Photo Source: Calhoun School, New York www.designshare.com



Photo Source: University of North Carolina
www.sustainability.unc.edu

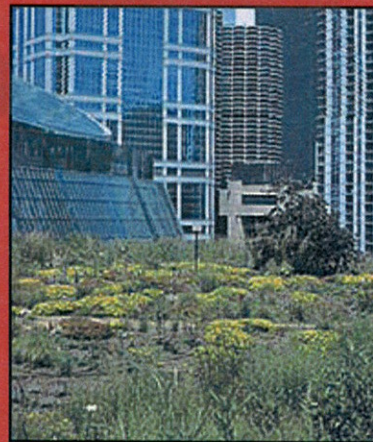


Photo Source: Chicago City Hall
www.greenroofs.com

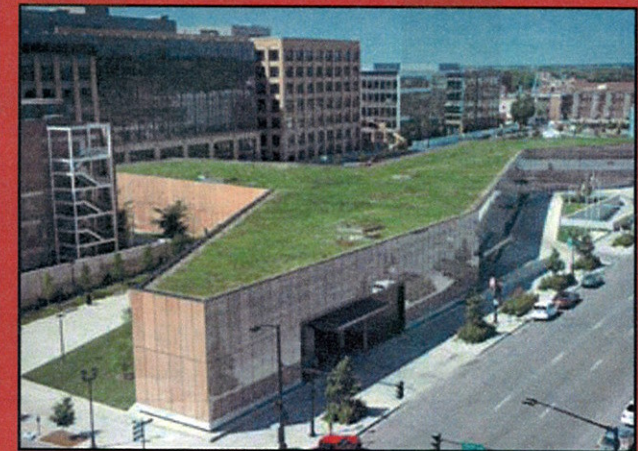


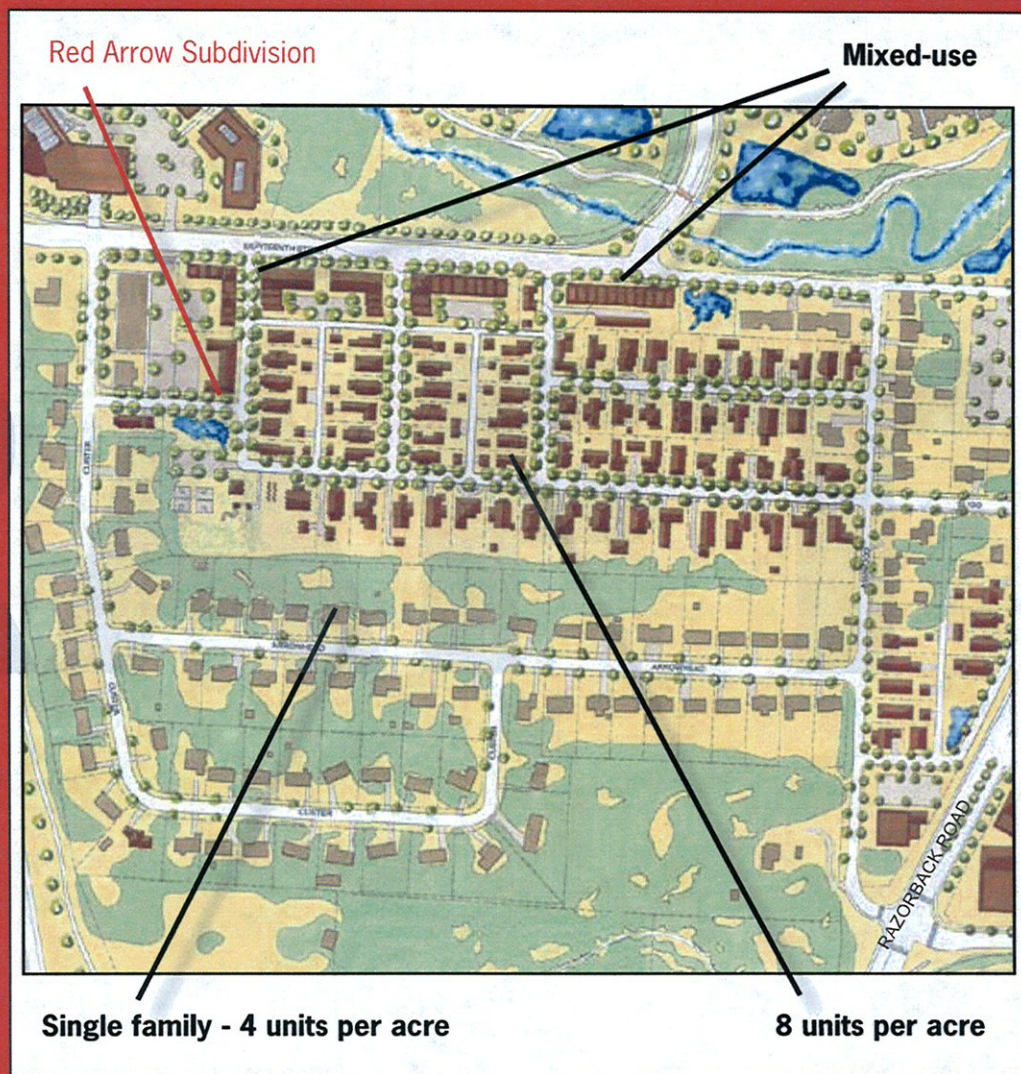
Photo Source: Des Moines Public Library www.ia.nrcs.usda.gov

Fayette Junction

The Urban Transect

Planners use a visual tool called the transect to describe the variations in intensity of the built environment. The transect is also used to illustrate the demarcation lines between differing degrees of urban density and intensity.

In the Fayette Junction Illustrative Plan, the variations of intensity and density can be seen as commercial nodes, such as the Junction, which give way to mixed-use, multi-family, and ultimately single-family detached development patterns. The area directly north of the existing Red Arrow Subdivision east of Razorback Road exemplifies this concept. A large piece of underdeveloped land exists between 15th Street and the Red Arrow Subdivision. The current zoning here would allow a build out of 24 units per acre of multi-family dwellings. The existing density and zoning for the Red Arrow Subdivision is currently single-family 4 units per acre. The illustrative plan shows how new development could transition from 4 units per acre in Red Arrow, to 8 units per acre for several blocks and then ultimately to multi-family and mixed use buildings along the minor arterial 15th Street. The other side of the street advances this progression with a large hotel development. The gradual transition of density and intensity allows for an orderly and acceptable pattern while still allowing the land owner to maximize the overall development potential of the land.



Fayette Junction

Create a clean tech cluster.

The expansion of the Arkansas Research and Technology Park, the construction of BioBased Companies headquarters and the development of the Crowne Apartments serve as harbingers for the potential of the Fayette Junction area. Connecting this area to downtown and ultimately Northwest Arkansas not only serves as a catalyst for economic development, but encapsulates the principles of a sustainable community.

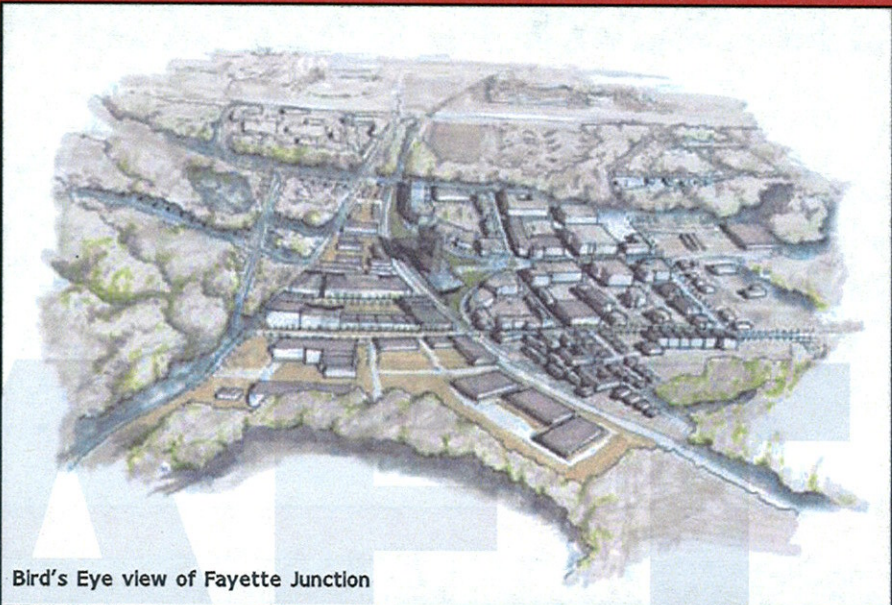
“Green Valley”

An ambitious coalition composed of local businesses, the University of Arkansas and the Fayetteville Economic Development Council formed in 2007 to promote a cluster of businesses that focus on sustainability technology. Similar to the founders of Silicon Valley or Research Triangle in North Carolina, the Green Valley Network envisions an internationally significant cluster, primarily in Northwest Arkansas. The area already serves as a home to the following:

- o The highest concentration of plant scientists in the world
- o Wal-Mart, the largest funnel for global consumer demand and the largest proponent of sustainability on Earth
- o The largest pre-existing supplier cluster with 1,300 consumer goods companies
- o One of America's largest oil and gas energy centers
- o The world's busiest cargo airport
- o One of America's largest agri-business centers with biofuel and eco-tourism opportunities

- www.greenvalleynetwork.org (2008)

The Green Valley Network founders believe these facts leave Northwest Arkansas poised to successfully recruit businesses that offer technological jobs while promoting a sustainable environment. The City of Fayetteville offers an ideal home for knowledge-based companies that emphasize sustainability. The University of Arkansas' Research and Technology Park (ARTP) is located in Fayetteville, the City offers cultural amenities that employees of knowledge-based companies desire, and the City engages in sustainable practices that are reflected in myriad policies and programs.



Bird's Eye view of Fayette Junction

Fayette Junction

University of Arkansas Research and Technology Park (ARTP)

The Fayette Junction boundary is adjacent to ARTP, which currently serves as a research incubator for clean tech companies. Fayette Junction offers an opportunity to promote the concept of “Green Valley” with shovel-ready land for clean tech companies that mature and want or need additional facilities apart from ARTP such as Biobased Companies.

The official case for a research and technology park was made in 2001 by the 2010 Commission assembled by the University of Arkansas. The 2010 Commission envisioned a “physical space where links between high quality academic research and business ideas [could] be formed to the benefit of all” (Center for Business and Economic Research, 2002).

The expected value of the total impact of operating ARTP is nearly \$720 million (*The Teller* 2003). Currently, ARTP is home to 31 public private affiliates and employs approximately 350 people. Since assuming management responsibility in November of 2004, the University of Arkansas Technology Development Foundation has grown the partnership base at ARTP from 13 to 31 public/private affiliates working to develop a broad array of technologies. In addition to the growing number of for-profit companies, ARTP is also home to a number of not-for-profit companies that provide complimentary services to University affiliates including the Small Business Administration, University of Arkansas Office of Technology Licensing, Arkansas Capital Corporation and Innovate Arkansas. Since January of 2005, affiliates of the ARTP have secured over \$46 million in federal grants and contracts.



Innovation Center
at ARTP



Biobased Companies

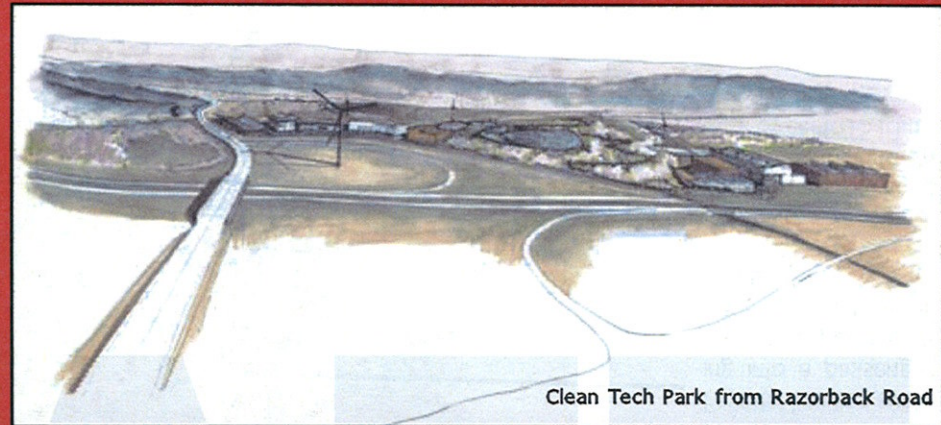
Fayette Junction

Capturing “Green Valley” in Fayetteville’s southern gateway

The vision for “Green Valley” has become a shared vision in Fayetteville among industry leaders, the University of Arkansas and City government. The southern gateway into Fayetteville from I-540 currently lacks defining features but has potential to become a striking entrance into the city, highlighting the “Green Valley” concept and building upon the strengths of ARTP.

The potential for a grand entrance into the City of Fayetteville exists first in the natural landscape. Dowell Cemetery Hillside lies to the west of the entrance. A smaller hill and undeveloped land lie to the east. The two hillsides frame a view of the University’s Old Main, serving as sentinels into the city. Extending the boulevard south along Razorback Road to I-540 as envisioned in the Illustrative Plan would enhance the streetscape at Fayetteville’s southernmost exit. This boulevard would also limit curb cuts onto Razorback Road, limiting the starts and stops in traffic flow caused by vehicles entering and exiting onto the arterial.

The Illustrative Plan envisions a clean tech park located at the undeveloped land southeast of the I-540 exit with a focus on fabrication and manufacturing, complementing rather than competing with the research and development activities at ARTP. Clean tech labs or offices within the identified park or east of BioBased Companies could also utilize the existing rail line for deliveries by constructing a spur. Locating clean tech industries on the undeveloped land just east of this entrance accomplishes two things: 1) Close proximity to ARTP and BioBased Companies allows a cluster of companies to take advantage of material and intellectual resources; and 2) Clean tech companies that employ “green” building techniques such as those envisioned in the Illustrative Plan create an advertisement and announcement for “Green Valley” with Fayetteville as its epicenter.



Master Plan

Fayette Junction

Support multi-modal transit.

Multi-modal transit is a key component of a sustainable community.

Charrette participants shared a vision for connected sidewalks, additional trails and the future potential for light rail during the Hands-on Design Workshop. Their preferences reflect a desire to have multiple modes of transit available for commuting to work as well as shopping for daily goods. Multi-modal transit not only provides more options for travel, but is an integral part of a sustainable community. Reductions in vehicle miles traveled leads to decreased air pollution and traffic congestion, which is consistent with the definition of a sustainable transportation system.

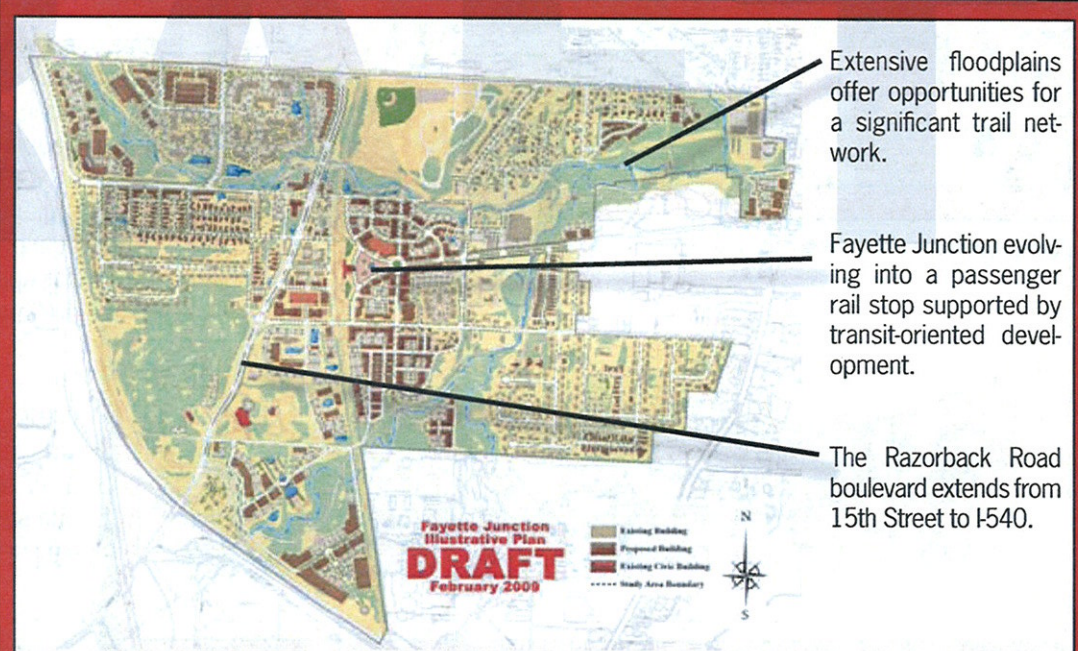
City Plan 2025 reflects this principle with the stated goal that Fayetteville will “grow a livable transportation system.” Constructing a trail network, providing pedestrian and cyclist options on all streets, and supporting regional mass transit are critical components of this tenet.

The Fayette Junction Illustrative Plan exemplifies this principle of City Plan 2025. The extensive floodplains in the master plan area offer opportunities for a significant trail network. The transformation of Razorback Road into a boulevard will accommodate pedestrians and cyclists as well as vehicle traffic, and the Plan envisions Fayette Junction evolving into a passenger rail stop supported by transit-oriented development.

WHAT IS A SUSTAINABLE TRANSPORTATION SYSTEM?

- Allows the basic access needs of individuals and societies to be met safely and in a manner consistent with human and ecosystem health, and with equity within and between generations;
- Is affordable, operates efficiently, offers choice of transport mode, and supports a vibrant economy; and
- Limits emissions and waste within the planet’s ability to absorb them, minimizes consumption of non-renewable resources, limits consumption of renewable resources to the sustainable yield level, reuses and recycles its components, and minimizes the use of land and the production of noise.

- Defining Sustainable Transport, Centre for Sustainable Transportation, March 31, 2005



Fayette Junction

Transportation constraints and opportunities

Multiple transportation constraints confront the Master Plan. First, the extensive floodplains make the construction of north/south and east/west roads cost prohibitive. Trail networks that extend to other parts of the City, however, show that floodplains also present an opportunity for expanding multi-modal transit opportunities. Trails such as Mud Creek Trail and Scull Creek Trail are constructed partially within floodplains, providing an alternative transportation option for pedestrians and cyclists.

The Fayette Junction Master Plan continues this approach by showing a trail system that runs parallel to Town Branch and Cato Springs Branch. The Fayette Junction trail system will enable a resident of Crowne Apartments to commute to the Arkansas Research and Technology Park and an employee of ARTP to visit a colleague at the clean tech park on Razorback Road without having to use a motorized vehicle. The pedestrian linkages shown throughout the Fayette Junction area will ultimately become connections to the greater citywide trail system.



Trail system throughout Fayette Junction

Fayette Junction

The second major challenge confronting connectivity is the railroad line. The Arkansas and Missouri Railroad limits the number of crossings allotted to a municipality so that if a new crossing is granted, one must be forfeited. Crossings also come at an additional expense. The builder has to pay for a construction team to work rapidly, often in one night, to complete the crossing.

The Fayette Junction Master Plan shows two additional railroad crossings—one at 18th Street and one at Treat Street—in order to improve east/west connectivity. A conversation with the General Superintendent of the Arkansas Missouri Railroad, Jim Seratt, confirmed the general policy of giving one crossing up in order to get another, although he added that there could be exceptions to this rule. Recent history also indicates that the costs are not strictly prohibitive; a developer constructed a new crossing at Quality Lane in order to provide access to a multifamily development.

Fayette Junction

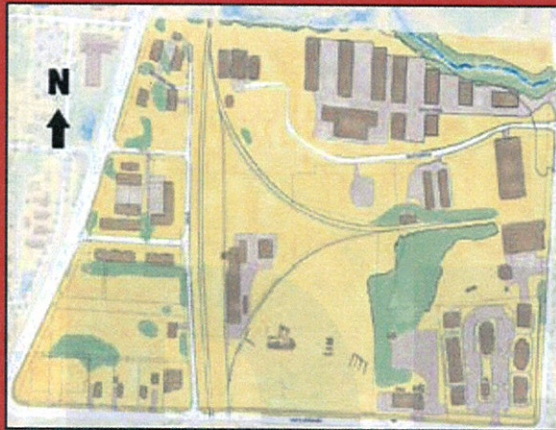
The greatest potential for providing sustainable, multi-modal transit comes from the railroad right-of-way. The railroad currently has 100-200 feet of right-of-way along the existing rail line, which runs through the heart of the downtown areas of the four major cities along the Northwest Arkansas corridor. Building a parallel track for public transit within the existing railroad right-of-way or utilizing a system on the existing track would provide cost-savings worth millions of dollars in right-of-way acquisition.

The University of Arkansas Community Design Center makes a compelling argument for Northwest Arkansas as a candidate for federal rail transit dollars in its 2007 study. The region, formed by a linear string of cities, is made up of a population that meets the density threshold necessary to support transit and that is likely to use rail transit, including University students, inter-city commuters, and retirees. These facts make the region a competitive candidate for New Start dollars, federal funding allocated for fixed guideway systems designed for the exclusive use of mass transportation. (UACDC, 2007)

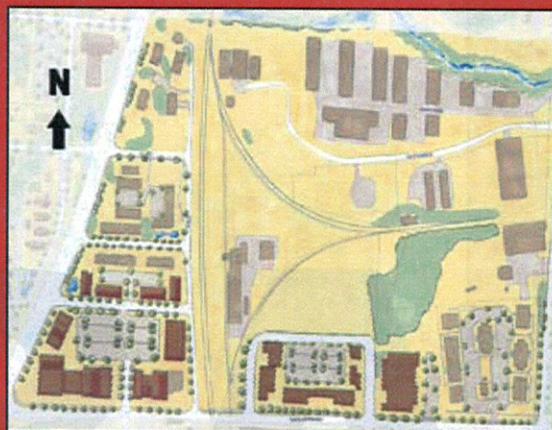


Fayette Junction

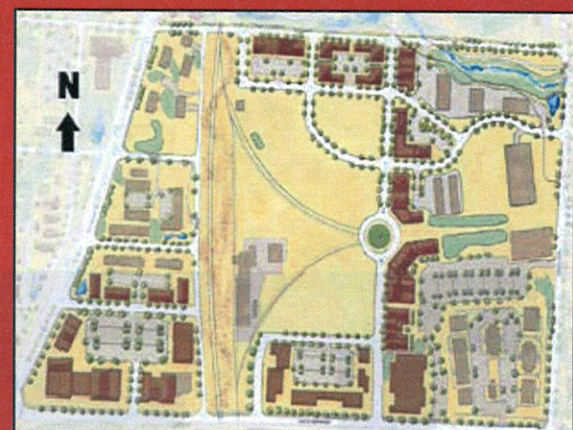
Creating a transit hub that can evolve over time will enable the Fayette Junction area to transition to a transit-worthy urban destination.



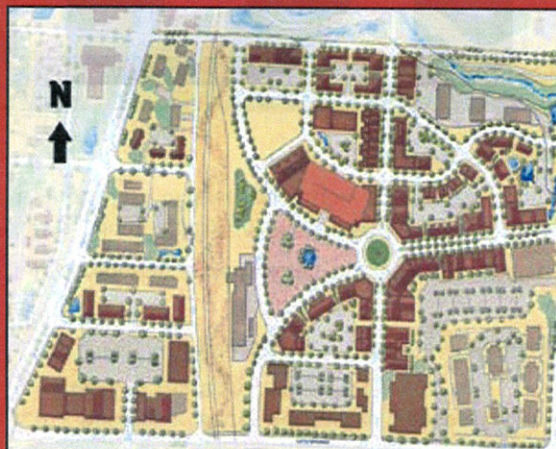
Existing



0-10 years—Density 4 units per acre



10-15 years—Density 8-10 units per acre



16-20 years—Density 12 units per acre



21-30 years—Density 15-20 units per acre

This series of graphics envisions how the Fayette Junction railroad wye would transform and build-out over time into a transit-oriented development hub. Currently the Fayette Junction wye consists of a large open space being utilized as a concrete manufacturing facility. The 0-10 year build-out centers new development at the intersection of Cato Springs Road and Razorback Avenue. The 10-15 year graphic illustrates the addition of north-south and east-west streets with accompanying residential and commercial growth. In 16-20 years, the area becomes a transit hub with a large central plaza, parking deck, commercial, residential and green technology uses. The final illustration is the full build-out of a complete transit-oriented neighborhood with a density of 20 units per acre.

Master Plan

Fayette Junction

WHAT IS TRANSIT-ORIENTED DEVELOPMENT?

...It's building a place, not just a transportation system. The creating of an engaging public realm beyond mere engineering of a transportation project is critical to rail transit feasibility.

...It's a regional planning instrument for developing land uses that consume less land per capita, conserve sensitive natural areas, and revitalize urban areas.

...It's creating a pedestrian-oriented urban district within a half-mile radius around a rail transit station.

...It's about guiding growth, rather than creating it. Unlike highway development, good transit design can capture sustained economic value from the triangulation of transportation efficiencies, community redevelopment, and shifting consumer habits due to "agglomeration efficiencies."

- NWA Rail Visioning Rail Transit in Northwest Arkansas: Lifestyles and Ecologies, UA Community Design Center 2007



Fayette Junction

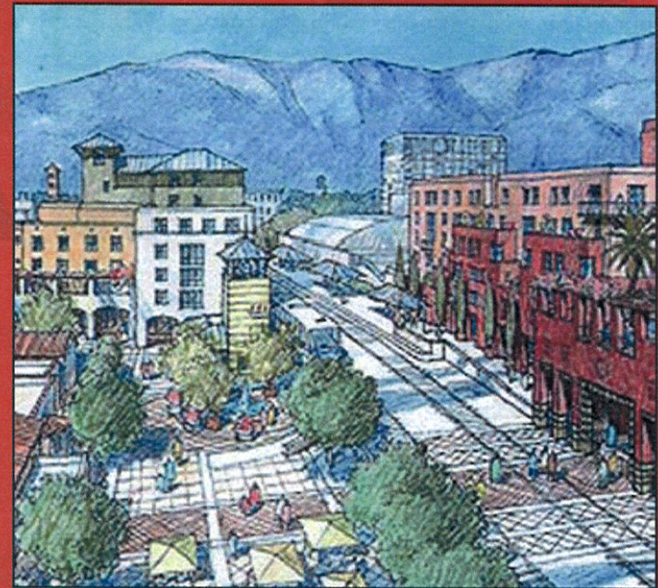
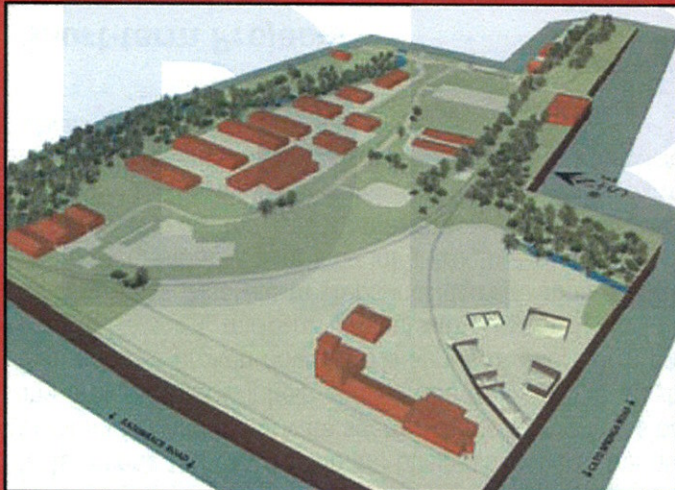


Image Source: www.terrain.org

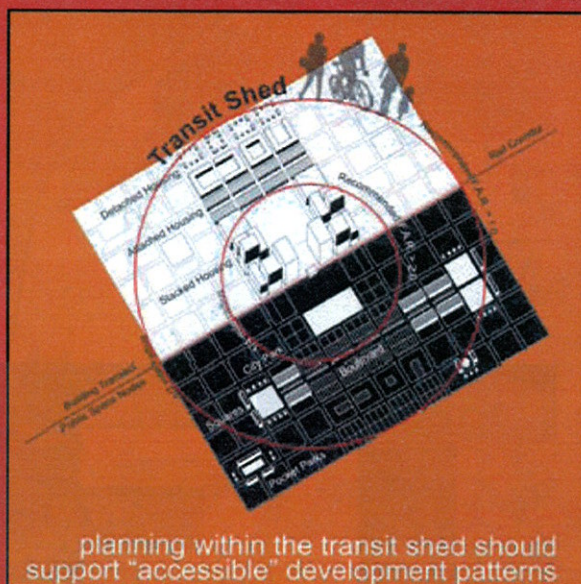
Fayette Junction

The Fayette Junction Illustrative Plan combines the concept of a passenger rail system parallel to the existing railroad line with the transit-oriented development needed to support an urban transit hub. The Illustrative Plan utilizes the concept of a transit shed, or a half-mile radius around the transit stop that supports significant pedestrian traffic by creating a destination urban hub complete with retail, offices and high-density housing options. An appropriate density for supporting a rail stop is approximately 15-20 units per acre, which is the density suggested in the Illustrative Plan. The current density of the Fayette Junction Neighborhood is closer to 3-4 units per acre.



Existing Fayette Junction area (above) and proposed Fayette Junction area from Illustrative Plan Sketch-up Model (right)

Image Source: UA Community Design Center



Master Plan

Fayette Junction

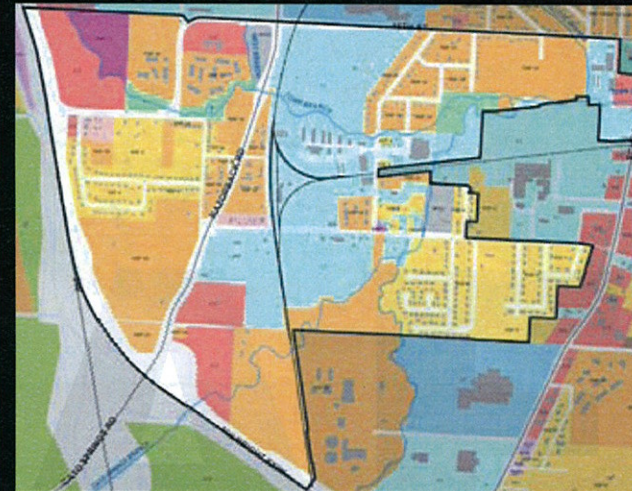
Implementation

The ultimate success of any planning document depends upon the willingness and capacity of all stakeholder groups to implement the vision. The implementation of the Fayette Junction Master Plan will only occur through cooperative efforts among the City, residents, business owners, the non-profit sector and the private sector. The following steps outline projects that will help achieve the goals of the Master Plan and are broken down into a series of short-term projects (0-5 years), mid-term projects (6-10 years) and long-term projects. Short-term steps include regulation changes and projects that require little infrastructure or cost. Long-term projects are those that require more significant capital investment. The ultimate timing of implementation will reflect the overall commitment to the realization of the vision developed by the community.

Short-term Projects

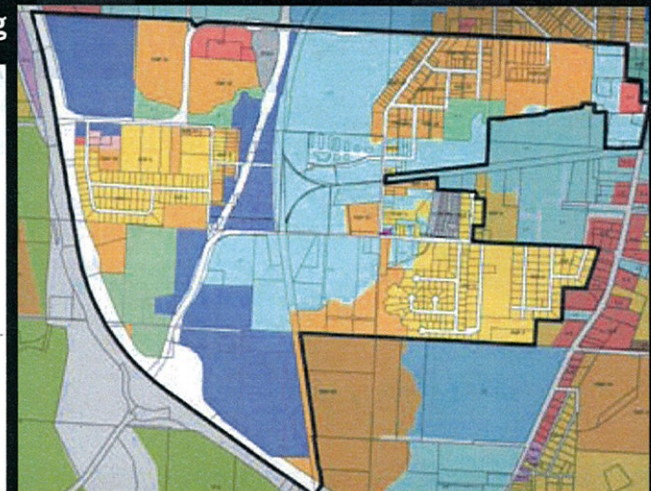
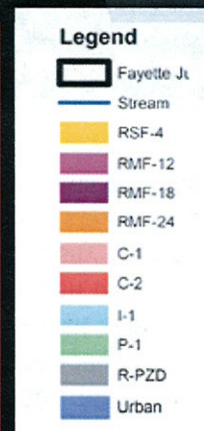
1. Seek zoning changes along the Razorback Road corridor from I-540 to 15th Street.

Development along the Razorback Road corridor forms a first impression of Fayetteville. The form of this development will affect property values and contribute to Fayetteville's identity. The Master Plan recommends preserving the hillsides at the entrance and zoning for an urban development form along the rest of the corridor. This zoning will promote continuous frontage of buildings near the street, contributing to a pedestrian-friendly environment that enhances property values and promotes infill development where infrastructure can support urban densities and intensities.



Current Zoning

Proposed Zoning

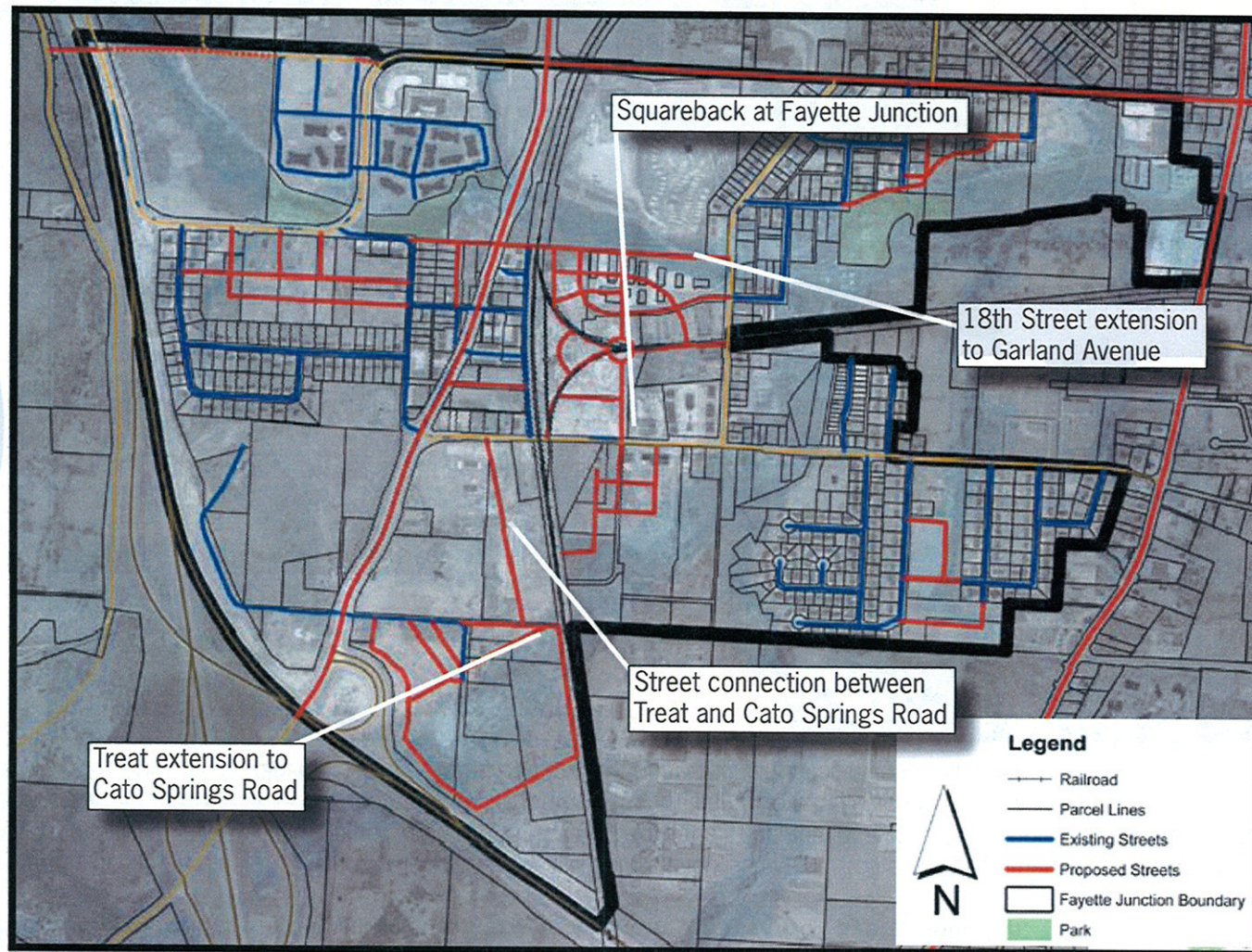


Fayette Junction

2. Amend the Master Street Plan to include the key proposed street connections.

Including the proposed streets in the Master Street Plan will ensure that these connections are completed when new development occurs. Multiple connections are shown in the Illustrative Plan, and may change as concrete projects are proposed. However, several connections significantly facilitate traffic flow and should be added to the Master Street Plan:

- Squareback at Fayette Junction, which includes the wye geometry
- 18th Street extension to Garland Avenue
- Street connection between Treat and Cato Springs Road
- Treat extension to Cato Springs Road

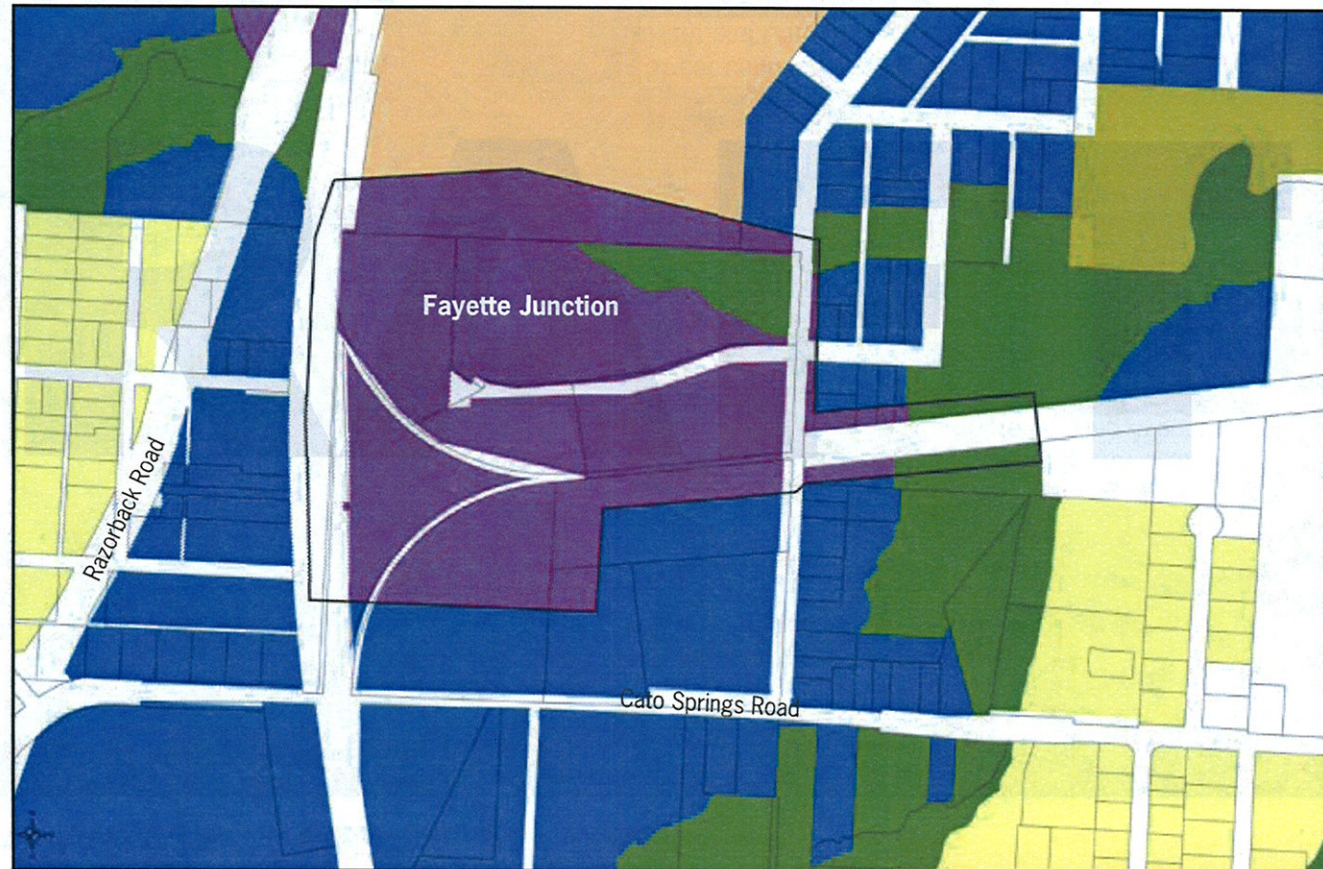


Fayette Junction

3. Amend the Future Land Use Map to reflect the transit-oriented development at the historic Fayette Junction.

The Fayette Junction area is currently designated as City Neighborhood on the City's Future Land Use Map. Staff proposes amending the future land use map by designating the area around the Fayette Junction as Urban Center. The Urban Center designation allows for a more intense and dense pattern of land use, encouraging a diverse mix of residential, commercial and office uses within the Fayette Junction Area. Multi-modal transit hubs have been shown to work best when a variety of employment and housing options are located within a half-mile transit shed.

D



The Existing Future Land Use Map of Fayette Junction Master Plan area is shown on page 8 of this document.

Fayette Junction

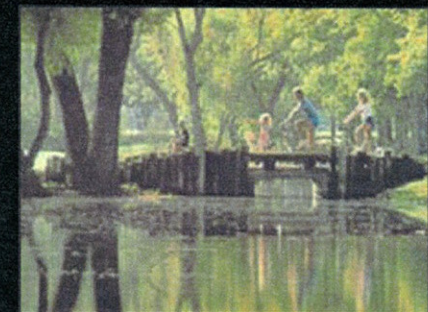
4. Establish a riparian buffer ordinance.

Both the Cato Springs Branch and Town Branch are part of the riparian ecosystem that feeds into the White River, which drains into Fayetteville's water source, Beaver Lake. This ecosystem needs protection in order to maintain the integrity of Fayetteville's most valuable water resource. Municipalities often use riparian buffer ordinances to ensure that riparian ecosystems continue to provide all the benefits that occur naturally. A riparian buffer ordinance is a useful tool for protecting the built environment of neighboring properties from erosion and flooding while also providing environmentally valuable open space. The Environmental Protection Agency states that these ordinances accomplish the following:

1. Restore and maintain the chemical, physical, and biological integrity of the water resources;
2. Remove pollutants delivered from urban stormwater;
3. Reduce erosion and sediment entering the stream;
4. Stabilize stream banks;
5. Provide infiltration of stormwater runoff;
6. Maintain base flow of streams;
7. Contribute the organic matter that is a source of food and energy for the aquatic ecosystem;
8. Provide tree canopy to shade streams and promote desirable aquatic organisms;
9. Provide riparian wildlife habitat; and
10. Furnish scenic value and recreational opportunities.



Examples of riparian zone buffer used as trails and open space.
Photo Source: <http://www.stormh2o.com>



Mid-term Projects

1. Preserve the Ogden hillside at Razorback Road and I-540.

The Razorback Road entrance to the City presents the unique opportunity to establish a natural gateway to the City. The large Dowell Cemetery hillside has been preserved through City ownership and a conservation easement. The smaller hillside located across Razorback Road is in private ownership. This land is owned by the Joyce Ogden Family Trust and comprises a 10-acre parcel. The University of Arkansas has expressed interest in acquiring this land in order to preserve the viewshed of Old Main and the Fayetteville downtown skyline. The Illustrative Master Plan depicts this land as being utilized for a welcome or visitor's center.

The City of Fayetteville in partnership with the University of Arkansas should work to acquire the Ogden land either through ownership or a conservation easement. A conservation easement separates the ownership of the land from the development rights. The landowner relinquishes these development rights but can continue to use and enjoy the land while protecting it from further development in perpetuity. An easement assures property owners that their heirs and successors will maintain the land in uses consistent with open space purposes and the landowner's wishes. A variety of tax benefits may be available to landowners who place their land in a conservation easement. These may include deductions in income, property and estate taxes.

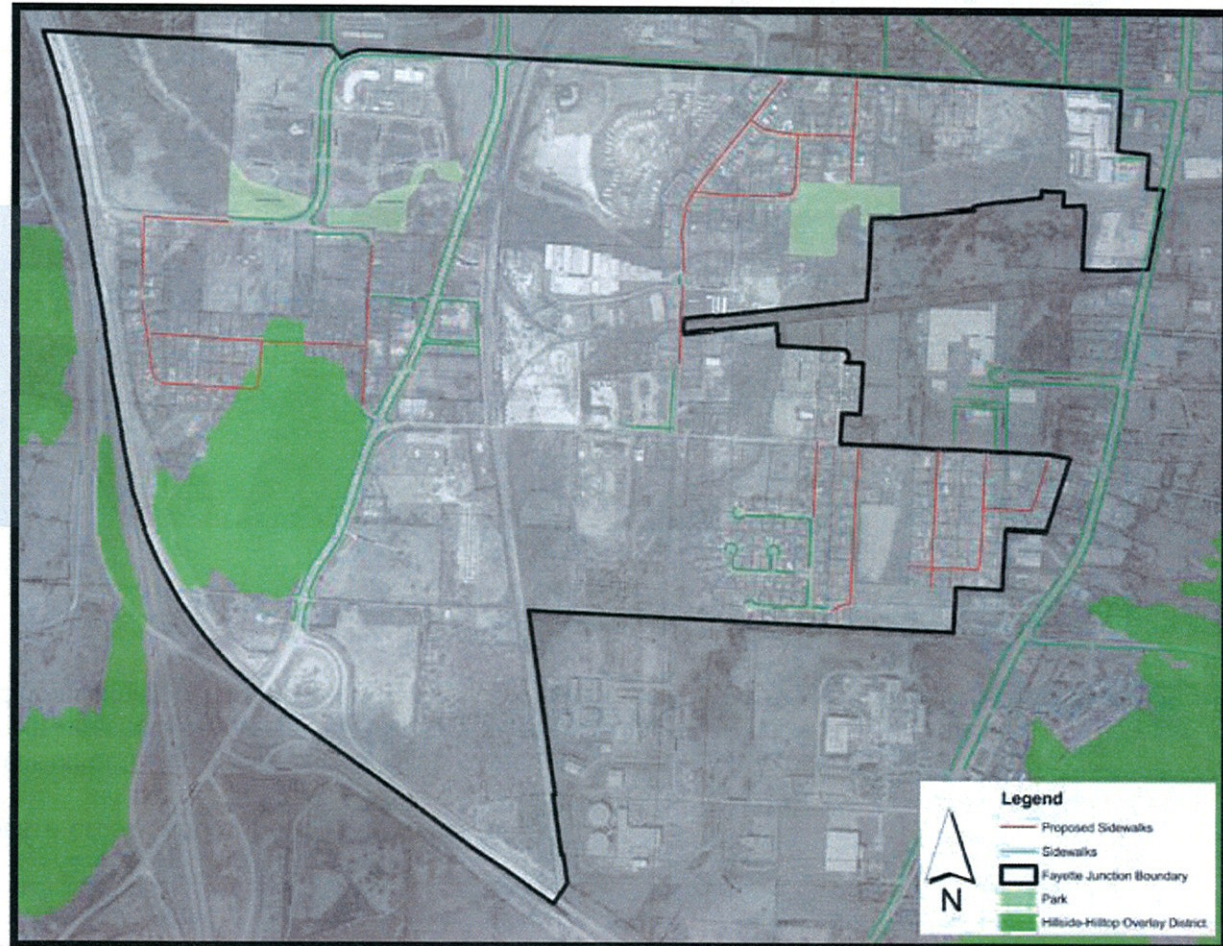
DRAFT

Fayette Junction

2. Add or repair sidewalks along existing streets within the neighborhood.

The City Transportation Division and Sidewalks and Trails Committee have committed to ensuring that all existing streets have a sidewalk on at least one side of the street. Each year, new sidewalks are constructed based on a prioritized list that balances the construction of new sidewalks in different parts of the City, first addressing streets where no sidewalks exist. The following streets in Fayette Junction lack sidewalks on both sides of the streets and should be added to the sidewalk construction list:

Clover Drive (north of Eden Circle)
Laverne Avenue
Coleman Avenue
Laura Lee Street
Emma Avenue
Selle Drive
Brooks Avenue
Boone Street
Price Avenue
Duncan Avenue
Walker Street
Arrowhead Street
Custer Lane
Ashwood Avenue
18th Street



Fayette Junction

Long-term Projects

1. Extend the Razorback Road boulevard cross-section from 15th Street to I-540.

Redeveloping Razorback Road as an extension of the boulevard between 15th Street and Martin Luther King, Jr. Boulevard will take significant infrastructure investment. This type of project will occur as capital funds become available and development occurs along the Razorback Road corridor to merit the investment.



Master Plan

Conclusion

The Fayette Junction Master Plan vision document and Illustrative Plan sets forth an ambitious effort for tying disparate parts of the area together to create a comprehensive plan that maximizes opportunities. This vision captures the main goals expressed by stakeholders such as protecting the floodplains, providing multi-modal transit opportunities and promoting clean tech development.

The vision document also identifies policies and programs to help achieve these goals. Razorback Road has the potential to become a “great address” and shining entrance into the City as it transitions from a five-lane road to a boulevard that is capable of accommodating both vehicles and pedestrians. Rezoning this corridor to a zoning district that encourages an urban form will encourage Razorback Road’s transformation. Modifying the Master Street Plan and building a trail network will increase connectivity throughout the area. Finally, the Illustrative Plan provides a visual design of how this area can develop in such a way that protects the natural beauty and environmentally sensitive areas prevalent throughout the area, respects existing residential neighborhoods and encourages appropriate infill development.

The overall implementation process will take the mutual cooperation of multiple sectors, both public and private over a period of decades, but the recommendations also include measurable steps that will begin the process of implementing the community’s vision.

Fayette Junction

Appendices

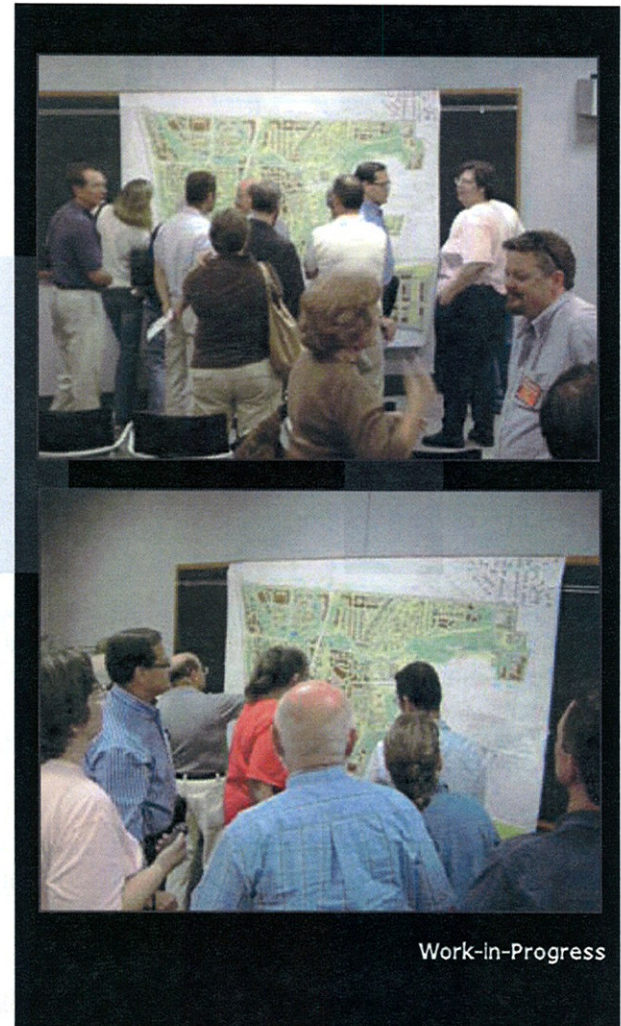
Work-in-Progress Survey

These survey results represent approximately 40 participants who attended the Work-in-Progress presentation. Over 100 community members participated during the entire charrette, but the Work-in-Progress session served as a culmination of the week's work and events and provided an opportunity for written feedback.

Appendix: Work-in-Progress Presentation

What events did you participate in during the charrette?

Attended only the Work-in-Progress Presentation	12%
Attended the Work-in-Progress Presentation and one charrette event	29%
Attended the Work-in-Progress Presentation and two charrette events	41%
Attended the Work-in-Progress Presentation and three charrette events	18%
Attended all charrette events	0%



Master Plan

Fayette Junction

Appendices

Of the many ideas you heard tonight, which idea should be made a top priority?

1. **Stormwater Management (30%)**
2. Multi-modal transit (20%)
3. Sustainability/clean tech concepts (20%)
4. Greenspace (20%)
5. Infrastructure (5%)
6. The housing (high density) adjacent to Greathouse Park—the target group being seniors (5%)
7. Street grid—this neighborhood can't function until it's connected. It's the necessary first step (5%)

Stormwater management (30%)

- Drainage
- Trails system—floodplain greenspaces
- Run-off water
- Drainage—Cato Springs Road, along Selle Drive
- Approaching runoff and drainage issues from a potential asset point of view, rather than assuming these issues as a liability
- Managing floodplain and runoff

Multi-modal transit (20%)

- I like the transportation hub
- Transit hub/development
- Light rail (*Is there a way to pressure Cong. Boozman to do his part, or at least not sabotage those efforts?*)
- Trails

Greenspace (20%)

- I like the community area, trails, parks and greenspace
- Keep and expand useful green areas
- Park on Laverne
- Trails system—floodplain greenspaces

Sustainability/Clean Tech concepts (20%)

- Green Valley
- Partnership w/U of A
- LEED
- Density management integrating clean tech and residential

Master Plan

Fayette Junction

Appendices

Are there any elements of your vision for the future of the Fayette Junction Neighborhood we might have missed?

- New developments having an increased number of retention ponds; make sure mosquito control is included so as to not add to the existing problem
- Put time limits for new construction to eliminate half-completed buildings sitting for numerous months or years
- Some areas are too dense
- Suggest using normal setbacks on new construction instead of zero lot lines
- Ensure new development that is built in low-lying areas have proper drainage and not drain on existing residents causing flooding
- Make sure there is adequate parking for new development as to alleviate parking on the street
- The area S. of Cato by Laverne should definitely be park/greenspace
- I don't think placing buildings—even beautiful ones—on top of the hills/knolls as you enter Fayetteville is a good idea. Can we not preserve the hilltops as forest and build in way that doesn't gash the natural landscape so visibly.
- Plenty of street trees/boulevards to slow entry traffic from I-540 and new development to SW
- Sidewalks along Cato Springs Road
- A formal involvement from the UA
- Fayette Junction neighborhood association
- Any issues with truck traffic to industrial areas?

**Do you think the plan
is on the right track?**

Yes (94%)

No (6%)

Fayette Junction

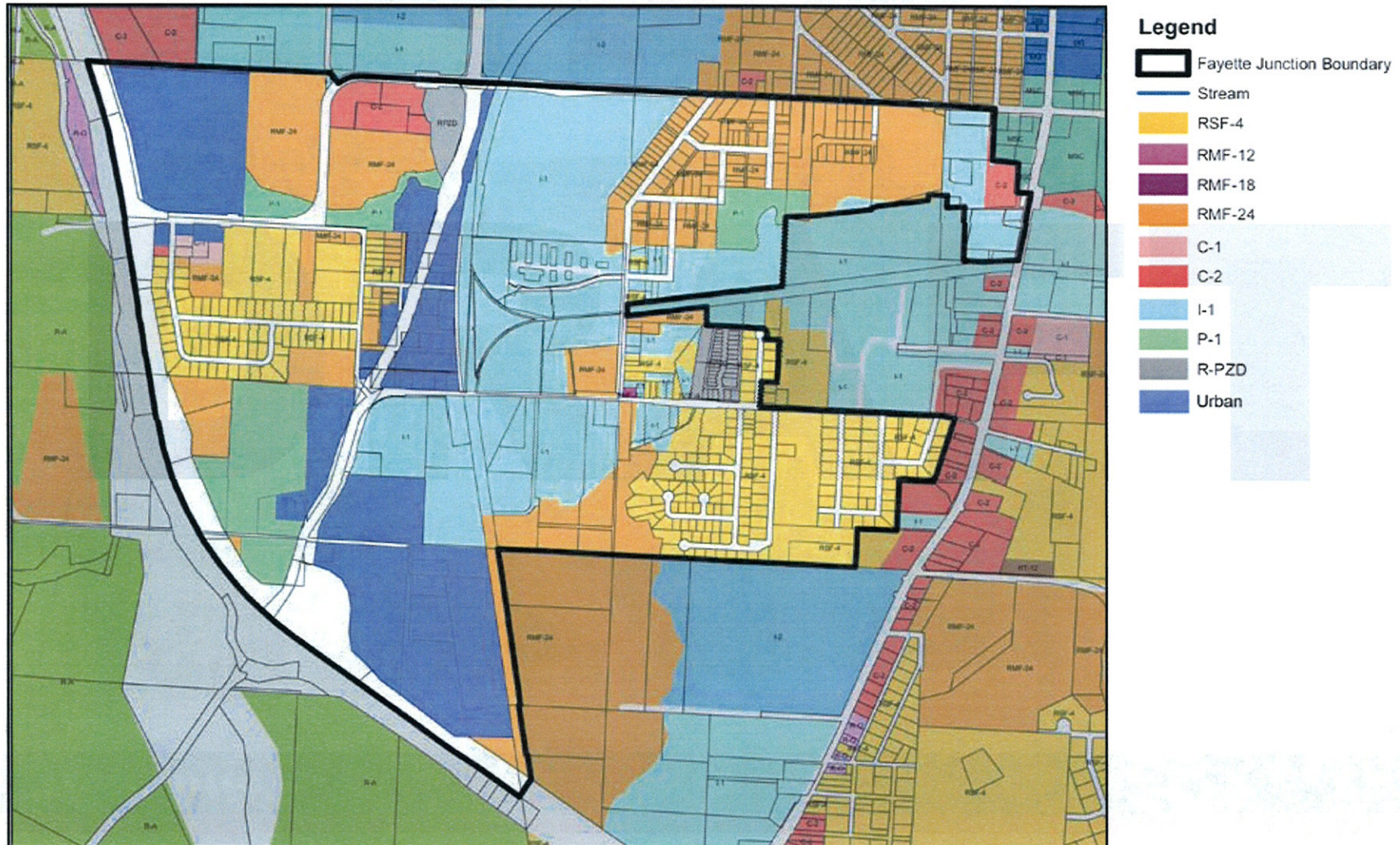
Appendices



Master Plan

Fayette Junction

Appendices



Appendices

Resources:

Campbell, Denele Pitts. "Fayette Junction: Hub of Washington County's 1885 - 1935 Timber Boom". *Flashback*, Winter 2005.
Washington County Historical Society

City of Chicago Green Roof Fact Sheet.
http://egov.cityofchicago.org/webportal/COCWebPortal/COC_ATTACH/Green_Roof_Fact_Sheet.pdf

City Plan 2025, Fayetteville
<http://cityplan2025.accessfayetteville.org>

Downtown Master Plan, 2004, Fayetteville
<http://www.accessfayetteville.org/planning/>

The Centre for Sustainable Transportation
<http://cst.uwinnipeg.ca/>

University of Arkansas Community Design Center
<http://uacdc.uark.edu/>

University of Arkansas - Facilities Management Planning Group
<http://planning.uark.edu/>

Urban Land Institute
<http://www.uli.org>

Council Meeting 4/7/09 1 of 64

From: Sue Madison <smadison@sbcglobal.net>
To: Karen Minkel <kminkel@ci.fayetteville.ar.us>
CC: <lljordan7@hotmail.com>
Date: 4/2/2009 3:21 PM
Subject: Re: Fayette Junction Master Plan Goes to City Council on the 7th

I have a few comments on the Fayette Junction proposal.

I reviewed the pictures and plats available on-line and found them difficult to use. None of the maps had keys so it was hard to tell what some of the colored areas meant. I don't know why so many pictures of participants were included, this just added to the volume of what I was trying to read.

On page 26, the "18th Street Layout": I want to object to the new street that opens onto West Custer. The City Council has previously turned down such an intrusion into this existing neighborhood of single family residences. The lot on West Custer where the plat appears to show a large residential dwelling has a large high transmission electric line post; there is very little room for such a structure. Most of the structures on the new street appear to be large and therefore I assume multifamily. For purposes of accessing 18th street, I-540 or Razorback Rd. an entrance on West Custer would be useless. We own ten rental houses in this neighborhood and we have tried to be good neighbors and work for the benefit of the neighborhood. I object strenuously to this intrusion.

Sue Madison
State Senator, District 7

From: Karen Minkel <kminkel@ci.fayetteville.ar.us>
To: Karen Minkel <kminkel@ci.fayetteville.ar.us>
Sent: Thursday, April 2, 2009 2:43:52 PM
Subject: Fayette Junction Master Plan Goes to City Council on the 7th

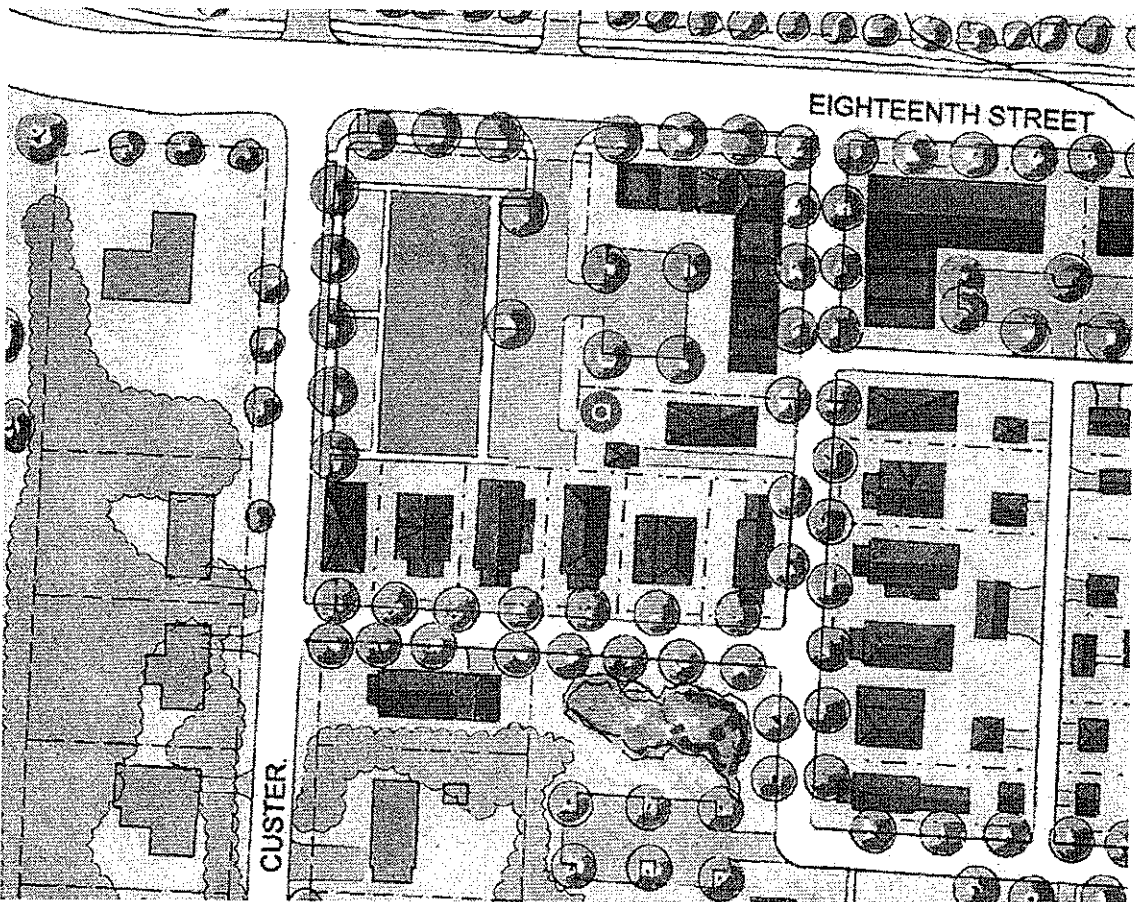
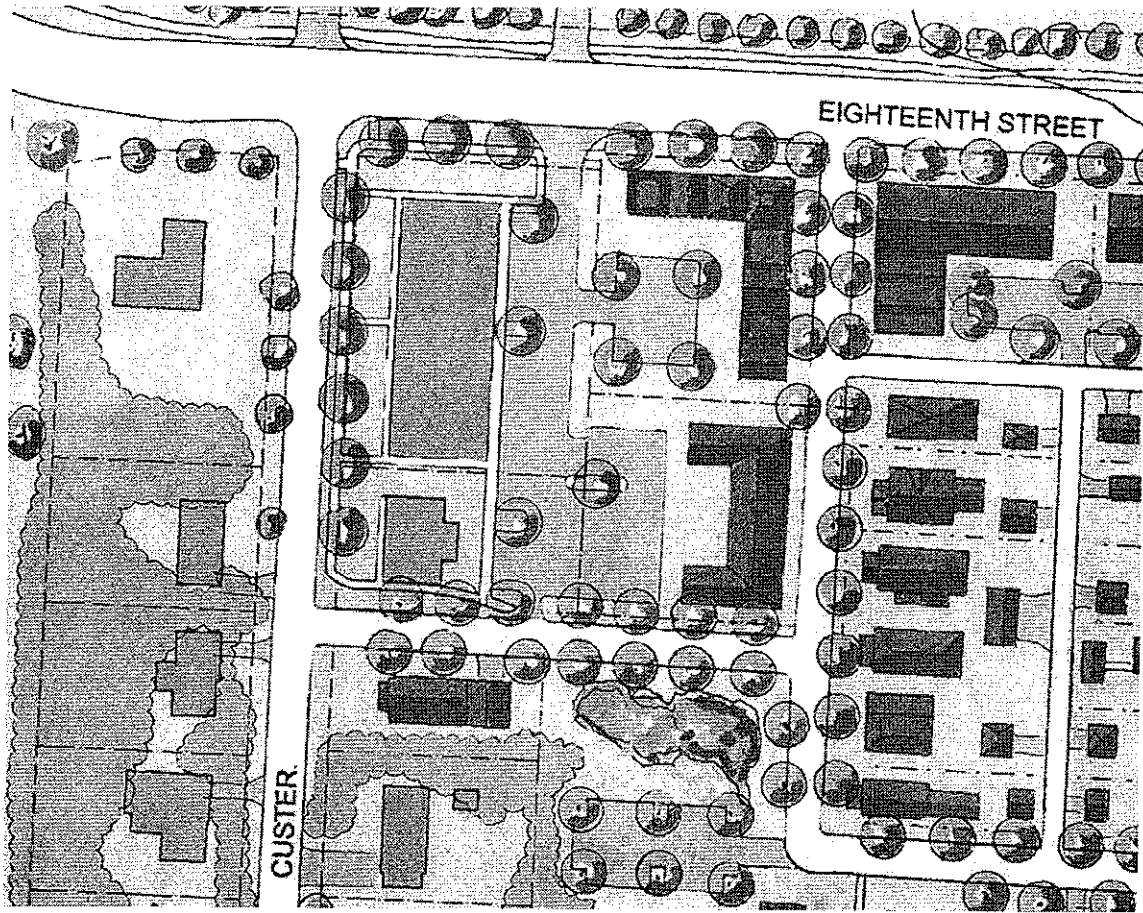
Fayette Junction Master Plan participants,
The Illustrative Plan and vision document are on the City Council's agenda for the meeting on April 7 at 6:00 p.m. in Room 219 at the City Administration Building located at 113 W. Mountain Street. The City Council will take public comment at the meeting or you can email City staff, and we will make sure the Council members receive your comments.

Staff has enjoyed meeting and working with all of you during this process and we appreciate your hard work on this master plan. Approximately 75 stakeholders showed up at the final community presentation at BioBased Companies on February 5, which was a fantastic turnout. Feel free to email or call 575-8267 if you have comments or questions. The draft Illustrative Plan and vision document as well as the Community Presentation can be viewed at <http://cityplan2025.accessfayetteville.org>

Best,
Karen Minkel

Karen Minkel
Strategic Planning and Internal Consulting Director
City of Fayetteville
(479) 575-8271

EXHIBIT "I"



City of Fayetteville Staff Review Form

B. 3
ADM 09-3219 Amend Chapter 166
Page 1 of 14

City Council Agenda Items
and
Contracts, Leases or Agreements

4/7/2009

City Council Meeting Date
Agenda Items Only

Andrew Garner
Submitted By

Planning
Division

Development Services
Department

Action Required:

ADM 09-3219 (UDC Ch. 166.12 Structures Not Allowed Over Public Easements): An ordinance amending Ch. 166.12 of the Unified Development Code to clarify what types of structures are permitted in easements, and to establish consistent guidelines for the installation of structures in easements.

Cost of this request

n/a

Category / Project Budget

Program Category / Project Name

Account Number

n/a

Funds Used to Date

Program / Project Category Name

Project Number

n/a

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

03-13-09
Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

3-13-09
Date

Original Contract Number:

Chief of Staff

3-16-09
Date

Received in City
Clerk's Office

ENTERED
3-13-09

UDS

Received in
Mayor's Office

ENTERED
3/16/09

Comments:

Revised April 16, 2007

Left on the second reading at the 4/7/09 mtg

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Director of Development Services 

From: Andrew Garner, Senior Planner

Date: March 13, 2009

Subject: UDC Ch. 166.12 Amendments - Structures Not Allowed Over Public Easements (ADM 09-3198)

RECOMMENDATION

On March 9, 2009 the Fayetteville Planning Commission and staff recommended in favor of an ordinance to amend the Fayetteville Unified Development Code (UDC) to clarify what type of structures are and are not permitted in public utility easements. After the Planning Commission meeting the City Attorney provided a memorandum to Planning Staff with some recommendations on the proposed ordinance changes. These recommendations are consistent with staff and Planning Commission's intent of the ordinance changes and have generally been incorporated into the proposed ordinance.

BACKGROUND

City of Fayetteville Unified Development Code chapter 166.12 prohibits the installation of any structures over easements. This ordinance is intended to prevent permanent immovable structures from impeding the installation or maintenance of utilities and to allow utilities to continue and expand their specific utility services in the easement. However, there are numerous instances where signs, trash enclosures, and other structures have been placed over public utility easements, with or without permission of the City and or utility providers. In certain cases, more "temporary" or "movable" structures can be installed in easements and not restrict or impede the use of the easement for utility provision. The lack of a clear direction in the code to allow such structures leads to a wide interpretation of what should and should not be permitted. Planning staff proposes amending UDC Chapter 166.12 to more clearly define what types of structures are and are not permitted within a public easement, and to clearly describe that certain structures that are difficult to move, such as brick or stone fences, must obtain written permission from utility companies and the City and file a legal recorded document prior to installation. The proposed ordinance change would allow applicants more flexibility in the development of their property, while maintaining the integrity of the easement. The proposed modifications to the code would provide utility companies assurance that any damage or relocation of utilities, or damage/removal of certain structures by utility companies would be at the owner/developer's expense. In addition, the decision to allow the identified structures would be entirely at the discretion of the utility service providers and the City. This policy is not intended to be directly applicable to encroachments within public rights-of-way or Master Street Plan setbacks.

City Council Meeting of April 7, 2009

Agenda Item Number

DISCUSSION

This item was heard at the regular Planning Commission meeting on March 9, 2009 and forwarded by vote of 9-0 with a recommendation for approval to the City Council. The proposed ordinance modification was discussed by the utility companies and City staff at the February 11, 2009 Technical Plat Review meeting, and briefly discussed at the March 3, 2009 Board of Adjustment meeting. Neither the utility companies nor the Board of Adjustment voiced any objection to the proposed amendments. After the Planning Commission meeting, staff has incorporated additional changes suggested by the City Attorney, which are consistent with the intent of the proposal.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE SUBSECTION 166.12: STRUCTURES NOT ALLOWED OVER PUBLIC EASEMENTS, TO CLARIFY WHAT TYPES OF STRUCTURES ARE PERMITTED IN EASEMENTS, AND TO ESTABLISH CONSISTENT GUIDELINES FOR THE INSTALLATION OF STRUCTURES IN EASEMENTS.

WHEREAS, landowners are allowed to use their property within an easement as long as such use does not damage or impede the easement owner's use of the easement; and

WHEREAS, certain structures do not damage or impede the use of an easement and should be permitted within said easement; and

WHEREAS, additional regulations are necessary to clarify what types of structures are permitted in easements, and to establish consistent guidelines for permitting structures within easements;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, hereby repeals and replaces §166.12 Structures Not Allowed Within Public Easements, with the following language:

"§166.12 Structures Not Allowed Within Public Easements"

- (A) No portion of any building including in-ground pools or other immovable structure shall be built within a public utility easement.
- (B) Walls, brick or stone fences (with or without metal portions), monument or pole signs, and other difficult to move structures may only be built within public easements if permitted by the Zoning and Development Administrator after written approval by all utilities that could access the easement.

The written documentation shall be filed of record in the Washington County Circuit Clerk's office. Any related damage or relocation of utilities or the structure in the easement shall be at the owner/developer's expense.

- (C) Readily movable fences (field fence, barbed wire, chain link, woodboard privacy, etc.) may encroach upon non-drainage public easements, but the owner is responsible at their own expense to promptly remove any portion of the fence blocking the easement if a utility company or the City needs access. A utility company or the City may remove such fence itself to avoid delaying necessary installation, maintenance or repair work without liability to the property owner who may reinstall the fence at his own expense once the installation, repair or maintenance work is finished.
- (D) No fences may be installed in any drainage easement if such installation could impede the drainage through the easement.

PASSED and **APPROVED** this day of , 2009.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



PC Meeting of March 9, 2009

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: ~~March 3, 2009~~ *Updated March 11, 2009*

ADM 09-3219: (UDC AMENDMENT CH. 166.12, DEVELOPMENT): The request is to modify the Fayetteville Unified Development code Section 166.12 to permit yard accessories over public easements if written permission is provided by utility companies.

Planner: Andrew Garner

BACKGROUND

City of Fayetteville Unified Development Code chapter 166.12 prohibits the installation of any structures over easements. This ordinance is intended to prevent permanent structures from impeding the installation or maintenance of utilities and to allow utilities to continue and expand their specific utility services in the easement.

However, there are numerous instances where signs, trash enclosures, and other small yard accessories have been placed over public utility easements, with or without permission of the City and or utility providers. In certain cases, small yard accessories can be installed in easements and not restrict or impede the use of the easement for utility provision. In past instances where owners have proposed to install a small yard accessory in a utility easement, but do not want to vacate the easement, staff has required the property owner to obtain written permission from all affected utility companies to ensure their rights of access/maintenance and use of the easement are not impeded. However, the lack of a clear direction in the code to allow such accessories leads to a wide interpretation of what should and should not be permitted.

Planning staff proposes amending UDC Chapter 166.12 to permit customary yard accessories within a public easement if the applicant can provide written permission to the City by all affected utility companies. This would allow applicants more flexibility in the development of their property, while maintaining the integrity of the easement. The proposed modifications to the code would provide utility companies assurance that any damage or relocation of utilities, or damage/removal of the yard accessory by utility companies would be at the owner/developer's expense. This policy is not intended to be directly applicable to encroachments within public rights-of-way or Master Street Plan setbacks.

The proposed ordinance modification was discussed by the utility companies and City staff at the February 11, 2009 Technical Plat Review meeting. The utility companies discussed that they were comfortable with the proposed ordinance changes with the understanding that principal structures such as a residence or building would not be allowed in easements, that written permission would be required by all utility companies prior to construction in an easement, and that any relocation or damage of utilities or the applicant's accessory structure would be at the owner/developer's expense. This item was also briefly discussed at the March 3, 2009 Board of Adjustment meeting. The Board of Adjustment did not voice any objections to the proposed amendment, but did recommend that the written permission form signed by utility companies get filed of record so that the deed for the property will show that the structure is allowed over the easement.

RECOMMENDATION

Planning Staff recommends approval of ADM 09-3219 to amend Chapter 166.12 of the UDC to permit customary yard accessories within utility easements if written approval by utility companies is provided.

Planning Commission Action: ☒ Forwarded to C.C. ☐ Denied ☐ Tabled

Motion: Cabe

Second: Winston

Vote: 9-0-0

Meeting Date: March 9, 2008

Comments: _____

Fayetteville Code of Ordinances

Commission, the Planning Commission may require the subdivider to reserve sites for public use that are indicated within the boundaries of the proposed subdivision which are indicated on an officially adopted plan, to permit the public board, commission, or body having jurisdiction, or financial responsibility, the opportunity to acquire said sites.

- (2) The subdivider at his option may provide such areas or may be required to make them available for acquisition by the city under statutory procedure. All such areas shall be maintained at the expense of the city or other body which may be involved.

- (C) *Future acquisition.* The Planning Commission may require the subdivider to establish building lines to allow for future acquisition of right-of-way for arterial streets.

(Code 1965, App. A, Art. 8(10.1); Ord. No. 1747, 6-29-70; Ord. No. 3073, 3-19-86; Code 1991, §160.119; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4919; 9-05-06)

166.12 Structures Not Allowed Over Public Easements

No portion of any structure shall be built over any public utility easement. However, customary yard accessories including but not limited to walls, fences, posts, poles, ornaments, fabric canopies, ground level decks, furniture, rain barrels, and other similar items may be permitted within an easement if written approval is provided by appropriate utility service providers and the Planning Division. The written documentation shall be filed of record at the Washington County Circuit Clerk's office. Any related damage or relocation of utilities and/or the customary yard accessory within the easement shall be at the owner/developer's expense.

166.13 Underground Utility Wires

- (A) In the new residential developments requiring Planning Commission approval and new commercial developments all utility wires, lines, and/or cable in said developments utilized by electric and/or telecommunications companies shall be placed underground.
- (B) *Waiver.* In case of hardships, (including but not limited to financial, geological, environmental, or regulatory) unique to the subject property, the Planning Commission may grant a waiver, on a permanent or temporary basis, to allow the erection, construction, installation, maintenance, use or operation of poles and overhead wires and associated overhead structures.

- (C) *Exemptions.* The following shall be exempt from the requirements of this section:

- (1) Overhead wires, supporting structures, and associated structures of a temporary nature which provide temporary service. A permit obtained from the Zoning and Development Administrator for said temporary service, addressing the nature and duration of said service, shall be required.

- (2) Existing lines of 12Kv and above.

- (3) A single power pole near the exterior boundary of a development shall be allowed to provide connections for underground service.

- (D) Nothing herein shall be construed to usurp the authority of the Arkansas Public Services Commission and in all instances of conflict, the rules and regulations of said Arkansas Public Service Commission shall prevail.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4169, §1, 6-16-99)

166.14 Commercial Design And Development Standards

- (A) *Purposes.*

- (1) To protect and enhance Fayetteville's appearance, identity, and natural and economic vitality.
- (2) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, and drainage.
- (3) To protect and preserve the scenic resources distributed throughout the city which have contributed greatly to its economic development, by attracting tourists, permanent part-time residents, new industries, and cultural facilities.
- (4) To preserve the quality of life and integrate the different zones and uses in a compatible manner.
- (5) To address the issues of traffic, safety, and crime prevention.
- (6) To preserve property values of surrounding property.
- (7) To provide good civic design and arrangement.

TITLE XV UNIFIED DEVELOPMENT CODE

CHAPTER 151: DEFINITIONS

Setback. (Zoning) A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure 30 inches above the general ground level of the graded lot upward, provided, however, that fences, walls, poles, posts and other customary yard accessories, ornaments, and furniture yard accessories may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility.

Structure or building. (Zoning) Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Among other things, structures include buildings, manufactured homes, walls, fences, billboards and poster panels carports, sheds, etc.

Yard accessories. An ancillary structure set firmly in or below the ground surface and usually not attached to a principal or accessory structure. Yard accessories include walls, fences, posts, poles, ornaments, fabric canopies, ground level decks, furniture, rain barrels, and other similar items that are assumed to be readily removed.

EXAMPLE UTILITY PERMISSION FORM

December 3, 2008

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

To Whom It May Concern:

The Washington County Farm Bureau Insurance company has constructed a new office building at the northwest corner of Wedington Drive/Meadowland Drive. We have applied for a sign permit from the City of Fayetteville for a new monument sign ten (10) feet off of the Wedington Drive right-of-way. There is a utility easement and utilities in this vicinity of the site. Because the sign is proposed to be located within a utility easement, the City requires written sign off from all utility providers prior to issuance of a sign permit.

We request that you sign the signature block below indicating no objection to the sign installation, with the understanding that any damage or relocation to existing utilities or the sign, will be at the owner/developer's expense.

Sincerely,

Vince Massanelli

Farm Bureau Insurance
Agency Manager

Attachments: (1) site plan indicating sign and utility location; and (2) picture of the proposed sign

The sign is approved as indicated in this letter and attachments:

Electric Service: Ozark Electric

Signature: _____

Gas Service: Arkansas Western Gas

Signature: _____

Water Service: City of Fayetteville

Signature: _____

Sewer Service: City of Fayetteville

Signature: _____

Telephone Service: AT&T

Signature: _____

Cable Service: Cox Communication

Signature: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

B. 3
ADM 09-3219 Amend Chapter 166
Page 11 of 14



LEGAL DEPARTMENT

TO: Jeremy Pate, Director of Current Planning

FROM: Kit Williams, City Attorney

DATE: March 10, 2009

RE: Amendment to §166.12

I think your proposed amendment to **§166.12 Structures Not Allowed Over Public Easements**, needs some work to make it more clear and to prevent unnecessary regulation. "Structure" is defined in the UDC as "anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground." (Chapter 151, UDC) Of all the things you proposed to have listed in §166.12 for which property owners would have to apply for a permit after approval of all utilities (including the City), only "walls" and "fences" are mentioned in the definition as a "structure."

"Furniture" is defined in Merriam-Webster's Collegiate Dictionary, 10th Edition as "movable articles used in readying an area (as a room or patio) for occupancy or use." (emphasis added) Thus, under your new §166.12, a homeowner would have to fill out an application (pay a fee?), obtain written approval of all utility service providers, and file the document in the Circuit Clerk's Office if they wanted to place an easily movable lawn chair or table within a public easement. I guess a new permit would be needed for each new chair or table or if the land owner wanted to move his lawn furniture within the easement.

I thought the City wanted to encourage citizens to use rain barrels. The ones I have seen are pretty mobile (especially if drained). This ordinance change would place a bureaucratic process in the way for any homeowner seeking to follow our advice to get a rain barrel if that barrel might encroach upon an easement.

In normal property law, a landowner is allowed to use his property within the easement conveyed to another party as long as such use does not damage or impede the easement owner's use of the easement. Thus, easements (except ingress and egress) always allow fences across them even though the easement owner may order the portion of the fence in the easement removed if it is necessary to work on the buried pipe or overhead line permitted by the easement.

When the City purchased or condemned easements for the new sewer pipelines in the Fayetteville Waste Water Improvement Project, we sometimes crossed fenced pastures. We

rebuilt those fences across our easements when construction was completed. If we had not allowed the fences to be reconstructed, we would have drastically devalued the whole pasture. (And we would have had to pay fair compensation for this taking.)

Let me suggest possible wording for a revised §166.12.

“§166.12 Structures Not Allowed Within Public Easements

“(a) No portion of any building including any elevated deck, in-ground pools or other immovable structure shall be built over a public utility easement.

“(b) Walls, brick or stone fences (with or without metal portions), above ground swimming pools, monument or pole signs, ‘portable’ storage buildings, ground level decks, and other difficult to move structures may only be built within a public easement if permitted by the Director of Current Planning after written approval by all utilities that could access the easement. The written documentation shall be filed of record in the Washington County Circuit Clerk’s Office.

“(c) Readily movable fences (field fence, barbed wire, chain link, etc.) may encroach upon non-drainage public easements, but the owner is responsible at the owner’s expense to promptly remove any portion of the fence blocking the easement if a utility company or the City needs access. A utility company or the City may remove such fence itself to avoid delaying necessary installation, maintenance or repair work without liability to the property owner who may reinstall the fence at his own expense once the installation, repair or maintenance work is finished.”

“(d) No fences may be installed in any drainage easement if such installation could impede the drainage through the easement.

As you see, I do not think any references to furniture, ornaments, fabric canopies or rain barrels should be made, nor should any permit be required for such items.

ORDINANCE NO.

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE SUBSECTION 166.12: STRUCTURES NOT ALLOWED OVER PUBLIC EASEMENTS, TO CLARIFY WHAT TYPES OF STRUCTURES ARE PERMITTED IN EASEMENTS, AND TO ESTABLISH CONSISTENT GUIDELINES FOR THE INSTALLATION OF STRUCTURES IN EASEMENTS.

WHEREAS, landowners are allowed to use their property within an easement as long as such use does not damage or impede the easement owner's use of the easement; and

WHEREAS, certain structures do not damage or impede the use of an easement and should be permitted within said easement; and

WHEREAS, additional regulations are necessary to clarify what types of structures are permitted in easements, and to establish consistent guidelines for permitting structures within easements;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, hereby repeals and replaces **§166.12 Structures Not Allowed Over Public Easements**, with the following language:

"§166.12 Structures Not Allowed Over Public Easements"

- (A) No portion of any building, pool (in-ground or above ground) or other immovable structure shall be built within a public utility easement.
- (B) Walls, brick or stone fences (with or without metal portions), monument or pole signs, and other difficult to move structures may only be built within public easements if permitted by the Zoning and Development Administrator after receiving written approval by all utility providers that could access

the easement. The written documentation shall be filed of record in the Washington County Circuit Clerk's office. Any related damage or relocation of utilities or the structure in the easement shall be at the owner/developer's expense.

- (C) Readily movable fences (field fence, barbed wire, chain link, woodboard privacy, etc.) may encroach upon non-drainage public easements, but the owner is responsible at their own expense to promptly remove any portion of the fence blocking the easement if a utility company or the City needs access. A utility company or the City may remove such fence itself to avoid delaying necessary installation, maintenance or repair work without liability to the property owner who may reinstall the fence at his own expense once the installation, repair or maintenance work is finished.
- (D) No fences may be installed in any drainage easement if such installation could impede the drainage through the easement.
- (E) No item may be installed within a public easement that could restrict the function, visibility, or access to a utility structure such as a manhole, meter, electrical, phone, or cable box, or other structure as may be built for utility function. No item shall be placed within three feet of a fire hydrant or in any way that may restrict visibility, access or use of the hydrant, which includes the clear space around the hydrant from which a pressurized hose may extend when in use.

PASSED and APPROVED this day of , 2009.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville Staff Review Form

C. 1
 Ozark Theatre Limited
 Partnership Condemnation
 Page 1 of 16

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

4/21/2009

City Council Meeting Date
 Agenda Items Only

Chris Brown

Engineering

Development Services

Submitted By

Division

Department

Action Required:

Approval of a Resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by the Ozark Theatre Limited Partnership, LLLP that are necessary for the College Avenue Improvements Project.

\$ 5,000.00

Cost of this request

\$ 19,343,175.00

Category / Project Budget

College Avenue (Rock to Maple)

Program Category / Project Name

4520.9520.5810.00

Account Number

\$ 4,852,531.57

Funds Used to Date

Easements

Program / Project Category Name

06035.1900

Project Number

\$ 14,490,643.43

Remaining Balance

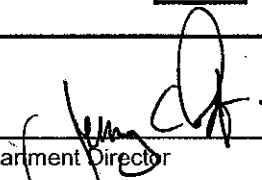
2006A Sales Tax Construction

Fund Name

Budgeted Item

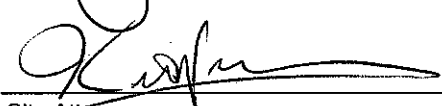
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Budget Adjustment Attached

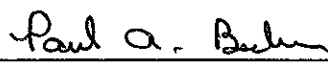
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 Department Director
04.03.09
Date

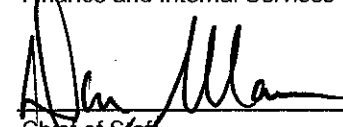
Previous Ordinance or Resolution #

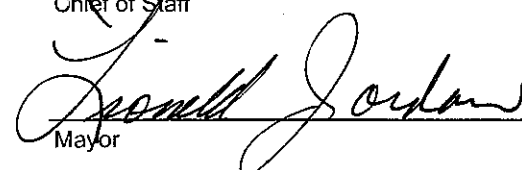
Original Contract Date:


 City Attorney
4-03-09
Date

Original Contract Number:


 Finance and Internal Services Director
4-3-2009
DateReceived in City
Clerk's Office


 Chief of Staff
4/4/09
DateReceived in
Mayor's Office


 Mayor
4/6/09
Date

Comments:

City Council Meeting of April 21, 2009

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Director, Development Services Department

From: Chris Brown, Interim City Engineer
CB

Date: April 3, 2009

Subject: Approval of a Resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by the Ozark Theatre Limited Partnership, LLLP that are necessary for the College Avenue Improvements Project.

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the City Attorney to seek possession by condemnation of a portion of the property owned by the Ozark Theatre Limited Partnership, LLLP adjacent to College Avenue.

BACKGROUND:

The College Avenue Improvements Project is one of the projects currently under construction from the Transportation Improvement Bond Program. The project includes sidewalk replacement, tree and landscaping installation, decorative lighting, and removal/reconfiguration of existing driveways to provide better access management and increase safety.

Sidewalk and temporary construction easements are required from many property owners on the College Avenue Improvements Project. City staff has acquired the necessary easements for all of the properties along College Avenue from Rock Street north to Lafayette with the exception of the property located at 70 N. College Avenue.

DISCUSSION:

Currently the Arkansas Highway and Transportation Division has approximately 55' of highway right-of-way in this location for College Avenue. This right-of-way line is located within 6' of a portion of the existing building on this property. The City of Fayetteville is requesting a permanent sidewalk easement along the front of this property that varies in width from 3.6' on one end to 4.3' on the other. A temporary construction easement is also being requested that extends to the front of the existing building.

The existing concrete sidewalk extends from the back of the curb up to the front of the building. The proposal includes removing the existing concrete and replacing it with a

new concrete and brick sidewalk with lighting and trees similar to the improvements on other sections of the project.

The owners of this property are represented primarily by Gary Mansfield. Mr. Mansfield has expressed concern regarding the proposed improvements and the impact to the parking spaces on the subject property.

Historically, there were three parking spaces in front of the building that were accessed directly off of College. These parking spaces were located partially within the existing right-of-way for College Avenue. With the location of the existing right-of-way, there is room for only one parking space parallel to College Avenue that would be fully outside of the right-of-way. With the additional easement being requested and the proposed sidewalk improvements, this parallel parking space would still be available.

City staff and administration have discussed this easement with Mr. Mansfield on many occasions over the past several months with no agreement. Two letters, dated 11/6/08 and 12/16/08, were sent by former Mayor Dan Coody to Mr. Mansfield. These letters provide details of a proposed settlement that was not accepted.

Mr. Mansfield is requesting a sum of \$25,000 for a permanent easement that is only 398 sf and a temporary easement that is 782 sf. At this time, Staff can not recommend this payment since it is many times more than the estimated value of the easements. An appraisal will be done on the property to determine the actual land value.

BUDGET IMPACT:

This payment for land acquisition will be made from the Transportation Bond Fund. The agenda item staff review form indicates \$5,000 as the cost of this request. It should be noted that this is an estimate based on an evaluation by a City Land Agent and that the final cost is subject to negotiations with the property owner or by court order.

Attachments: Land Acquisition Exhibits
Land Agents Memo
Parcel Exhibit
Site Pictures

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY
TO SEEK CONDEMNATION OF PROPERTY AT 70 NORTH
COLLEGE AVENUE OWNED BY OZARK THEATRE
LIMITED PARTNERSHIP**

WHEREAS, the City of Fayetteville needs to acquire a permanent sidewalk easement varying in width from 3.6 feet to 4.3 feet as well as a 10 foot temporary construction easement (less and except the building footprint) along College Avenue at 70 North College to complete a large portion of the College Avenue Improvement Project; and

WHEREAS, all necessary easements from Rock Street to Lafayette have been obtained except for 70 N. College Avenue.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to seek condemnation of the necessary easements along 70 N. College and do all things necessary to obtain legal possession and ownership from Ozark Theatre Limited Partnership of those construction and permanent easements.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



THE CITY OF FAYETTEVILLE, ARKANSAS

ENGINEERING DIVISION

August 5, 2008

Ozark Theatre LP, LLLP
932 N. Garland Avenue
Fayetteville, AR 72701-1719

RE: Project No. 06035-1930
College Avenue Improvements (Rock to Maple)
Tract No. 34
Informational Letter

Dear Sir or Madam:

As you may be aware, the City of Fayetteville is planning improvements to College Avenue, from Rock Street to Maple Street. The project consists of removing and replacing all of the curbs and sidewalks adjacent to College Avenue and adding trees, lighting, traffic light upgrades/replacement, access improvements, and a complete overlay. The total number of lanes will not change, but the road will be widened in many areas to provide a wider driving surface. The radius of some intersections will also increase allowing for easier turns. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Should you agree to these improvements to your property, the *Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. A copy of the *Easement* is included for your records. We can provide a copy of the recorded document upon your request.

Time is of the essence as construction has already begun, with project completion expected to be by the end of 2008. Your prompt execution and return of documents is greatly appreciated.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or I can be reached at (479) 575-8206.

Sincerely,

Ronald S. Petrie
City Engineer

RSP/jsg
Enclosures

EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT Ozark Theatre Limited Partnership, LLLP, an Arkansas limited liability limited partnership, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, maintain, repair and/or replace a sidewalk for public access and amenities, such as benches, planters, etc., together with all appurtenances thereto including lighting, on, over, across, and through the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-00034285, Deed Bk. 1177/Pg. 286)

Units 1, 2, 3, 7, 8, 9, & 10, Greer Plaza Condominium to the City of Fayetteville, Arkansas, as set forth in Master Deed to Greer Plaza Condominium Horizontal Property Regime, recorded in book 1177 at page 298, in the records of Washington County, Arkansas.

A tract of land consisting of 0.48 acres, more or less, lying within Section 15, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, more particularly described as: A part of the SW¼ of the NW¼ of Section 15, T-16-N, R-30-W described as beginning at a point which is North 168 feet from the SW Corner of said 40 acre tract; thence North 101 feet; thence East 155.5 feet; thence along the existing building wall South 45 feet; thence East 90.3 feet; thence along the existing building wall South 56 feet; thence West 245.8 feet to the point of beginning. Said tract subject to a 30 foot road easement on the West side.

PERMANENT EASEMENT DESCRIPTION:

A permanent easement for a sidewalk, as built, across a part of Greer Plaza Condominium, being of variable width lying parallel with and contiguous to the existing East College Avenue right-of-way line. This permanent sidewalk easement will encompass only that portion of the sidewalk that will be constructed outside of the existing College Avenue right-of-way and will begin at the Grantor's South property line and extend in a Northerly direction 1010 feet, more or less, to the Grantor's North property line. This permanent sidewalk easement contains 398 square feet.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT:

A temporary construction easement ten (10) feet in width running parallel with and contiguous to the East side of the above described permanent sidewalk easement. This temporary construction easement contains 1,010 square feet.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such sidewalks and appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2008.

Ozark Theatre Limited Partnership, LLLP

BY: _____

[Please print or type Name and Title]

ATTEST:

[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

}
ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to-wit: known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____, respectively, of **Ozark Theatre Limited Partnership, LLLP, an Arkansas limited liability limited partnership**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said partnership, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2008.

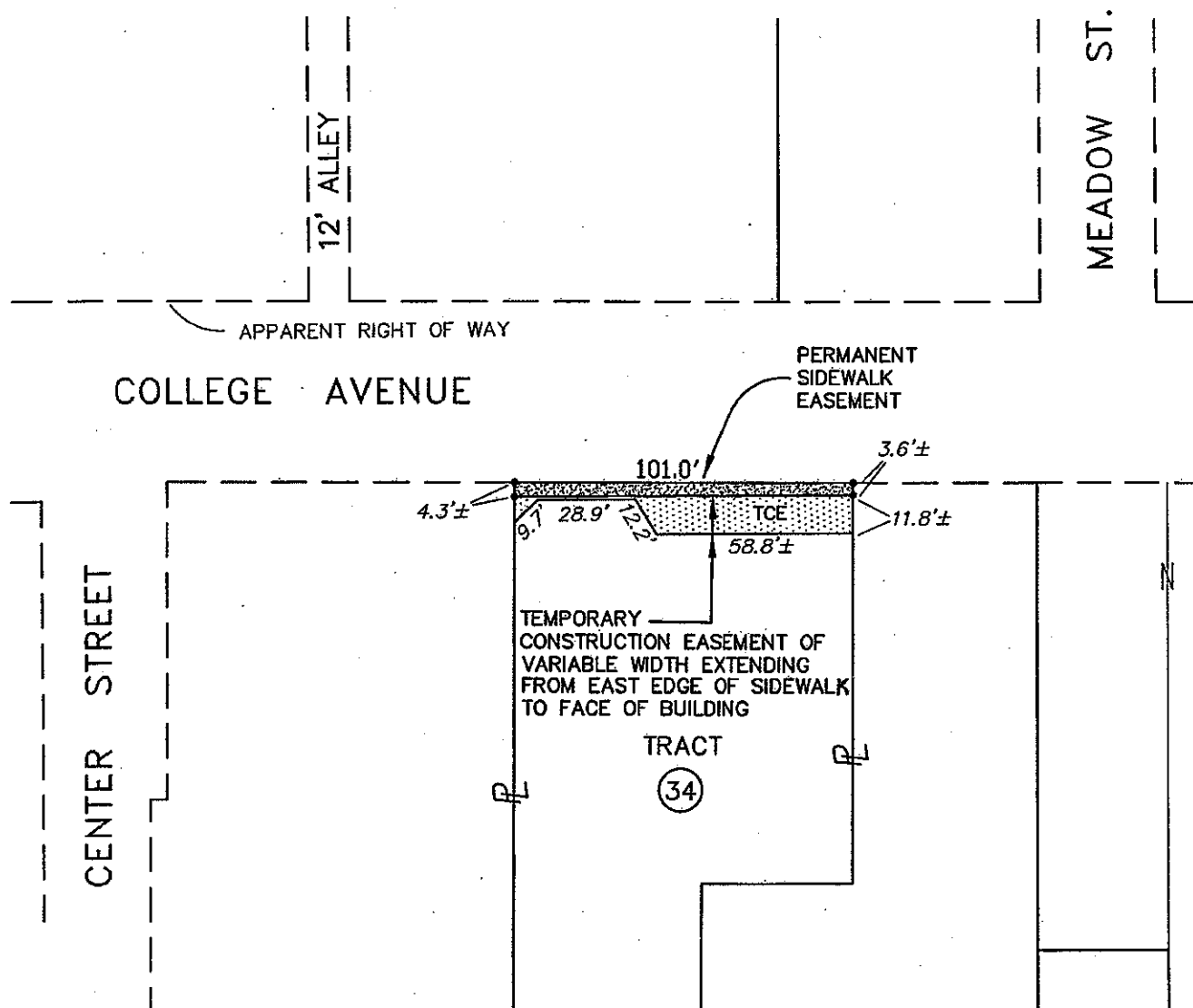
MY COMMISSION EXPIRES:

Notary Public

PSE - 398 SQ. FT. (0.01 AC.)
 TCE - 782 SQ. FT. (0.02 AC.)

SIDEWALK EASEMENT MAP
EXHIBIT "A"
(NOT A SURVEY)


SCALE: 1" = 50'



LEGEND

- — Corners of Permanent Sidewalk Easement
- 765-12710-001 — Tax Parcel Number
- 2005-34285 — Deed Record
-  Permanent Sidewalk Easement
-  Temporary Construction Easement
-  Existing Property Line
- TCE — Temporary Construction Easement

*City of
 Fayetteville*

Property Owner : Ozark Theatre Limited Partnership
 Drawn by : McClelland Consulting Engineers
 Date: April. 2009 Scale : 1" = 50'
 Project No. FY062191 Tract No. 34

Project Name :
 College Avenue Enhancement

No.	Revisions	Date



Three existing parking spaces.



Concrete has been removed along
the existing right-of-way.

DEPARTMENTAL CORRESPONDENCE

MEMORANDUM

TO: Ron Petrie, City Engineer

FROM: Jill Goddard, Land Agent 

DATE: February 26, 2009

SUBJECT: Ozark Theatre LP
College Avenue

The counter offer of \$25,000 by the owner of the Ozark Theatre LP property on College Avenue seems excessively high.

We are only asking for 398 square feet of permanent easement (approximately a 4 foot wide strip) and 1010 square feet of temporary construction easement (a 10 foot wide strip). Normally, we would offer 25% of fee simple for a PE and 10% of fee simple for the TCE.

The land value (only) amount as determined by Washington County Assessor's office for all the units within the PUD owned by Ozark Theatre adds up to \$112,500 for approximately 0.477 acre (\$235,850/ac or \$5.41/sq. ft. fee simple value). Using our 25% and 10% values, PE = \$540 and TCE = \$550, for a total of \$1090.

If the owner were to look at the Assessor's values for land AND improvements, the total (for all 8 units) would be \$1,108,700 (\$2,324,320/ac or \$53.36/sq. ft. fee simple value). Using our 25% and 10% values, PE = \$5,310 and TCE = \$5,390, for a total of \$10,700. But that's high considering we are not harming any improvements other than the 3 lost parking spaces.

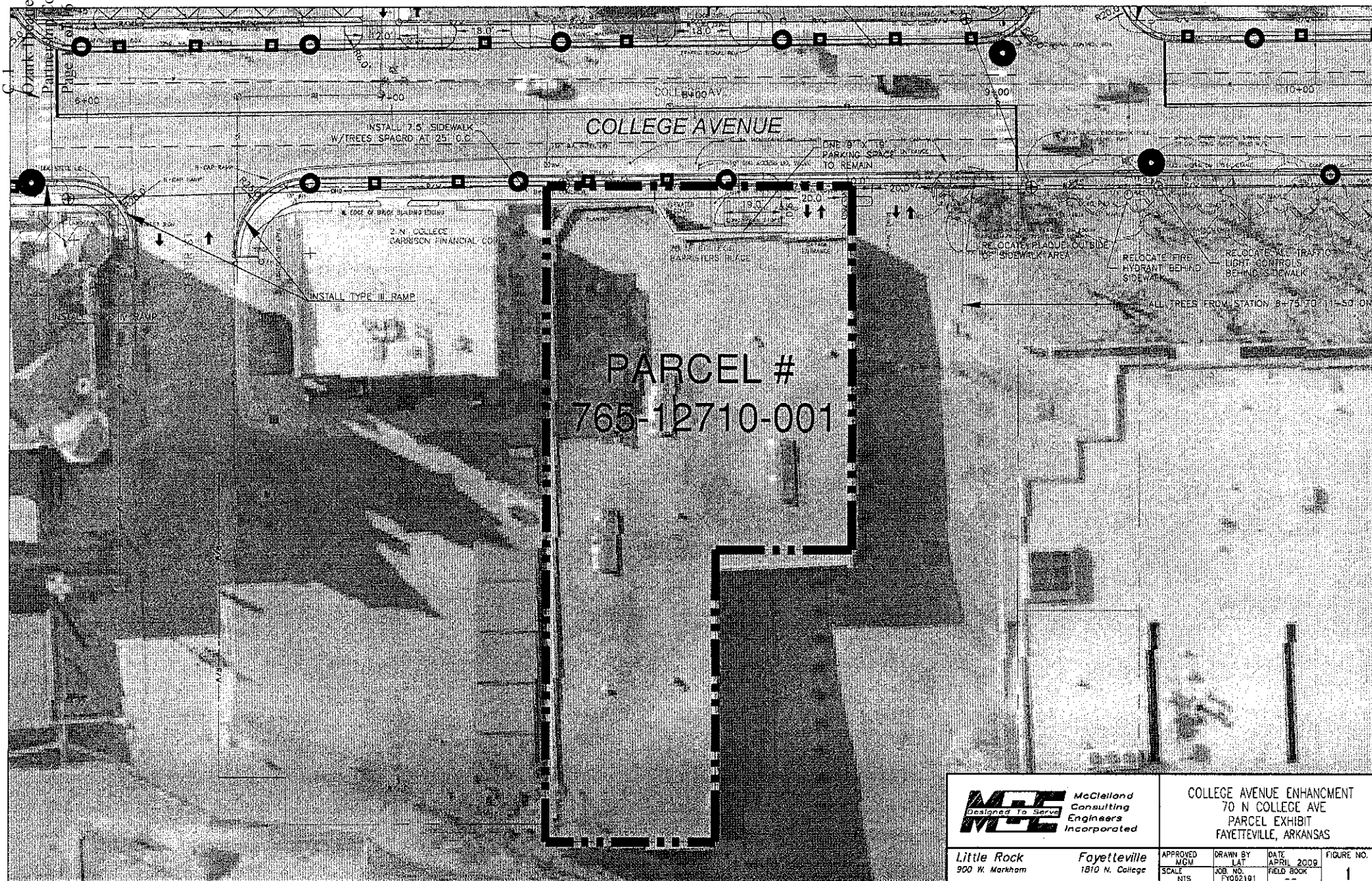
To come up with an amount of \$25,000 (using the 25% and 10% values), land value would have to be \$125/sq. ft. (PE = \$12,440 and TCE = \$12,625, for total of \$25,065 – round it all down just a little to be \$25,000 even). But \$125/sq. ft. is more than twice his assessed value for land AND improvements and I am not aware of any land values that high in the area.

The owner may be looking at full fee simple for PE. If so, at \$50/sq. ft full fee for PE and 10% for TCE, PE = \$19,900 and TCE = \$5,050, for a total of \$24,950. But that still seems really high for just an easement.

None of this takes into consideration the 3 three lost parking spaces. I don't have a value for them.

I think a generous offer would be more like:

PE:	398 sq. ft. x \$10/sq. ft. x 25%	=	\$ 995
TCE:	1010 sq. ft. x \$10/sq. ft. x 10%	=	1010
Damages:	\$1000 for each lost parking space	=	<u>3000</u>
TOTAL OFFER (rounded down)		=	\$5000



 McClelland Consulting Engineers Incorporated		COLLEGE AVENUE ENHANCEMENT 70 N. COLLEGE AVE PARCEL EXHIBIT FAYETTEVILLE, ARKANSAS			
Little Rock 900 W. Markham		Fayetteville 1810 N. College		APPROVED MGM	DRAWN BY LAT
SCALE NTS		DATE APRIL 2009		JOB NO. FY082191	FIGURE NO. 1



THE CITY OF FAYETTEVILLE, ARKANSAS

November 6, 2008

Gary Mansfield
Ozark Theatre LP, LLLP
932 N. Garland Avenue
Fayetteville, AR 72701-1719

RE: College Avenue Enhancement Project (Rock to Maple)
Tract No. 34

Dear Gary:

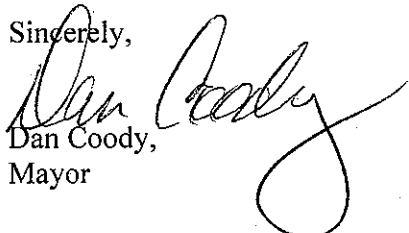
We at the City of Fayetteville appreciate your willingness to continue to work toward a solution that will help make this project reach its highest potential. Upon you signing the attached easement document, the City of Fayetteville agrees to the following:

- 1 The City of Fayetteville will prepare the survey & documentation necessary for the right-of-way vacation for N. Court Street and N. Brenda Drive located to the west of Razorback Road and to the north of W. Center Street. The City Staff will support this vacation to our fullest extent possible and have a favorable recommendation to the City Planning Commission and the City Council. The City Staff will begin this process immediately and will proceed as quickly as possible. Please note that current city ordinances will require some of the lots to be combined in order to eliminate the right-of-way.
- 2 If the vacation request is denied by the Fayetteville City Council, the City of Fayetteville agrees to pay full price of the acquired easements based on the appraised value of the property. The appraisal will be performed by a certified independent appraisal company that is mutually agreed upon by the City and Ozark Theatre, LP.

For your convenience, a copy of the easement document and exhibit are attached to this letter. If you are in agreement, please provide us a copy of the signed and notarized document or the City will be pleased to witness and notarize the execution of the documents.

Again, we appreciate you taking the time to meet us on several occasions in order to reach a settlement that will be acceptable to both parties. We look forward to hearing back from you soon.

Sincerely,


Dan Coody,
Mayor

Via Fax: (305) 692-1952

EASEMENT

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PROPERTY DESCRIPTION: (Deed Ref. 2005-00034285, Deed Bk. 1177/Pg. 286)

Units 1, 2, 3, 7, 8, 9, & 10, Greer Plaza Condominium to the City of Fayetteville, Arkansas, as set forth in Master Deed to Greer Plaza Condominium Horizontal Property Regime, recorded in book 1177 at page 298, in the records of Washington County, Arkansas.

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It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2008.

Ozark Theatre Limited Partnership, LLLP

BY: _____

[Please print or type Name and Title]

ATTEST:

[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

}
}
}

ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to-wit: _____ known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____, respectively, of **Ozark Theatre Limited Partnership, LLLP, an Arkansas limited liability limited partnership**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said partnership, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2008.

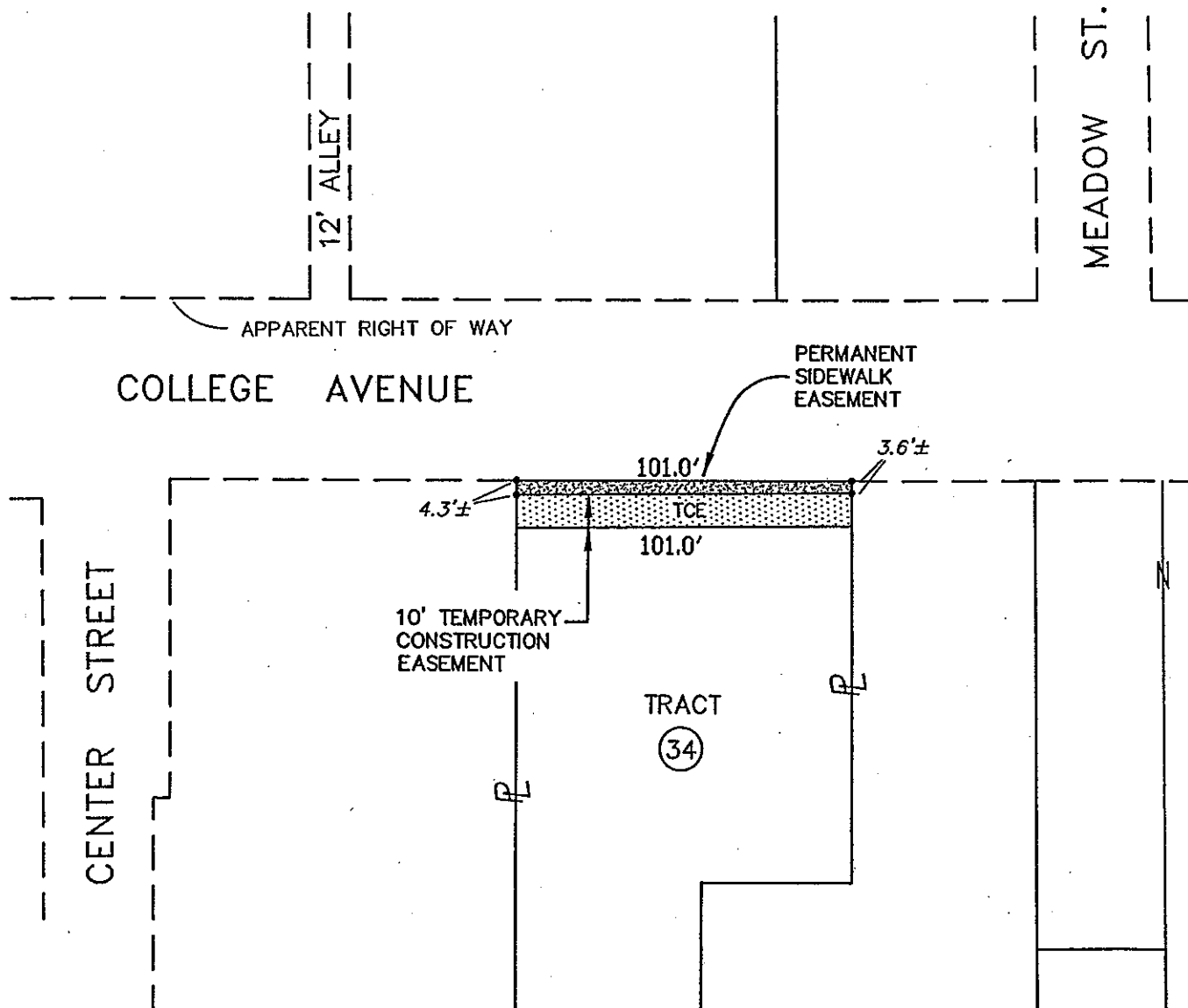
MY COMMISSION EXPIRES:

Notary Public

PSE - 398 SQ. FT. (0.01 AC.)
TCE - 1010 SQ. FT. (0.02 AC.)

SIDEWALK EASEMENT MAP EXHIBIT "A" (NOT A SURVEY)

C-1
Ozark Theatre Limited
Partnership Condemnation
Page 15 of 16
SCALE: 1" = 50'



LEGEND

- — Corners of Permanent Sidewalk Easement
- 765-12710-001 — Tax Parcel Number
- (?) — Deed Record
- Permanent Sidewalk Easement
- Temporary Construction Easement
- Existing Property Line
- TCE — Temporary Construction Easement

City of
Fayetteville

Property Owner : Ozark Theatre LP, LLLP

Drawn by : McClelland Consulting Engineers

Date: Aug. 2008

Project No. FY062191

Scale : 1" = 50'

Tract No. 34

Project Name :
College Avenue Enhancement

No.	Revisions	Date



THE CITY OF FAYETTEVILLE, ARKANSAS

December 16, 2008

Gary Mansfield
Ozark Theatre LP, LLLP
932 N. Garland Avenue
Fayetteville, AR 72701-1719

RE: College Avenue Enhancement Project (Rock to Maple)
Tract No. 34

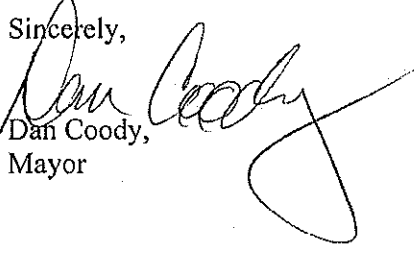
Dear Gary:

We at the City of Fayetteville appreciate your willingness to continue to work toward a solution that will help make this project reach its highest potential. Upon you signing the attached easement document, the City of Fayetteville agrees to the following:

- 1 The City of Fayetteville will prepare the survey & documentation necessary for the right-of-way vacation for N. Court Street and N. Brenda Drive located to the west of Razorback Road and to the north of W. Center Street. The City Staff will support this vacation to our fullest extent possible and have a favorable recommendation to the City Planning Commission and the City Council. The City Staff will begin this process immediately **upon your written request** and will proceed as quickly as possible. Please note that current city ordinances will require some of the lots to be combined in order to eliminate the right-of-way.
- 2 If the vacation request is denied by the Fayetteville City Council, the City of Fayetteville agrees to pay full price of the acquired easements based on the appraised value of the property. The appraisal will be performed by a certified independent appraisal company that is mutually agreed upon by the City and Ozark Theatre, LP. **The appraisal will take into account the highest best value of the property that will be encumbered with the easements.**
- 3 **The Property Owner has up to twenty four (24) months to make a decision on the preferred option.**

Again, we appreciate you taking the time to meet us on several occasions in order to reach a settlement that will be acceptable to both parties. We look forward to hearing back from you soon.

Sincerely,


Dan Coody,
Mayor

Via Fax: (305) 692-1952

AGENDA REQUEST

FOR: COUNCIL MEETING OF APRIL 21, 2009

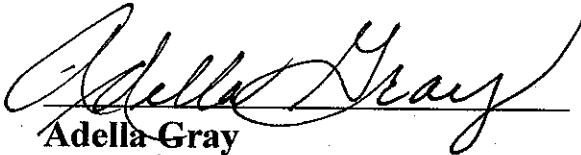
FROM:

ALDERMAN ADELLA GRAY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

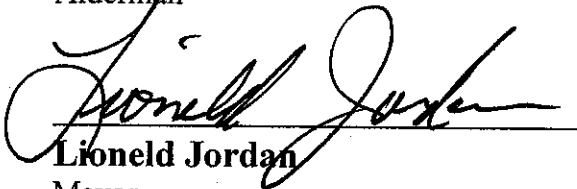
A Resolution Declaring April To Be "Child Abuse Prevention Month" In The City Of Fayetteville

APPROVED FOR AGENDA:



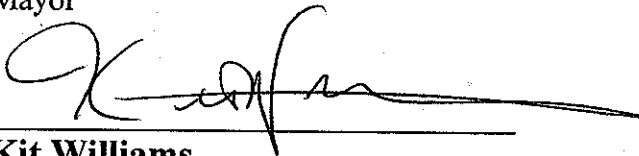
Adella Gray
Alderman

4/7/09
Date



Lioneld Jordan
Mayor

4/7/09
Date



Kit Williams
City Attorney (as to form)

4-7-09
Date

RESOLUTION NO. _____

**A RESOLUTION DECLARING APRIL TO BE "CHILD ABUSE
PREVENTION MONTH" IN THE CITY OF FAYETTEVILLE**

WHEREAS, child abuse and neglect is a problem that crosses all ethnic, social and economic lines, and its prevention depends on involvement among people throughout the community; and

WHEREAS, most instances of child abuse are not caused by inherently violent or evil people, but by parents who are unable to cope with their tempers in a time of crisis; and

WHEREAS, child abuse and neglect not only harm children directly, but also increases the likelihood of long term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby declares April 2009 as "Child Abuse Prevention Month in order to bring awareness of this community problem to the City of Fayetteville.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville Staff Review Form

D. 2
 Arkansas Western Gas Company
 Page 1 of 16

City Council Agenda Items
 and
 Contracts, Leases or Agreements

4/21/2009

City Council Meeting Date
 Agenda Items Only

Ray M Boudreaux

Submitted By

Aviation

Division

Transportation Services

Department

Action Required:

Action Required: Approve a Local Government Endorsement of **Arkansas Western Gas Company**, to participate in the State Tax Back incentive program.

_____	\$ _____	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____	_____
Account Number	Funds Used to Date	Program / Project Category Name
_____	\$ _____	_____
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Ray M Boudreaux
 Department Director

4-2-09
 Date

Previous Ordinance or Resolution # _____

K. M. ...
 City Attorney

4-3-09
 Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. ...
 Finance and Internal Services Director

4-3-2009
 Date

Received in City
 Clerk's Office



4/1/09

Ken ...
 Chief of Staff

4/4/09
 Date

Received in
 Mayor's Office



Mayor

4/6/09
 Date

Comments:

City Council Meeting of: April 21, 2009
Agenda Item Number:



AVIATION & ECONOMIC DEVELOPMENT
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

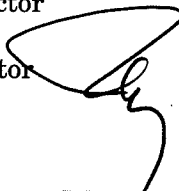
CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan

THRU: Chief of Staff

THRU: Staff/Contract Review Committee

THRU: Terry Gulley, Transportation Director

FROM: Ray M. Boudreaux, Aviation Director 

DATE: March 20, 2009

SUBJECT: Approve participation of Arkansas Western Gas Company in the Arkansas Tax Back Program

RECOMMENDATION: Approve Resolution for Arkansas Western Gas to participate in the Arkansas Tax Back program.

BACKGROUND: Arkansas Western Gas is relocating a major call center to the former P & G building on Milsap. As a result of the relocation, 80 new jobs will be created. More than 400 people total will work at the call center. AWG will invest more than \$2,000,000.00 in new equipment for the facility. The Arkansas Tax Back program will refund sales tax expenses to the company on all purchases to equip the facility. A Resolution from the municipality is required for the company to participate.

Attachments: Staff Review
Draft Resolution

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

D. 2
Arkansas Western Gas Company
Page 3 of 6



LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor
City Council
Don Marr, Chief of Staff
Paul Becker, Finance Director

FROM: **Kit Williams**, City Attorney

A handwritten signature in dark ink, appearing to read 'Kit Williams', with a long horizontal flourish extending to the right.

DATE: **April 3, 2009**

RE: **Sales Tax Refund to Arkansas Western Gas Company for an enlarged call center to be located at 655 East Millsap**

Arkansas Western Gas Company is applying to use the state and local sales and use tax refunding program authorized for eligible businesses in A.C.A. §15-4-2706 to encourage economic development. According to Ray Boudreaux's memo of April 1st, Arkansas Western Gas Company is planning to relocate a major call center to the old Procter & Gamble building at 655 E. Millsap. Eighty new jobs are supposed to be created there. The building will house 400 workers and Arkansas Western Gas Company plans to invest \$2 million in new equipment for the facility.

Arkansas Western Gas Company would like to take advantage of the state and local sales tax refund program to receive back all state sales tax and also local sales tax (maybe) on this full \$2 million. If the City council agrees to this for economic development purposes, the refund of the one penny general operating sales tax on \$2 million would be \$20,000.00.

I doubt if the City of Fayetteville could authorize diversion for refund purposes of the one penny sales tax that is pledged to pay off the bonds for the sewer improvement project, streets, and trails. I do not know if Washington County has also been asked to agree to authorize the refund of its local sales tax for this \$2 million equipment purchase. If so, the City of Fayetteville would lose several thousand dollars additionally from its share of the County's one cent operating penny.

The state law used to provide that our required Resolution had to state “**whether** the municipality or county authorizes the refund of all or a part of any (local) sales tax” The Legislature changed that statutory provision to **require** that the city or county must **authorize** the refund of local sales tax. Thus, the city or county must now also agree to give back its own sales tax if the state refunds its sales tax.

I will check with Gordon Wilborn of Kutak Rock for the final decision about our bond indenture on our one cent sales tax supporting our sewer, streets and trails bonds. I have drafted the proposed Resolution to authorize refunding the operating penny sales tax (\$20,000.00), but not the bond penny.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF ARKANSAS WESTERN GAS COMPANY IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE DF&A TO REFUND CITY SALES TAX BACK TO ARKANSAS WESTERN GAS COMPANY

WHEREAS, Arkansas Western Gas Company is planning to relocate a major call center to the former Proctor & Gamble building on Millsap which will create 80 new jobs; and

WHEREAS, in order to certify Arkansas Western Gas Company to participate in the sales and use tax refund program, either Washington County or the City of Fayetteville, or both, must "(s)pecify that the Department of Finance and Administration is authorized to refund local sales taxes to the qualified business." {A.C.A. §15-4-2706 (d)(B)(ii)}; and

WHEREAS, the City of Fayetteville or Washington County must also endorse Arkansas Western Gas Company's participation in this state and local sales and use tax refund program; and

WHEREAS, bond indentures prevent diversion of sales tax proceeds from the city's bonded penny sales and use tax.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby endorses Arkansas Western Gas Company's participation in the sales and use tax refund program authorized by A.C.A. §15-4-2706 (d) in relation to its equipping of a new call center located at Millsap in Fayetteville, Arkansas.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby specifies that the Department of Finance and Administration is authorized to refund the non-bonded penny city sales tax to Arkansas Western Gas Company for qualified equipment purchased for its expanded call center at 655 East Millsap in Fayetteville, Arkansas.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

sales and use tax rate in effect at the time the financial incentive agreement was signed by the commission.

(5) If a business plans to apply for benefits under this subsection and also plans to apply for benefits under § 15-4-2705, the financial incentive agreement under § 15-4-2705 must be signed within twenty-four (24) months after signing the financial incentive agreement under this subsection.

(6) A qualified business that enters into a lease for a building or equipment for a period in excess of five (5) years may count the lease payments for five (5) years as a qualifying expenditure for the investment threshold required for this investment incentive.

(d)(1)(A) An application for a state and local sales and use tax refund for a new and expanding eligible business shall be filed with the commission contingent upon the approval of an endorsement resolution from the governing authority of a municipality or county, or both, in whose jurisdiction the business will be located.

(B) The resolution shall:

(i) Endorse the applicant's participation in this sales and use tax refund program; and

(ii)(a) Specify that the Department of Finance and Administration is authorized to refund local sales taxes to the qualified business.

(b) A municipality or county, or both, may authorize the refund of any sales or use tax levied by the municipality or county but may not authorize the refund of any sales or use tax not levied by the municipality or county in which the qualified business is located.

(C) Any eligible business that applies for a sales and use tax refund under this subsection shall invest in excess of one hundred thousand dollars (\$100,000) in order to qualify for the sales and use tax refund.

(2)(A)(i) A sales and use tax refund of state and local sales and use taxes, excepting the sales and use taxes dedicated to the Educational Adequacy Fund created in § 19-5-1227 and the Conservation Tax Fund as authorized by § 19-6-484, on the purchases of the material used in the construction of a building or buildings or any addition, modernization, or improvement thereon for housing any new or expanding qualified business and machinery and equipment to be located in or in connection with such a building shall be authorized by the Director of the Department of Finance and Administration.

(ii) The local sales and use tax may be refunded only from the municipality or county, or both, in which the qualified business is located.

(B) A refund shall not be authorized for:

(i) Routine operating expenditures; or

(ii) The purchase of replacements of items previously purchased as part of a project under this subsection unless the items previously purchased are necessary for the implementation or completion of the project.

(3) Subject to the approval of the commission, a program participant may make changes in a project by written amendment to the project plan filed with the commission.

(4) All claims for sales and use tax refunds under this subsection shall be denied unless they are filed with the Revenue Division of the Department of Finance and Administration within three (3) years from the date of the qualified purchase or purchases.

(5)(A) In order to be eligible for the benefits under this subsection, a business shall sign a job creation financial incentive agreement under § 15-4-2705, § 15-4-2707, or subsection (b) of this section and comply with the eligibility requirements of the incentive agreements.

(B) The financial incentive agreement under § 15-4-2705, § 15-4-2707, or subsection (b) of this section shall be signed within twenty-four (24) months after signing the financial incentive agreement under this subsection.

(e)(1) A new targeted business shall be eligible for a refund of state and local sales and use taxes for qualified expenditures identified in the project plan if:

(A) The annual payroll of the business for Arkansas taxpayers is greater than one hundred thousand dollars (\$100,000); and

(B) The business thousand dollars (\$41

(2)(A) An application program for a new tar approval of an endorse county, or both, in who

(B) The resolution

(i) Endorse the and

(ii)(a) Specify th refund local sales :

(b) A municip levied by the m use tax not levi located.

(3) After the Direct mined that the projec accompanied by the fir shall be forwarded to

(4)(A)(i) A sales and sales and use taxes ded 1002(d)(1)(A)(ii)(a) and purchases of the materi modernization, or imp business and machiner building shall be author tion.

(ii) The local sa county, or both, in

(B) A refund shall

(i) Routine oper:

(ii) The purchas necessary for the in

(5) Subject to the ap in a project by written Development Commissi

(6) All claims for sale they are filed with the within three (3) years at

(7) If a targeted busi to apply for benefits ur 2709 must be signed agreement under this agreements.

Acts of 2003, Act 182, § 1
Acts of 2007, Act 1596, § 2

Arkansas Code Revision Co
Technical changes were m to conform with the official A as approved by the Arkansas mission.
2007
Acts of 2007, Act 1596, § 6

Tax Back

Resolution



RESOLUTION No. _____

RESOLUTION OF THE CITY OF FAYETTEVILLE CERTIFYING ARKANSAS WESTERN GAS COMPANY, TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use taxes as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Department of Economic Development; and

WHEREAS, ARKANSAS WESTERN GAS COMPANY located at 655 EAST MILSAP, Fayetteville, Arkansas has sought to participate in the program and more specifically has requested benefits accruing from THE PURCHASE OF EQUIPMENT

WHEREAS, ARKANSAS WESTERN GAS COMPANY has agreed to furnish the local government all necessary information for compliance.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF FAYETTEVILLE, ARKANSAS, THAT:

1. ARKANSAS WESTERN GAS COMPANY be endorsed by the State of Arkansas for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
2. **The Department of Finance and Administration is authorized to refund local sales and use taxes to ARKANSAS WESTERN GAS COMPANY.**
3. This resolution shall take effect immediately.

Lioneld Jordan, Mayor

Date Passed: _____

Attest: _____
City Clerk

Tax Back Application



OFFICE USE ONLY

Project Number: _____
Project Manager: _____
Date Received: _____
Qualifying Job Creation Program:
☐ Create Rebate ☐ Advantage AR
Project Number: _____

Applicant

Arkansas Western Gas Company

Local Operating Name of Firm
P O Box 13288

Fayetteville, AR 72703-1002

Mailing Address
655 E Millsap

City/State/Zip
Fayetteville, AR 72703 Washington

Physical Location
Glenn Morgan, Director, Special Projects

City/State/Zip
479-582-8225 479-582-8277

Name and Title of Company Contact

Phone Fax

Complete Company Name, if company is filing for tax credit under a different name

Taxpayer Consultant (Optional)

Name of Consultant filing this application Phone Fax

Company Name of Consultant

Mailing Address City/State/Zip

Project Cost Estimate

Project Cost Estimate

Land \$
Building (a) New construction \$
(b) Existing building \$
Equipment \$2,211,724
Other (Describe in the project plan.) \$

TOTAL \$2,211,724

NOTE: This application MUST include a project plan that details, in full, the proposed facility, equipment, land and "other" expenditures pertaining to this project. Please use the attached template.

Employment

Present employment: 342 Number of new employees resulting from this project: 80

Average annual payroll of new, full-time, permanent employees: \$2,365,452

NOTE: To qualify for the sales and use tax refund, the business MUST commit to additional job creation under the Advantage Arkansas Program; or, if offered by the director of the Arkansas Department of Economic Development, the Create Rebate Program or the ArkPlus Program. The requisite payroll for new permanent employees must be reached within 24-months. The 24-month time period starts with the signing of this financial incentive agreement by the Department of Economic Development.

SIC/NAICS Classification	<u>561421</u>
Customer Care Call Center Description of principal business activity, products manufactured, etc.	
NOTE: Information contained in this application is subject to audit by the Arkansas Department of Finance and Administration. If the SIC/NAICS classification is found to be inaccurate and does not qualify, the business will be decertified and shall not receive any benefits under the program.	
I.D. Numbers	Employer's Federal I.D. Number <u>71-0521274</u>
	Arkansas Sales or Consumer Use Tax Number <u>0045841-78-001</u>
What percentage of your gross sales are retail sales to the public? <u>0</u> %	
If you are a computer-related company, a distribution center or a motion picture company, what percentage of sales is out of state? _____ %	

CERTIFICATION

BEFORE ME, the undersigned authority, Charles V. Stevens
Company Official

personally came and appeared and being duly sworn did depose and say that he/she is

Vice-President – AWG Operations of Arkansas Western Gas Company
Title Company

This affidavit is made for the specific purpose of verifying that the information contained in these two pages is true and correct. The company does hereby agree to report new job creation and investment figures annually to the Arkansas Department of Economic Development for the term of the incentive agreement.

Charles V. Stevens Vice-President – AWG Operations 3/26/09
Signature of Company Official Title Date

Sworn to and subscribed before me this 26 day of March, 2009.

Mary Elaine Smith
MARY ELAINE SMITH
Notary Public Arkansas
Notary Madison County
MY COMMISSION EXPIRES: 01-01-15

My Commission expires January 1, 2015.

I ☒ do ☐ do not hereby authorize the Arkansas Department of Economic Development to release to the press the new job creation and investment figures.

(Signing this authorization to release job creation and investment numbers is not mandatory. However, information about benefits received is public information and may be obtained through a Freedom of Information request filed with the Arkansas Department of Finance and Administration.)

Charles V. Stevens Vice-President – AWG Operations 3/26/09
Signature of Company Official Title Date

Project Plan

Please indicate the activity planned by the company associated with this application.
(Check all that apply)

☐ New Construction ☒ Expansion of existing business ☐ Modernization

Estimated Start Date of Project: 7/1/2009 Estimated Completion Date of Project: 10/1/2009

Project Description:

Build an internal 122 personnel (105 full-time, 17 part-time) customer care call center at 655 E Millsap Road in Fayetteville to replace a small existing call center and an outsourced call center vendor operation in support of Company's customers in four states, including Arkansas. Approximately 25 full-time personnel will come from existing positions in the Company resulting in 80 new full-time employees.

Project Cost Estimates:

Land:	Description:	
		\$
<i>Land Total:</i>		\$
Building:	New construction:	
		\$
	Expansion of existing facility:	
		\$
<i>Building Total:</i>		\$
Machinery and Equipment:	Description: Estimated cost of computer and telecommunications equipment, computer software, furniture, appliances and miscellaneous equipment	
		\$2,211,724
<i>Machinery Total:</i>		\$2,211,724
Total Estimated Project Cost:		\$2,211,724

NOTE: This Tax Back application, with endorsement resolution and project plan attached, must be signed by the Arkansas Department of Economic Development before the start of construction. This application, when signed by the Department, becomes a financial incentive agreement between the Company and the Department. The starting date for counting project costs will be the date the application is signed by the Department.

If you have questions about the Tax Back sales and use tax refund program, please call the Arkansas Department of Economic Development at 501-682-7675.

Submit the Tax Back application to
Business Development Unit
Arkansas Department of Economic Development
One State Capitol Mall
Little Rock, AR 72201

APPROVED

Signature of Arkansas Department of Economic Development Official

Date

Advantage Arkansas

Application



OFFICE USE ONLY

Project Number: _____

Project Manager: _____

Date Received: _____

Arkansas Western Gas Company

Local Operating Name of Firm

P O Box 13288

Fayetteville, AR 72703-1002

Mailing Address

City/State/Zip

655 E Millsap

Fayetteville, AR 72703

Washington

Physical Location

City/State/Zip

County

Glenn Morgan, Director, Special Projects

479-582-8225

479-582-8277

Name and Title of Company Contact

Phone

Fax

Complete Company Name, if company is filing for tax credit under a different name

Taxpayer Consultant (Optional)

Name of Consultant filing this application

Phone

Fax

Company Name of Consultant

Mailing Address

City/State/Zip

Project Cost Estimate

Project Cost Estimate

Land \$ _____

Building (a) New construction..... \$ _____

(b) Existing building..... \$ _____

Equipment..... \$ 2,211,724

Other (Describe in the project plan.) \$ _____

TOTAL.....\$ 2,211,724

Employment

Present employment: 342 Number of new employees resulting from this project: 80Average annual payroll of new, full-time, permanent employees: \$ 2,365,452

NOTE: To qualify for the income tax credits, the business MUST be an eligible business and meet the minimum payroll requirements for the tier (county) in which the project is located.

SIC/NAICS Classification

561421

Customer Care Call Center

Description of principal business activity, products manufactured, etc.

NOTE: Information contained in this application is subject to audit by the Arkansas Department of Finance and Administration. If the SIC/NAICS classification is found to be inaccurate and does not qualify, the business will be decertified and shall not receive any benefits under the program.

I.D. Numbers	Employer's Federal I.D. Number <u>71-0521274</u>	
	Arkansas Sales or Consumer Use Tax Number <u>0045841-78-001</u>	
Information for Income Tax Credit	Ownership of business (Please check all appropriate boxes.)	
	☐ Individual	☐ Fiduciary ☐ Partnership
	☐ Taxable Corporation	☐ Small Business Corporation ☒ LLC
	Name(s) of Owner(s)	Percent Ownership
	Social Security Number or Federal Tax I.D. Number	
	SourceGas, LLC	100%
		87-0782723
When does your tax year end? <u>12</u> <u>31</u> Month Date		
What percentage of your gross sales are retail sales to the public? <u>0</u> %		
If you are a computer-related company, a distribution center or a motion picture company, what percentage of sales is out of state? _____ %		

CERTIFICATION

BEFORE ME, the undersigned authority, Charles V. Stevens
Company Official

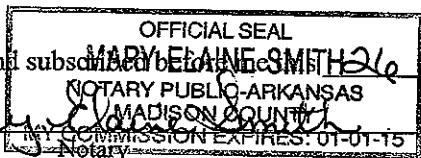
personally came and appeared and being duly sworn did depose and say that he/she is

Vice-President – AWG Operations of Arkansas Western Gas Company
Title Company

This affidavit is made for the specific purpose of verifying that the information contained in these two pages is true and correct. The company does hereby agree to report new job creation and investment figures annually to the Arkansas Department of Economic Development for the term of the incentive agreement.

Charles V. Stevens Vice-President – AWG Operations 3/26/09
Signature of Company Official Title Date

Sworn to and subscribed before me this 26 day of March, 2009.
Mary Elaine Smith My Commission expires January 1, 2015.
Notary



I ☒ do ☐ do not hereby authorize the Arkansas Department of Economic Development to release to the press the new job creation and investment figures.

(Signing this authorization to release job creation and investment numbers is not mandatory. However, information about benefits received is public information and may be obtained through a Freedom of Information request filed with the Arkansas Department of Finance and Administration.)



Signature of Company Official

Vice-President – AWG Operations

Title

3/26/09

Date

Project Plan

Please indicate the activity planned by the company associated with this application.
(Check all that apply)

☐ New Construction ☒ Expansion of existing business ☐ Modernization

Estimated Start Date of Project: 7/1/2009 Estimated Completion Date of Project: 10/1/2009

Project Description:

Build an internal 122 personnel (105 full-time, 17 part-time) customer care call center at 655 E Millsap Road in Fayetteville to replace a small existing call center and an outsourced call center vendor operation in support of Company's customers in four states, including Arkansas. Approximately 25 full-time personnel will come from existing positions in the Company resulting in 80 new full-time employees.

Project Cost Estimates:

Land:	Description:	
		\$
<i>Land Total:</i>		\$
Building:	New construction:	
		\$
	Expansion of existing facility:	
		\$
<i>Building Total:</i>		\$
Machinery and Equipment:	Description: Estimated cost of computer and telecommunications equipment, computer software, furniture, appliances and miscellaneous equipment	
		\$ 2,211,724

<i>Machinery Total:</i>	\$ 2,211,724
-------------------------	---------------------

Total Estimated Project Cost:	\$ 2,211,724
--------------------------------------	---------------------

NOTE: The Advantage Arkansas program requires a separate financial incentive agreement, signed by the Company and the Department, before hiring any new, full-time, permanent employees.

If you have questions about the Advantage Arkansas program, please call the Arkansas Department of Economic Development at 501-682-7675.

Submit the Advantage Arkansas application to
Business Development Unit
Arkansas Department of Economic Development
One State Capitol Mall
Little Rock, AR 72201

APPROVED

Signature of Arkansas Department of Economic Development Official

Date

City Council Agenda Items
and
Contracts, Leases or Agreements~~3/17/2009~~ 4/7/2009
City Council Meeting Date
Agenda Items OnlyJeremy Pate *X*
Submitted ByPlanning
DivisionOperations
Department

Action Required:

Approval of an ordinance consenting to the request by Steven and Sandra Tennant and Al and Yvonne Samples to simultaneously de-annex properties from the City of Fayetteville and annex said properties into the City of Farmington, as adopted by the the City of Farmington in Ordinance No. 2009-0~~2~~₅n/a
Cost of this requestn/a
Category / Project Budgetn/a
Program Category / Project Namen/a
Account Numbern/a
Funds Used to Daten/a
Program / Project Category Namen/a
Project Numbern/a
Remaining Balancen/a
Fund NameBudgeted Item ☐Budget Adjustment Attached ☐

Department Director

Date

Previous Ordinance or Resolution #

n/a

Original Contract Date:

n/a

Original Contract Number:

n/a

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

ENTERED

Chief of Staff

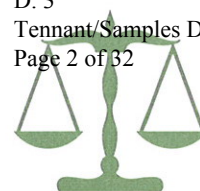
Date

Received in
Mayor's OfficeENTERED
2/27/09

Mayor

Date

Comments:



TO: **Lioneld Jordan**, Mayor
City Council

CC: **Farmington City Clerk**

FROM: **Kit Williams**, City Attorney

A blue ink handwritten signature, likely of Kit Williams, written over a horizontal line.

DATE: **March 17, 2009**

RE: **Simultaneous detachment to Farmington (second ordinance)**

Farmington has passed Ordinance No. 2009-05 on March 9, 2009 and provided a copy to Fayetteville. We have notified Farmington to publish the 15 day pre-hearing notice so that Fayetteville can conduct a hearing on this detachment during its April 7, 2009 meeting.

This decision is totally within your discretion. Please see the memos from Jeremy Pate and Steve Davis to explain why the two property owners are seeking this simultaneous detachment/annexation.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Jeremy Pate, Director Current Planning 

Date: 23 February 2009

Subject: Tennant / Samples De-annexation

RECOMMENDATION

The request is to adjust the the city's municipal boundary in order to allow Farmington's City Attorney to reside within the City of Farmington on property recently annexed by general election into the City of Fayetteville. Absent any specific policy directives from the City Council regarding deannexation, staff has evaluated the request and does not object to the proposed deannexation, finding that the unique circumstances surrounding this request of the Farmington City Attorney will not establish a precedent for future de-annexation requests from the City of Fayetteville, and finding that the reduction of agriculturally-zoned land in this area of the City will not have a great impact on future services or revenue.

BACKGROUND

The subject property contains three parcels totaling approximately 15 acres located within the City of Fayetteville. The property is accessed from Wilmoth Road, east of 85th Avenue, and currently contains a recently constructed single family home, accessory structures and agricultural land. The land is owned by the Tennants and Samples, all family members. The petitioner, Mr. Tennant, has served as the city attorney for the City of Farmington since 1998. Mr. Tennant has resided within the city limits of Farmington, until the completion of his family's new home on the subject property, which was in the unincorporated area of Washington County. The petitioner believed he could continue to serve as Farmington's elected city attorney while residing at the new location within Washington County, and to use the property for farming and hunting purposes, with the option to voluntarily annex into the City of Farmington at some later date. However, in 2006, this property was annexed into the City of Fayetteville by general election, which complicates the ability of Mr. Tennant to remain as city attorney for Farmington. The Attorney General recently opined that a city's attorney must reside at all times within the jurisdiction they represent (see attached AG opinion), which is applicable in this case. The options presented to Mr. Tennant are:

- 1) Attempt to sell the property and recently constructed home and reside in Farmington;
- 2) Resign as City Attorney, requiring Farmington to call a special election or contract for services
- 3) Request to de-annex from Fayetteville and annex into Farmington.

It is Mr. Tennant's desire to continue to serve as Farmington's city attorney, and live in the newly constructed home on his family's land. The intended use of the land is rural residential, a goal that is more consistent with nearby land use within Farmington than that of Fayetteville. Consequently, the applicant has petitioned the cities of Farmington and Fayetteville for a municipal boundary amendment. Pursuant to A.C.A. §14-40-2101, two contiguous municipalities may simultaneously detach and annex territory, subject to approval from the governing body of each municipality.

DISCUSSION

The City of Farmington has agreed to the petitioner's request, and accordingly adopted Ordinance No. 2009-02. In addition, the petitioner provided a summary of comments from Emergency Response providers of Farmington, which all supported this request. The unique circumstances of this particular petition demonstrate to staff that the request does not establish a precedent for future de-annexation in a similar manner.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE CONCURRING WITH FARMINGTON ORDINANCE NO. 2009-05, PROVIDING FOR THE VOLUNTARY DETACHMENT OF CERTAIN LANDS FROM THE CITY OF FAYETTEVILLE, AND ATTACHING SAID LANDS TO THE CITY OF FARMINGTON

WHEREAS, two property owners (Samples and Tennants) petitioned the Farmington City Council to be annexed into Farmington if the Fayetteville City Council agreed to detach their property described in Exhibit "A" from Fayetteville; and

WHEREAS, Farmington passed Ordinance No. 2009-02 on March 9, 2009 which states that if the Fayetteville City Council votes for the proposed detachment and annexation ordinance, then "a *prima facie* case for detachment and annexation (of the property described in Exhibit A) shall be established"; and

WHEREAS, the Fayetteville City Council held a public hearing on this subject as required by A.C.A. §14-40-201 on April 7, 2009, after Farmington published a notice for this public hearing at least fifteen (15) days before the hearing.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby concurs with Farmington Ordinance no. 2009-05 providing for the simultaneous detachment from Fayetteville and annexation into Farmington of that property described in Exhibit "A".

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



Doc ID: 012753710004 of 12
Recorded: 03/13/2009 at 08:56:36 AM
Fee Amt: \$30.00 Page 1 of 4
Washington County, AR
Bette Stamps Circuit Clerk

File **2009-00007318**

FILED

2009 MAR 13 AM 9:00

KAREN COMBS REAGHER
CO. & PROBATE CLERK
WASHINGTON CO ARK

ORDINANCE No. 2009-05

AN ORDINANCE TO REPEAL ORDINANCE 2009-02 AND ADOPT A NEW ORDINANCE SIMULTANEOUSLY DETACHING TERRITORY FROM THE CITY OF FAYETTEVILLE AND ANNEXING SAID TERRITORY INTO THE CITY OF FARMINGTON, PURSUANT TO A.C.A. 14-40-2101

WHEREAS, A.C.A.14-40-2101 provides a procedure for the simultaneous detachment of territory from one municipality and annexation of such territory into an adjoining municipality; and

WHEREAS, Steven and Sandra Tennant and Al and Yvonne Samples are desirous of detaching from Fayetteville into Farmington.

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

SECTION 1. That Farmington Ordinance 2009-02 is repealed and this ordinance is adopted in its stead.

SECTION 2. That certain territory presently within the corporate limits of the City of Fayetteville is contiguous to and adjoins the City of Farmington. The City of Farmington hereby calls for the simultaneous detachment and annexation of the lands that are described in Exhibit A, which is attached hereto and incorporated herein by reference.

SECTION 3. That the proposed detachment and annexation of lands described in Exhibit A was requested by the owners of the subject property.

SECTION 4. That a copy of this ordinance shall be sent to the governing body of the City of Fayetteville. Within sixty (60) days of the date this ordinance was proposed, the governing body of the City of Fayetteville shall conduct a public hearing on the proposed detachment and annexation.

SECTION 5. That at least fifteen (15) days prior to the date of the public hearing, the Farmington City Clerk shall publish a legal notice of said public hearing, which shall also set out the legal description of the territory proposed to be detached and annexed.

SECTION 6. That at said public hearing, officials of both municipalities, as well and property owners within the area proposed to be detached and annexed, may appear and present their views on the proposal.

SECTION 7. That at the next regularly scheduled meeting of the Fayetteville City Council following the public hearing, said City Council may bring proposed ordinance up for a vote to concur in the detachment and annexation. If approved, a prima facie case for detachment and annexation shall be established, and the City of Farmington shall proceed to render services to the newly annexed area.

PASSED AND APPROVED THIS 9th DAY OF MARCH, 2009.



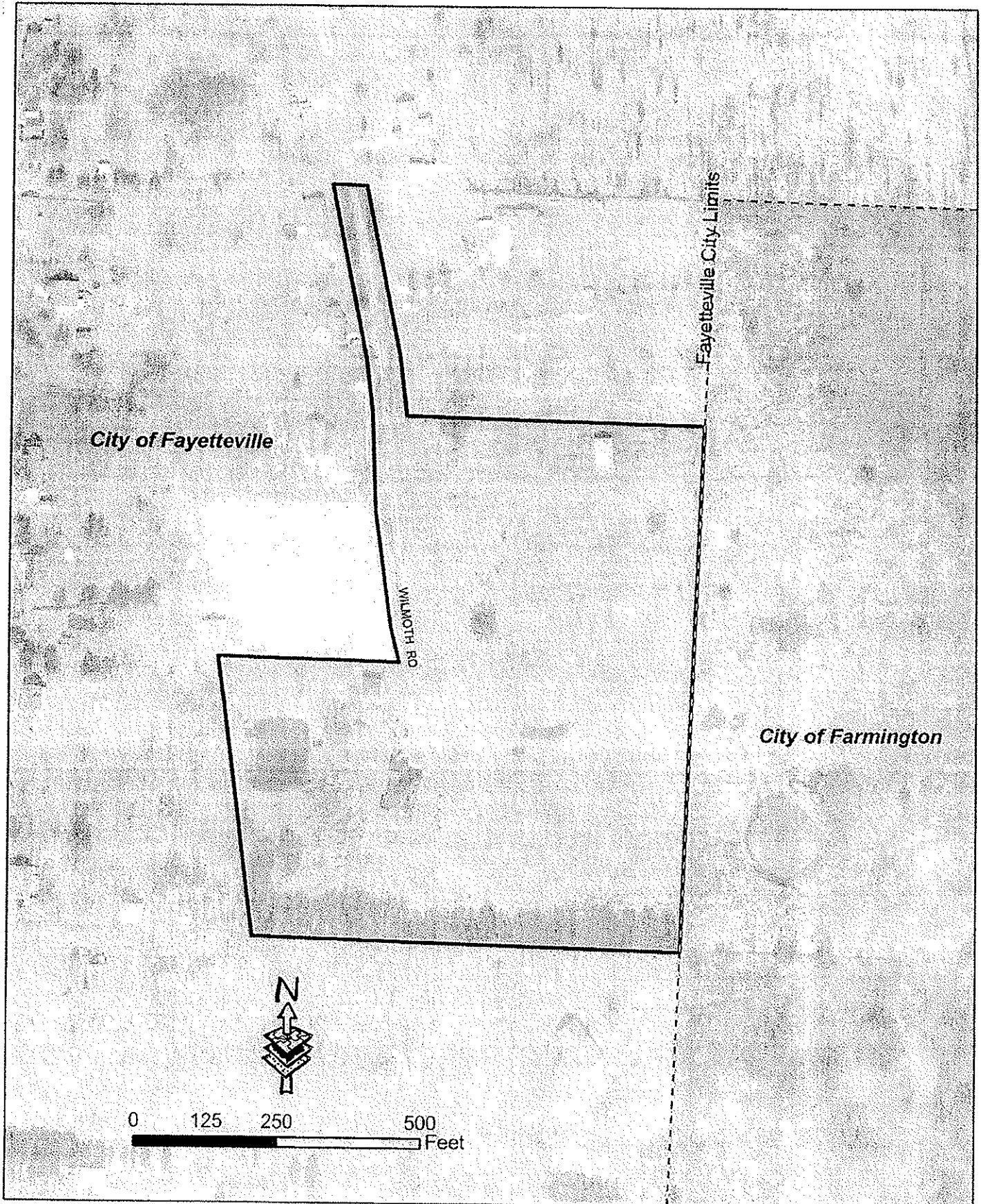
Kelly A. Thomas
Kelly Thomas, City Clerk

Ernie Penn
Ernie Penn, Mayor

EXHIBIT A
Tennant Detachment Legal Description

A part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Sixteen (16), Township Sixteen (16) North, Range Thirty-one (31) West, described as beginning at a point which is N89°37'13"W 590.95 feet from the Northeast corner of said forty acre tract, said point being a found iron pin; thence N89°37'13"W 61.60 feet to a found iron pin; thence S13°20'00"E 310.13 feet to a found iron pin; thence S8°30'00"E 94.59 feet to a set iron pin; thence S03°40'00"E 169.90 feet to a set iron pin; thence S9°29'45"E 205.06 feet to a found iron pin; thence S15°19'30"E 64.13 feet to a found iron pin; thence S89°57'40"W 319.84 feet to a found iron pin; thence S9°01'00"E 496.80 feet to a found iron pin; thence along the South line of the SW¼ of the NW¼ S89°43'03"E 762.00 feet; thence N0°43'02"W 923.77 feet to a set iron pin; thence N89°50'51"W 508.70 feet to a set iron pin; thence N8°30'00"W 104.70 feet to a found iron pin; thence N13°20'00"W 302.76 feet to the point of beginning, containing 15.01 acres, more or less, Washington County, Arkansas.

Exhibit B



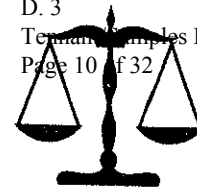
FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

D. 3
Tenants' Samples De-annexation
Page 10 of 32



LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor
Don Marr, Chief of Staff
Jeremy Pate, Current Planning Director

FROM: **Kit Williams**, City Attorney

A handwritten signature in dark ink, appearing to read 'Kit Williams', with a long horizontal line extending to the right.

DATE: **February 27, 2009**

RE: **Simultaneous detachment/annexation of two parcels from Fayetteville into Farmington**

Ordinance No. 2009-02 was passed by the Farmington City Council on January 12, 2009, and filed for record on January 30, 2009. By letter dated February 19, 2009, Davis Business Planning requested the Fayetteville City Council to agree with this simultaneous detachment/annexation and evidently supplied the ordinance and other documents including signatures of the property owners dated February 6th and 11th.

A.C.A. §14-40-2101 (b)(2) requires the governing body of the city where the lands are located to have a public hearing "within sixty (60) days of the proposal of the ordinance calling for detachment and annexation." This was January 12, 2009. However the statute also requires "(a)t least fifteen (15) days prior to the date of the public hearing, (Farmington) shall publish a legal notice" A.C.A. §14-40-2101 (b)(3)

Thus, we would have to schedule the public hearing early enough to allow Farmington to publish the 15 days notice. With the passage of the ordinance on January 12th, the last possible day the hearing could be held (within 60 days allowed by statute) is March 13th. Thus the notice would have to be published no later than February 27th (today).

Even if the City of Fayetteville was willing to have a special City Council meeting on Friday the 13th of March just for this public hearing, notice has not been published by Farmington, so we cannot legally hold such special meeting.

I see no solution to this timing mess, but for Farmington to pass another proposing ordinance and then send us this ordinance **PROMPTLY** so we can schedule the Public Hearing and notify Farmington so it can publish the 15 day prior notice in a timely fashion.



Davis Business Planning

P.O. Box 3381
Fayetteville, Arkansas 72702
Telephone Number: 479-935-4572
Fax Number: 479-935-4573
Web Site: Davisbusinessplanning.com



February 19, 2009

Fayetteville City Council
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Proposed Land Annexation from Fayetteville

Dear Council Members,

I am representing Steven and Sandra Tennant and Al and Yvonne Samples who request that the City of Fayetteville consider adjusting their city limits by allowing the detachment of their parcels #765-16159-930, #765-16159-900 and #765-16159-980 which currently lie within the city limits of Fayetteville.

This request is submitted for your review and consideration. The following discussion sets forth the options available to Mr. Tennant and his desire to continue to serve Farmington citizens as their elected City Attorney. The least disruptive solution for both Mr. Tennant and the City of Farmington is for Farmington and Fayetteville agree to a detachment of Steven and Sandra Tennant and Al and Yvonne Samples properties and for Farmington to agree to an attachment of their property.

The City of Farmington approved annexation of the subject property at its January 2009 City Council meeting with its passage of Farmington Ordinance 2009-002. Completion of the annexation is subject to Fayetteville's agreement to detach the subject parcels from its city boundaries.

The circumstances of this request are unique and do not lend themselves to establishment of any precedents. As you will note the remedy options available to Farmington and Mr. Tennant are very limited:

1. Mr. Tennant can petition to have his property detached from Fayetteville and attached to Farmington;
2. Mr. Tennant can continue to reside within the city limits of Farmington and not avail his family to their new home;
3. Mr. Tennant can resign as city attorney for Farmington and Farmington would have to seek another city attorney by special election; or,
4. If Mr. Tennant resigns, and no resident attorney is willing to serve as city attorney, then the Farmington City Council and Mayor would have to seek a qualified attorney residing in Arkansas to provide legal services by contract.

The petitioner is the incumbent city attorney for the City of Farmington and has served as Farmington's City Attorney since 1998. On January 18, 2008 Dustin McDaniel, State of Arkansas's Attorney General issued an AG's Opinion that states, in part, that city attorney's must reside at all times within the jurisdiction they represent. Mr. Tennant has been a continuous resident of Farmington until the completion of his family's new home on the subject property. Prior to the issuance of the AG's Opinion,

the petitioner believed he could continue to serve as Farmington's elected city attorney at least until the next scheduled election. It is Mr. Tennant's desire to continue to serve the City of Farmington in his capacity as city attorney. Fayetteville Building Inspection Division performed the final building inspection on January 16, 2009 and issued the certificate of occupancy.

The petitioner had intended for the subject property to remain in an unincorporated part of Washington County so that his property would have been governed by Washington County standards and would have enabled the petitioner to continue to use his property for farming and hunting purposes with a future voluntary annexation into Farmington. This option changed with the annexation vote by Fayetteville. Once Fayetteville announced the new boundaries of their proposed annexation, all voluntary annexations were held in abeyance pending the results of the election. The petitioner expected Fayetteville's annexation vote to fail as had previous annexation votes by Fayetteville. Prior to Fayetteville's annexation vote, the petitioner sought to sell the property but the real estate market began to soften making it impossible for the petitioner to recover his investment. The option left to Mr. Tennant was to begin the process of using the property as his personal residence with a future request for detachment-attachment.

Failure of Mr. Tennant to gain approval of this detachment/attachment request will pose a hardship on Mr. Tennant and the City of Farmington. The hardships faced by Mr. Tennant is that he will either have to give up residing in his new home or give up being the elected city attorney. The hardship faced by Farmington, if this detachment/attachment is not approved, will be the call of a special election or contracting for city attorney services. If Farmington had to seek another attorney by special election, and no residing attorney(s), qualified or not, chose to run for office, the Mayor and City Council would have to contract for services with a qualified attorney within the State of Arkansas. If Farmington had to contract with an attorney qualified in city government to provide legal services the citizens of Farmington would be deprived of a city attorney directly accountable to them.

Other factors that enter into the consideration of granting this request include the land use impact and impact on emergency service delivery. Below is a brief discussion of these impacts as they relate to this proposed action.

Contiguous Land Use

The parcels are contiguous to the current Farmington city limits boundaries and lie adjacent to property owned by Roy and Betty Hummel. The property owners began development of the property in 2003 with the construction of a pond, workshop and a well. The use of the property envisioned by the owners is to complete fencing of the property and begin raising calves which is a use that is more consistent to the surrounding parcels within Farmington than they are with the adjacent parcels in Fayetteville.

Emergency Response Services

Both Farmington Fire and Police departments have been contacted to determine what impact, if any, the attachment of these parcels would have on Farmington's emergency services. Mark Cunningham, Fire Chief, City of Farmington Fire Department advised that the Farmington Fire Department would have a better response time than Fayetteville based on location alone. Brian Hubbard, Farmington Police Chief, advised that this area is already patrolled by the Farmington Department. This is due to the location being right up against the end of their route and this road is used by his department as a turn-around.

To aid in your deliberation of this request I have attached maps of the parcels and copies of emails between my office and the City of Farmington's Police Department.

In closing, this application for detachment-attachment presents some unique circumstances that would limit its use as a precedent in any future detachment-attachment requests from either city. The petitioner thanks you for your consideration of this request. Representatives of my firm and the petitioner are available to answer any questions you might have regarding this request.

Respectfully,



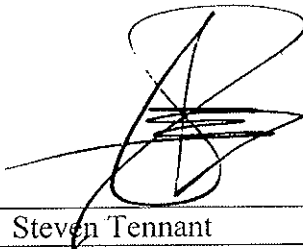
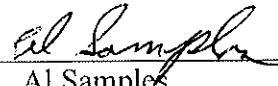
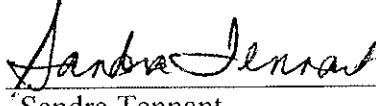
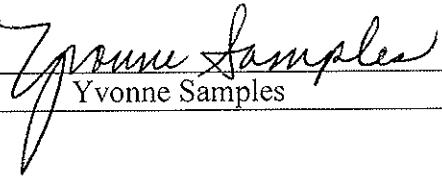
Stephen Davis
Davis Business Planning

Attachments:

Farmington Ordinance
Farmington City Council Agenda Packet
Arkansas Attorney General Opinion 2007-302
Arkansas Code 14-40-2101
Location Maps
Copy of email from Farmington Police

We, Steven and Sandra Tennant and Al and Yvonne Samples, owners of parcels #765-16159-930, #765-16159-900 and #765-16159-980 petition the City of Fayetteville to detach our parcels so the detached parcels can be annexed into the City of Farmington.

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

	2/6/09		2-11-09
Steven Tennant	DATE:	Al Samples	DATE:
	2/11/09		2-11-09
Sandra Tennant	DATE:	Yvonne Samples	DATE:

Doc ID: 012682420003 Type: REL
 Recorded: 01/30/2009 at 02:32:12 PM
 Fee Amt: \$25.00 Page 1 of 3
 Washington County, AR
 Bette Stamps Circuit Clerk
 File **2009-00002723**

ORDINANCE No. 2009-02

AN ORDINANCE SIMULTANEOUSLY DETACHING TERRITORY FROM THE CITY OF FAYETTEVILLE AND ANNEXING SAID TERRITORY INTO THE CITY OF FARMINGTON, PURSUANT TO A.C.A. 14-40-2101

WHEREAS, A.C.A. 14-40-2101 provides a procedure for the simultaneous detachment of territory from one municipality and annexation of such territory into an adjoining municipality; and

WHEREAS, Steven and Sandra Tennant and Al and Yvonne Samples are desirous of detaching from Fayetteville into Farmington.

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

SECTION 1. That certain territory presently within the corporate limits of the City of Fayetteville is contiguous to and adjoins the City of Farmington. The City of Farmington hereby calls for the simultaneous detachment and annexation of the lands that are described in Exhibit A, which is attached hereto and incorporated herein by reference.

SECTION 2. That the proposed detachment and annexation of lands described in Exhibit A was requested by the owners of the subject property.

SECTION 3. That a copy of this ordinance shall be sent to the governing body of the City of Fayetteville. Within sixty (60) days of the effective date of this ordinance, the governing body of the City of Fayetteville shall conduct a public hearing on the proposed detachment and annexation.

SECTION 4. That at least fifteen (15) days prior to the date of the public hearing, the Farmington City Clerk shall publish a legal notice of said public hearing, which shall also set out the legal description of the territory proposed to be detached and annexed.

SECTION 5. That at said public hearing, officials of both municipalities, as well and property owners within the area proposed to be detached and annexed, may appear and present their views on the proposal.

SECTION 6. That at the next regularly scheduled meeting of the Fayetteville City Council following the public hearing, said City Council may bring proposed ordinance up

KAREN COMPTON, CLERK
 CO. & PRO. CLERK
 WASHINGTON CO. ARK

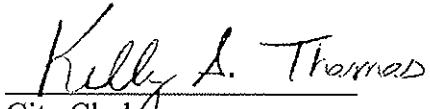
2009 JAN 30 PM 2:35

FILED

for a vote to concur in the detachment and annexation. If approved, a prima facie case for detachment and annexation shall be established, and the City of Farmington shall proceed to render services to the newly annexed area.

PASSED AND APPROVED THIS 12 DAY OF January, 2009.


Mayor


City Clerk



Davis Business Planning

P.O. Box 3381
Fayetteville, Arkansas 72702
Telephone Number: 479-935-4572
Fax Number: 479-935-4573
Web Site: Davisbusinessplanning.com



December 31, 2008

Farmington City Council
City of Farmington
354 W. Main
Farmington, AR 72730

Re: Proposed Land Annexation from Fayetteville

Dear Council Members,

I am representing Steven and Sandra Tennant and Al and Yvonne Samples who request that the City of Farmington consider adjusting their city limits thus allowing the annexation of their parcels #765-16159-930, #765-16159-900 and #765-16159-980 which lie inside the city limits of Fayetteville currently.

This request is submitted for your review and consideration. The following discussion sets forth the options available to Mr. Tennant and his desire to continue to serve Farmington citizens as their elected City Attorney. The least disruptive solution for both Mr. Tennant and the City of Farmington is for Farmington and Fayetteville agree to a detachment of Steven and Sandra Tennant and Al and Yvonne Samples properties and for Farmington to agree to an attachment of their property.

The circumstances of this request are unique and do not lend themselves to establishment of any precedents. As you will note the remedy options available to Farmington and Mr. Tennant are very limited:

1. Mr. Tennant can petition to have his property detached from Fayetteville and attached to Farmington;
2. Mr. Tennant can continue to reside within the city limits of Farmington and not avail his family to their new home;
3. Mr. Tennant can resign as city attorney for Farmington and Farmington would have to seek another city attorney by special election; or,
4. If Mr. Tennant resigns, and no resident attorney is willing to serve as city attorney, then the Farmington City Council and Mayor would have to seek a qualified attorney residing in Arkansas to provide legal services by contract.

The petitioner is the incumbent city attorney for the City of Farmington and has served as Farmington's City Attorney since 1998. On January 18, 2008 Dustin McDaniel, State of Arkansas's Attorney General issued an AG's Opinion that states, in part, that city attorney's must reside at all times within the jurisdiction they represent. Mr. Tennant has been a continuous resident of Farmington until the completion of his family's new home on the subject property. The new home is scheduled for final inspection during mid-December 2008. Prior to the issuance of the AG's Opinion, the petitioner believed he could continue to serve as Farmington's elected city attorney at least until the next scheduled election. It is Mr. Tennant's desire to continue to serve the City of Farmington in his capacity as city attorney.

The petitioner had intended for the subject property to remain in an unincorporated part of Washington County so that his property would have been governed by Washington County standards and would have enabled the petitioner to continue to use his property for farming and hunting purposes with a future voluntary annexation into Farmington. This option changed with the annexation vote by Fayetteville. Once Fayetteville announced the new boundaries of their proposed annexation, all voluntary annexations were held in abeyance pending the results of the election. The petitioner expected Fayetteville's annexation vote to fail as had previous annexation votes by Fayetteville. Prior to Fayetteville's annexation vote, the petitioner sought to sell the property but the real estate market began to soften making it impossible for the petitioner to recover his investment. The option left to Mr. Tennant was to begin the process of using the property as his personal residence with a future request for detachment-attachment.

Failure of Mr. Tennant to gain approval of this detachment/attachment request will pose a hardship on Mr. Tennant and the City of Farmington. The hardships faced by Mr. Tennant is that he will either have to give up residing in his new home or give up being the elected city attorney. The hardship faced by Farmington, if this detachment/attachment is not approved, will be the call of a special election or contracting for city attorney services. If Farmington had to seek another attorney by special election, and no residing attorney(s), qualified or not, chose to run for office, the Mayor and City Council would have to contract for services with a qualified attorney within the State of Arkansas. If Farmington had to contract with an attorney qualified in city government to provide legal services the citizens of Farmington would be deprived of a city attorney directly accountable to them.

Other factors that enter into the consideration of granting this request include the land use impact and impact on emergency service delivery. Below is a brief discussion of these impacts as they relate to this proposed action.

Contiguous Land Use

The parcels are contiguous to the current Farmington city limits boundaries and lie adjacent to property owned by Roy and Betty Hummel. The property owners began development of the property in 2003 with the construction of a pond, workshop and a well. The use of the property envisioned by the owners is to complete fencing of the property and begin raising calves which is a use that is more consistent to the surrounding parcels within Farmington than they are with the adjacent parcels in Fayetteville.

Emergency Response Services

Both Farmington Fire and Police departments have been contacted to determine what impact, if any, the attachment of these parcels would have on Farmington's emergency services. Mark Cunningham, Fire Chief, City of Farmington Fire Department advised that the Farmington Fire Department would have a better response time than Fayetteville based on location alone. Brian Hubbard, Farmington Police Chief, advised that this area is already patrolled by the Farmington Department. This is due to the location being right up against the end of their route and this road is used by his department to turn around on.

To aid in your deliberation of this request I have attached maps of the parcels and copies of emails between my office and the City of Farmington's Fire and Police departments.

In closing, this application for detachment-attachment presents some unique circumstances that would limit its use as a precedent in any future detachment-attachment requests from either city. The petitioner thanks you for your consideration of this request. Representatives of my firm and the petitioner are available to answer any questions you might have regarding this request.

Respectfully,

Stephen Davis
Davis Business Planning

Attachments:

Arkansas Attorney General Opinion 2007-302

Arkansas Code 14-40-2101

Location Maps

Copy of email from Farmington Police

A part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Six (6), Township Sixteen (16) North, Range Thirty-one (31) West, described as beginning at a point which is N89°37'13"W 590.95 feet from the Northeast corner of said forty acre tract, said point being a found iron pin; thence N89°37'13"W 61.60 feet to a found iron pin; thence S13°20'00"E 310.13 feet to a found iron pin; thence S8°30'00"E 94.59 feet to a set iron pin; thence S03°40'00"E 169.90 feet to a set iron pin; thence S9°29'45"E 205.06 feet to a found iron pin; thence S15°19'30"E 64.13 feet to a found iron pin; thence S89°57'40"W 319.84 feet to a found iron pin; thence S9°01'00"E 496.80 feet to a found iron pin; thence along the South line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ S89°43'03"E 762.00 feet; thence N0°43'02"W 923.77 feet to a set iron pin; thence N89°50'51"W 508.70 feet to a set iron pin; thence N8°30'00"W 104.70 feet to a found iron pin; thence N13°20'00"W 302.76 feet to the point of beginning, containing 15.01 acres, more or less, Washington County, Arkansas.



Opinion No. 2007-302

January 18, 2008

The Honorable Jack Critcher
State Senator
24 Rillington Drive
Batesville, Arkansas 72501-3711

Dear Senator Critcher:

I am writing in response to your request for an opinion on the following:

An attorney living inside the city limits of a first class city ran for office of City Attorney and was elected. During the term, the individual moved outside the city limits.

1. Under Article 19, Section 3 of the Arkansas Constitution, does an attorney seeking the office of City Attorney in a first class city have to live within the city limits where he is seeking office?
2. Under the same Article, once elected to the office of City Attorney in a first class city, does the individual have to continue living within the city limits throughout his or her term?
3. If the answer to the aforementioned question is yes, is Arkansas Code Annotated § 14-22-106^[1] in conflict with the state constitution?

¹ Arkansas Code Annotated § 14-22-106 is a provision of the county purchasing statutes that addresses certain purchases that are exempt from the requirement of soliciting bids. I assume that this reference is a typographical error and that you intended to ask about A.C.A. §§ 14-43-314, -315, & -319, which address the election or appointment of city attorneys in cities of the first class.

The Honorable Jack Critcher
State Senator
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RESPONSE

In my opinion, with respect to Question One, the answer is “yes” because Article 19, § 3 of the Arkansas Constitution requires elected municipal officers to reside within the political subdivision the officer serves. With respect to Question Two, absent legislative clarification or judicial interpretation to the contrary, in my opinion an elected city attorney for a city of the first class must continue to reside within the city throughout his or her term of office pursuant to Article 19, § 3. With respect to Question Three, in my opinion A.C.A. § 14-43-314 (Supp. 2007) does not conflict with the Arkansas Constitution.

Question One: Under Article 19, Section 3 of the Arkansas Constitution, does an attorney seeking the office of City Attorney in a first class city have to live within the city limits where he is seeking office?

In my opinion, Article 19, § 3 of the Arkansas Constitution requires elected municipal officers, such as the city attorney described in your request, to reside within the political subdivision the officer represents.

Article 19, § 3 states:

No persons shall be elected to, or appointed to fill a vacancy in, any office who does not *possess the qualifications of an elector*.

Id. (emphasis added).

Article 19, § 3 applies to city officers, and has been held to require the officer's residence in the political subdivision to be served by the official. *Thomas v. Sitton*, 213 Ark. 816, 212 S.W.2d 710 (1948); *see also Davis v. Holt*, 304 Ark. 619, 804 S.W.2d 362 (1991); *and* Op. Att’y Gen. 2002-105. A city attorney has been consistently referred to as an officer of the city or as an officer of the municipality. *See, e.g.,* Ops. Att’y Gen. 2007-059; 2006-113; 2002-209; *and* 97-038. As an officer of a city, a city attorney must meet the requirements set forth in Article 19, § 3 quoted above.

I have previously noted that the phrase “qualifications of an elector” in Article 19, § 3 includes a requirement of residency in the political subdivision to be served. *See* Op. Att’y Gen. 2007-055. In considering what standards for “residency” are

The Honorable Jack Critcher
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required of a qualified elector, my immediate predecessor quoted with approval the following from an earlier opinion:

The Arkansas Supreme Court has interpreted the requirement of "qualifications of an elector" to include a requirement of residence in the political subdivision in question. *See Thomas v. Sitton*, 213 Ark. 816, 212 S.W.2d 710 (1948).

The court has recognized that the term "residence" can be rather nebulous, in that a person can conceivably have more than one residence, or can have a temporary residence. *See Davis v. Holt*, 304 Ark. 619, 804 S.W.2d 362 (1991). In construing the term "residence" for purposes of applying Article 19, § 3 of the Arkansas Constitution, however, the Arkansas Supreme Court appears to have equated "residence" with "domicile." *Davis, supra; Charisse v. Eldred*, 252 Ark. 101, 477 S.W.2d 480 (1972). The term "domicile" reflects the idea of both physical presence and an intent to remain permanently. *Davis, supra*; Black's Law Dictionary at 435 (5th ed., 1979); Op. Att'y Gen. No. 94-208.

It should be noted that the question of domicile (and therefore the question of residence in the context of Article 19, § 3) is one of fact that must be determined on the basis of all of the relevant factors. *Davis, supra; Charisse, supra*. One of the most important factors to be considered in determining a person's domicile (i.e., residence) is intent. *Id.* I have previously opined that other factors that are relevant to this consideration are location of residence ownership; voter registration information; location of the exercise of voting rights; location of personal property tax assessment; and other statements and conduct of the person involved. *See Op. Att'y Gen. 88-208.*

Op. Att'y Gen. 96-265 (quoted in Op. Att'y Gen. 2004-125); *see also* Op. Att'y Gen. 95-296 (equating "residence" with "domicile" for purposes of office-holding and opining that only a "resident" thus defined may serve on an Advertising & Promotion Commission).

Therefore, because Article 19, § 3 requires all elected office holders to possess the qualities of a "qualified elector," which includes being a "domiciliary" of the

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political subdivision, in my opinion an individual seeking to be elected city attorney must be “domiciled” within the city. Whether a particular individual is domiciled within a city is a question of fact that can only be properly determined by a court or other finder-of-fact reviewing all pertinent surrounding facts and circumstances.

Question Two: Under the same Article, once elected to the office of City Attorney in a first class city, does the individual have to continue living within the city limits throughout his or her term?

Absent judicial interpretation or legislative clarification to the contrary, in my opinion Article 19, § 3 should be interpreted to require the continued residence of a city attorney within the city he or she serves throughout his or her term.

My research has not revealed any specific precedent on whether Article 19, § 3 creates a constitutional requirement for a municipal officer to maintain residence in the political subdivision being served. As noted above, Article 19, § 3 applies to municipal officers. I have previously opined that Article 19, § 3 prohibits “any individual domiciled outside the city” from serving as an officer of a municipality. Op. Att’y Gen. 2007-055 at 8. The implication is that being a “qualified elector” is a qualification to hold office and if that qualification is absent, an individual would not be able to serve as an officer.² This common sense standard acknowledges that the Constitution requires a qualification to be eligible for office, and that it stands to reason that such qualification must continue to exist throughout the term for which the individual serves for the individual to remain eligible to fill the office. It would be absurd to require the residence of an individual in the municipality up to the day of his or her election but allow him or her to abandon the city’s limits at some point thereafter.³

² Article 19, § 4 of the Arkansas Constitution specifically requires continued residence for State, county, and district officials, but is silent as to whether such a requirement also applies to municipal officers. An argument could be made that such exclusion indicates a lack of intent to apply such residency requirements to municipal officials; however the previous opinions of this office and statutory requirements persuade me otherwise.

³ I note that, while aldermen, the mayor, recorder, and treasurer are statutorily required to maintain a residence within a municipality throughout the term of office by A.C.A. § 14-42-201(c) (Supp. 2007), there is no such *statutory* requirement for a city attorney. An argument could be made that the General Assembly did not intend to limit a city attorney’s residency by the exclusion of it from the requirements in A.C.A. § 14-42-201. However, as noted above, absent judicial interpretation or legislative clarification, in my opinion Article 19, § 3 of the Arkansas Constitution impliedly requires a continuing qualification of residency on all office holders supported by the language of A.C.A. § 14-43-314.

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I am bolstered in my opinion by the language of A.C.A. § 14-43-314 (Supp. 2007). In addressing the procedure for a municipality when no *resident attorney* is elected or there is no *resident attorney* to serve as city attorney, A.C.A. § 14-43-314 authorizes a municipality to contract with a licensed attorney or law firm for contract legal services “until such time as a *qualified* city attorney may be elected or appointed.” *Id.* at (c)(2)(A) (emphasis added). In specifically addressing city attorneys and contingencies for a municipality that may not have an attorney residing there, the General Assembly has labeled resident city attorneys, either elected or appointed, as “qualified.” This demonstrates, in my opinion, the continuing nature of the qualification of residence – one who is not residing within the city is not qualified.

In my opinion, implicit in the residency requirement of 19, § 3 is the requirement that the officer continue to reside within the political subdivision being served. In my opinion, the answer to your second question is therefore “yes.”

Question Three: If the answer to the aforementioned question is yes, is [Arkansas Code Annotated § 14-43-314] in conflict with the state constitution?

In my opinion, A.C.A. § 14-43-314 does not appear to violate Article 19, § 3 of the Arkansas Constitution because it provides for contract legal services in the event that there is no qualified city attorney.

In pertinent part, A.C.A. § 14-43-413 states:

(a)(1) The city attorney in any city of this state having a mayor-council form of government and having a population of fifty thousand (50,000) or more inhabitants shall be elected by the qualified electors of the city in the same manner as other municipal officials are elected.

* * *

(c)(1) If no attorney residing in the city is elected as city attorney, the city council may select a resident attorney to fill the office for the remainder of the unfilled term.

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(2)(A) If no resident attorney of the city is willing to serve as city attorney or if no attorney resides within the limits of the city, the mayor and city council may contract with any licensed attorney of this state or the attorney's firm to serve as legal advisor, counselor, or prosecutor *until a qualified city attorney is elected or appointed*.

(B) The duties of a nonresident attorney under contract shall be prescribed by ordinance.

Id. (emphasis added).⁴

In assessing the constitutionality of a statute, the Arkansas Supreme Court has stated:

Statutes are presumed constitutional, and the burden of proving otherwise is on the challenger of the statute. *Ford v. Keith*, 338 Ark. 487, 996 S.W.2d 20 (1999); *ACW, Inc. v. Weiss*, 329 Ark. 302, 947 S.W.2d 770 (1997). If it is possible to construe a statute as constitutional, we must do so. *Jones v. State*, 333 Ark. 208, 969 S.W.2d 618 (1998). In construing a statute, we will presume that the General Assembly, in enacting it, possessed the full knowledge of the constitutional scope of its powers, full knowledge of prior legislation on the same subject, and full knowledge of judicial decisions under preexisting law. *McLeod v. Santa Fe Trail Transp. Co.*, 205 Ark. 225, 168 S.W.2d 413 (1943). We must also give effect to the legislature's intent, making use of common sense and giving words their usual and ordinary meaning. *Kyle v. State*, 312 Ark. 274, 849 S.W.2d 935 (1993).

Bunch v. State, 344 Ark. 730, 736, 43 S.W.3d 132 (2001).

⁴ I note that identical pertinent language is found in A.C.A. § 14-43-315 (Supp. 2007), addressing mayor-council cities with less than 50,000 residents and A.C.A. § 14-43-319 (Supp. 2007), addressing city attorneys in mayor-council cities of fewer than 5,000 residents. The analysis provided in this opinion, while solely referencing A.C.A. § 14-43-314, should be read as also applying to A.C.A. §§ 14-43-315 & -319. When addressing the election or appointment of city attorneys in cities of the second class, the General Assembly used significantly different language in A.C.A. § 14-42-112. Because your question concerns a city attorney in a city of the first class, I will therefore not address A.C.A. § 14-42-112. See Op. Att'y Gen. 98-041 for a discussion of the constitutionality of A.C.A. § 14-42-112.

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Looking to the plain and ordinary language of A.C.A. § 14-43-314, it is clear that the General Assembly has differentiated between the "office" of city attorney and a contract lawyer engaged to provide services while there is no "qualified city attorney." The statute specifies that the contracted attorney is only to be used until a "qualified city attorney" may be elected or appointed. The plain and unambiguous language of A.C.A. § 14-43-314 providing for a municipality to contract with a licensed attorney for legal work until a qualified city attorney may be elected or appointed does not make the contracted attorney the city attorney or represent an "office" to which article 19, § 3 is applicable.

In my opinion, because the attorney or firm under contract pursuant to A.C.A. § 14-43-314 does not hold the office of city attorney, there is no constitutional conflict with the residency requirement in Art. 19, § 3 of the Arkansas Constitution.

Assistant Attorney General Joel DiPippa prepared the foregoing opinion, which I hereby approve.

Sincerely,

DUSTIN McDANIEL
Attorney General

DM:JMD/cyh

14-40-2101. Simultaneous detachment and annexation by two (2) cities.

(a) When the boundaries of two (2) municipalities are contiguous to and adjoining one another, and one (1) municipality desires to detach and annex territory in another municipality, then the governing body of the municipality desiring to detach and annex territory may propose an ordinance calling for the simultaneous detachment of the lands from the one (1) municipality and the annexation of the lands into its municipal limits. The municipality desiring to annex land in the adjoining city, after the passage of the ordinance calling for detachment and annexation, shall send the ordinance to the governing body of the city or town in which the lands are located.

(b) (1) The ordinance will provide a legal description of the lands proposing to be detached and annexed and describe generally the reasons for proposing the action.

(2) The governing body of the city or town in which the lands are located shall conduct a public hearing within sixty (60) days of the proposal of the ordinance calling for the detachment and annexation.

(3) At least fifteen (15) days prior to the date of the public hearing, the governing body of the proposing municipality shall publish a legal notice setting out the legal description of the territory proposed to be detached and annexed. Municipal officials of the proposing city or town, officials of the city or town in which the lands are located, and property owners within the area proposed to be detached and annexed may appear at the public hearing to present their views on the proposal.

(c) (1) At the next regularly scheduled meeting following the public hearing, the governing body of the municipality in which the lands are located may bring the proposed ordinance up for a vote to concur in the detachment and annexation.

(2) If a majority of the total number of members of the governing body vote for the proposed detachment and annexation ordinance, then a prima facie case for detachment and annexation shall be established, and the proposing municipality shall proceed to render services to the newly annexed area.

(d) The decision of the municipal governing bodies shall be final unless suit is brought in the chancery court of the appropriate county within thirty (30) days after passage of the ordinance to review the mutual actions of the governing bodies.

(e) (1) As soon as the ordinance proposing the detachment and annexation is final, the territory shall be deemed and taken to be a part and parcel of the limits of the city or town annexing it, and the inhabitants residing therein shall have and enjoy all the rights and privileges of the inhabitants within the original limits of the city or town.

(2) The governing body of the annexing city or town shall direct the municipal clerk or recorder to duly certify one (1) copy of the plat of the annexed territory and one (1) copy of the proposing ordinance as adopted by both governing bodies to the county clerk.

(3) The clerk shall forward a copy of each document to the Secretary of State, who shall file and preserve them.

History. Acts 1999, No. 988, § 1.



Message

Page 1 of 1

Joey Lockard

From: Brian Hubbard [BrianHubbard@cityoffarmington-ar.gov]
Sent: Tuesday, December 02, 2008 3:33 PM
To: 'Joey Lockard'
Subject: RE: Tennant Parcel #765-16159-900

MR. LOCKARD,

THE PARCEL OF LAND THAT YOU ARE SPEAKING ABOUT LIES AROUND GOOSECREEK RD. AND HARMON RD. WITH PART OF GOOSECREEK RD. ALREADY IN THE CITY LIMITS, WE PATROL THAT AREA FREQUENTLY. IF WE ARE NOT RESPONDING TO CALLS, WE ARE RUNNING RADAR OR JUST DRIVING THROUGH GOOSECREEK TO ACCESS OTHER PARTS OF THE CITY. IF THIS PARCEL OF LAND IS ANNEXED INTO THE CITY, THEN POLICE COVERAGE WOULD BE PROMPT. I THINK WE PATROL THAT STRETCH OF ROAD MORE THAN FAYETTEVILLE OR WASHINGTON COUNTY. I HOPE THIS LETTER HELPS IN REGARDS TO YOUR REQUEST. IF I NEED TO SEND SOMETHING IN LETTER FORM WITH MY SIGNATURE, JUST LET ME KNOW.

From: Joey Lockard [mailto:joeylockard@cox.net]
Sent: Tuesday, December 02, 2008 3:18 PM
To: brianhubbard@cityoffarmington-ar.gov
Subject: Tennant Parcel #765-16159-900

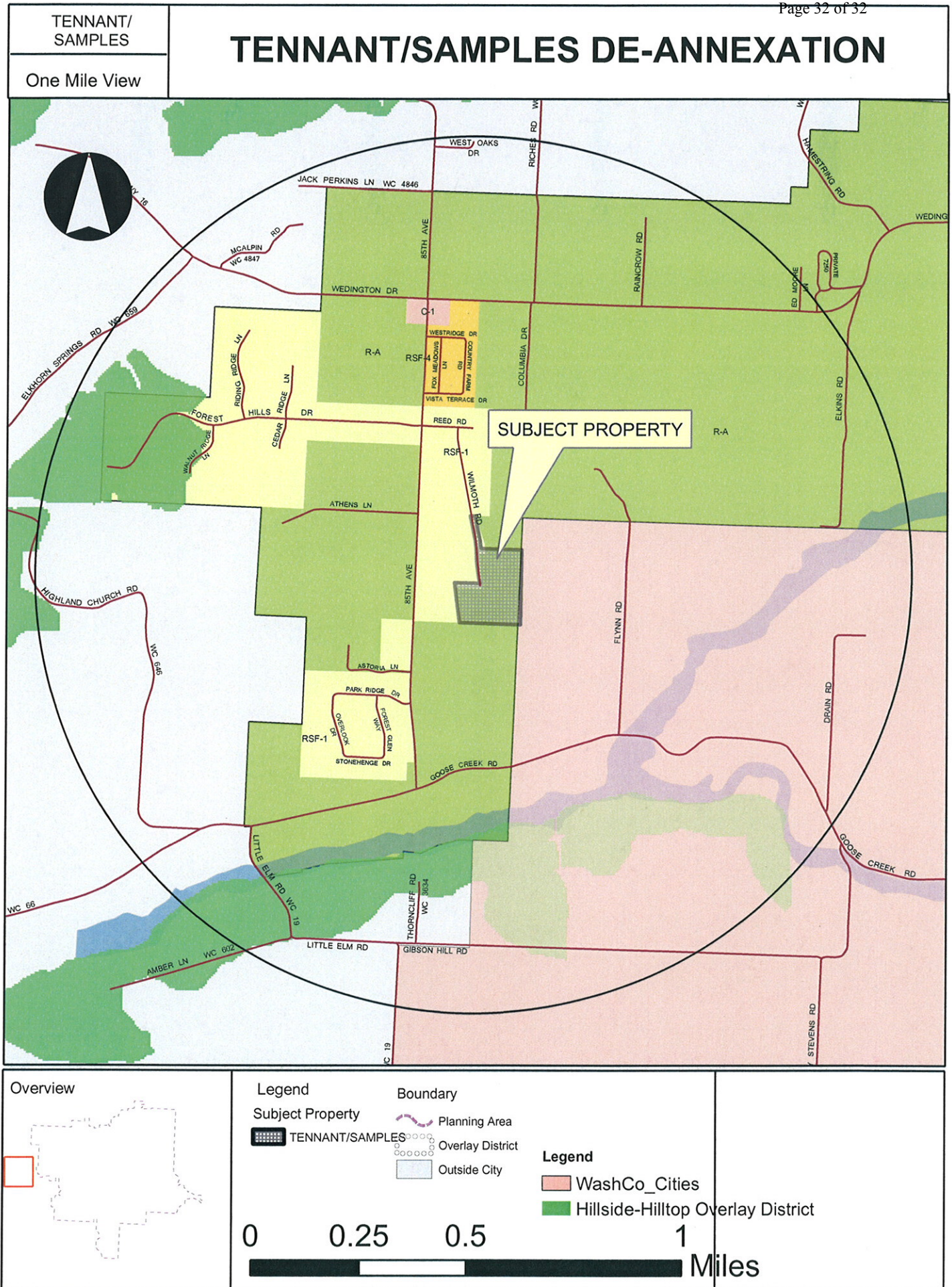
Mr. Hubbard,

We spoke on the phone a couple weeks ago about the Tennant property I am assisting Steve Davis in annexing into Farmington. I know you have told me that you already patrol this area due to it's location and where your officers turn around. I was hoping you could send me something in writing that I might attach to our proposal to that same extent. I greatly appreciate your assistance in this matter.

Joey Lockard

Davis Business Planning
PO Box 3381
Fayetteville, AR 72702

12/2/2008



City of Fayetteville Staff Review Form

D. 4
2009 Water and Sewer
Revenue Bonds
Page 1 of 10

City Council Agenda Items
and
Contracts, Leases or Agreements

4-21-2009
City Council Meeting Date
Agenda Items Only

Paul Becker

Submitted By

Division

Finance and Internal Services

Department

Action Required:

Approval of bond ordinance authorizing the issuance of Water and Sewer Revenue Bonds, Series 2009, in an amount not to exceed \$8,500,000.

Cost of this request	\$ -	Category / Project Budget	Program Category / Project Name
Account Number	\$ -	Funds Used to Date	Program / Project Category Name
Project Number	\$ -	Remaining Balance	Fund Name
Budgeted Item ☐		Budget Adjustment Attached ☐	

Paul A. Becker 4-7-2009
Department Director Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

D. P. White 4/7/09
City Attorney Date

Paul A. Becker 4-8-2009
Finance and Internal Services Director Date

Received in City
Clerk's OfficeENTERED
4/7/09

USM

Don Man 4/9/09
Chief of Staff Date

Received in
Mayor's OfficeENTERED
4/8/09

PJA

Lionel Jordan 4/8/09
Mayor Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Lioneld Jordan and Fayetteville City Council

From: Paul Becker, Finance Director

Date: April 7, 2009

Subject: Bond Ordinance-Approval of Bond Ordinance Authorizing the Issuance of Water and Sewer Revenue Bonds, Series 2009, in an amount not to exceed \$8,500,000.

Recommendation

Staff recommends approval of the ordinance to move forward with the bond issue to fund water and sewer projects as described below.

Discussion & Budget

Approval of the ordinance will authorize the Mayor to execute necessary documents to issue bonds to be repaid by water and sewer receipts. The maximum authorized in the ordinance will be \$8,500,000. The project will consist of various water and sewer system improvements, including but not limited to the relocation, installation and upgrading of certain water distribution and collection system lines and other related components in conjunction with road construction projects within the City including specifically the widening of State Highway 265. The cost of this project is presently expected to be approximately \$7,500,000.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$8,500,000 OF WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2009, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM; AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE SERIES 2009 BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE SERIES 2009 BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2009 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Fayetteville, Arkansas (the "City"), a city of the first class, presently owns and operates a public water and sewer utility system (the "System") serving the residents of the City and its environs; 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 (1998 Repl. & 2005 Supp.) Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), to issue and sell its water and sewer revenue bonds and to expend the proceeds thereof to finance the costs of acquisition, construction, equipping, improving, maintaining, operating and repairing the System; and

WHEREAS, pursuant to the provisions of Ordinance No. 4381 of the City, adopted and approved on March 19, 2002, the City has previously issued its Water and Sewer System Refunding Revenue Bonds, Series 2002A and Series 2002B (collectively, the "Series 2002 Bonds"), in the original principal amount of \$9,270,000, for the purpose of refunding outstanding bonds of the City previously issued to finance and refinance the cost of improvements to the System; and

WHEREAS, pursuant to the provisions of Ordinance No. 4554 of the City, adopted and approved on April 6, 2004, the City has previously issued its Water and Sewer System Refunding Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), in the original principal amount of \$6,090,000, for the purpose of refunding outstanding bonds of the City previously issued to finance and refinance the cost of improvements to the System; and

WHEREAS, in accordance with the provisions of the Authorizing Legislation, the City has determined to issue its Water and Sewer System Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), in the aggregate principal amount of not to exceed \$8,500,000 for the purpose of (i) financing and reimbursing the costs of various improvements to the System, including, but not limited to, the relocation, installation and upgrading of certain water distribution and sewer collection lines and other related System components in conjunction with road construction projects within the City (the "Project"), (ii) establishing a debt service reserve for the Series 2009 Bonds, (iii) paying the premium for bond insurance, if deemed economically beneficial, and (iv) paying printing, underwriting, legal and other expenses incidental to the issuance of the Series 2009 Bonds; and

WHEREAS, an open public hearing on the question of the issuance of the Series 2009 Bonds has been held before the City Council of the City on April 21, 2009, following publication of notice thereof in the *Northwest Arkansas Times* on March 27, 2009; and

WHEREAS, the City has determined to issue and secure the Series 2009 Bonds on a parity basis with its outstanding Series 2002 Bonds and Series 2004 Bonds pursuant to that certain Trust Indenture dated as of May 1, 2002, as amended and supplemented by that First Supplemental Trust Indenture dated as of May 1, 2004 (as amended and supplemented, the "Original Indenture"), by and between the City and the Bank of Oklahoma, N.A., Tulsa, Oklahoma, as trustee (the "Trustee"), as such Original Indenture may be amended and supplemented pursuant to a Second Supplemental Trust Indenture (the "Second Supplemental Indenture"), by and between the City and the Trustee, a form of which Second Supplemental Indenture has been presented to and is before this meeting; and

WHEREAS, the City proposes to enter into a Bond Purchase Agreement (the "Bond Purchase Agreement") in substantially the form presented to and before this meeting, with Stephens Inc., Fayetteville, Arkansas (the "Underwriter"), providing for the sale of the Series 2009 Bonds.

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

Section 1: Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of Arkansas and the Authorizing Legislation, there is hereby authorized the issuance of bonds of the City to be designated as "Water and Sewer System Revenue Bonds, Series 2009" (the "Series 2009 Bonds"). The Series 2009 Bonds shall be issued in the original aggregate principal amount of not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000), shall mature not later than December 31, 2021, and shall bear interest at the rates specified in the Bond Purchase Agreement. The average yield on the Series 2009 Bonds as a whole shall not exceed 4.75% per annum. The proceeds of the Series 2009 Bonds will be utilized, along with other available moneys, to finance the costs of the Project, to establish a debt service reserve for the Series 2009 Bonds, to pay the premium for

bond insurance, if deemed economically beneficial, and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Series 2009 Bonds. The Series 2009 Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Original Indenture, as amended and supplemented by the Second Supplemental Indenture. The Series 2009 Bonds shall be issued and secured by net revenues of the System on a parity basis with the pledge of net revenues securing the outstanding Series 2002 Bonds and Series 2004 Bonds.

The Mayor is hereby authorized and directed to execute and deliver the Series 2009 Bonds in substantially the form thereof contained in the Second Supplemental Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2009 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2009 Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriter, and Kutak Rock LLP, Little Rock, Arkansas ("Bond Counsel"), in order to complete the Series 2009 Bonds in substantially the form contained in the Second Supplemental Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Series 2009 Bonds, their execution to constitute conclusive evidence of such approval.

Section 2: To prescribe the terms and conditions upon which the Series 2009 Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge the Second Supplemental Trust Indenture (the "Second Supplemental Indenture"), by and between the City and the Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Second Supplemental Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Second Supplemental Indenture to be accepted, executed and acknowledged by the Trustee. The Second Supplemental Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of System net revenues to the Series 2009 Bonds and the terms of the Series 2009 Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Second Supplemental Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Second Supplemental Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Second Supplemental Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 3: There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Series 2009 Bonds. The Preliminary Official Statement is hereby "deemed final" by the City within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official Statement is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement," and the Mayor is hereby authorized

to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes as shall be approved by such persons, the Mayor's execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 4: In order to prescribe the terms and conditions upon which the Series 2009 Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the "Bond Purchase Agreement"), by and between the City and the Underwriter, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 5: In order to provide for continuing disclosure of certain financial and operating information with respect to the City and the System in compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the "Continuing Disclosure Agreement"), by and between the City and the Trustee, and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Trustee. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6: In order to secure lower interest rates on the Series 2009 Bonds, the Underwriter has proposed that the City consider the purchase of a policy of bond insurance with a portion of the proceeds of the Series 2009 Bonds, which policy would guarantee the payment of the principal of and interest on the Series 2009 Bonds when due. If deemed economically advantageous by the Mayor, upon the advice of the Underwriter, the Mayor is hereby authorized to execute an insurance commitment and to do any and all things necessary to accomplish the delivery of a bond insurance policy with respect to the Series 2009 Bonds.

Section 7: The rates for System Water Services enacted pursuant to Ordinance No. 5123, adopted and approved on April 1, 2008, and the rates for System Sewer Services enacted pursuant to Ordinance No. 5129, adopted and approved on April 15, 2008, are hereby ratified and confirmed.

Section 8: 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 2009 Bonds and to effect the execution and delivery of the Second Supplemental Indenture, the Bond Purchase Agreement, the Official Statement, the Continuing Disclosure Agreement and a Tax Regulatory Agreement relating to the tax exemption of interest on the Series 2009 Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the 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 9: The Series 2009 Bonds are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City hereby represents and covenants that the aggregate principal amount of its tax-exempt obligations (excluding "private activity bonds" within the meaning of Section 141 of the Code), including those of its subordinate entities, issued in calendar year 2009 will not exceed \$30,000,000.

Section 10: 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 2009 Bonds.

Section 11: 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 12: All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this 21st day of April, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Arkansas Democrat Gazette
NORTHWEST ARKANSAS EDITION

Northwest Arkansas Times
Benton County Daily Record
P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6421

RECEIVED

APR 01 2009

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

AFFIDAVIT OF PUBLICATION

I, Cathy Wiles, do solemnly swear that I am Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of: City of Fayetteville Public Notice

March 27, 2009

Publication Charge : \$43.04

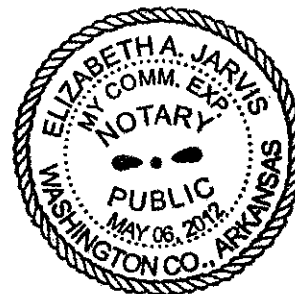
Signed: Cathy Wiles

Subscribed and sworn to before me
This 31 day of March, 2009.

Notary Public Elizabeth A. Jarvis

My Commission Expires: May 6, 2012

Do not pay from Affidavit, an invoice will be sent



RECEIVED

APR 01 2009

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Public Hearing Notice

Notice is hereby given that a Public Hearing on the question of the issuance of the Series 2009 Water and Sewer Revenue Bonds in the approximate amount of \$8.5 million has been scheduled before the City Council of the City of Fayetteville for April 7, 2009 at 6:00 pm in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

Fayetteville
ARKANSAS

The proceeds of the proposed Bonds will be used (i) to finance and reimburse the costs of various improvements to the System, including, but not limited to, the relocation, installation and upgrading of certain water distribution and sewer collection lines and related System components in conjunction with road construction projects within the City (including the widening of State Highway 265), (ii) to fund a debt service reserve, (iii) to pay the premium for bond insurance, if deemed economically beneficial, and (iv) to pay the costs of issuing the Bonds.

Agenda Session Meeting 4-14-09

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 21, 2009**

A meeting of the Fayetteville City Council will be held on April 21, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Agenda Session Presentations:

1. Economic Summit Update – Don Marr, Chief of Staff

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

A. Consent:

- ✓ 1. Approval of the April 7, 2009 City Council meeting minutes.
- ✓ 2. **Bid # 09-27 Landers McLarty Ford:** A resolution to award a bid to Landers McLarty Ford in the amount of \$18,150.75 for the purchase of one 2009 Ford Ranger 4x4 Super Cab pickup truck.
- ✓ 3. **Bid # 09-28 Landers McLarty Ford:** A resolution to award a bid to Landers McLarty Ford in the amount of \$15,041.75 for the purchase of one Ford Ranger pickup.

4. **Bid # 09-29 Lewis Ford Sales:** A resolution to approve the purchase of two cab and chassis utility body trucks from low bidder Lewis Ford Sales in a total amount of \$91,962.00.
5. **Ground Zero Construction, Inc.:** A resolution to award to the low bidder, Ground Zero Construction, Inc. a contract for construction of drainage improvements and sidewalks for Missouri Creek and Rolling Hills Drive in the amount of \$135,018.00 plus a contingency in the amount of \$20,252.00.
6. **Kid's ID Print Program:** A resolution to thank Sam's Club for its \$1,000.00 contribution to fund the Kid's ID Print Program, to accept this grant and to approve a budget adjustment to recognize this revenue.
7. **State Forfeiture Revenue:** A resolution to approve a budget adjustment in the amount of \$21,118.00 to recognize state forfeiture revenue derived primarily from the Fourth Judicial Task Force and DEA.
8. **Federal Forfeiture Revenue:** A resolution to approve a budget adjustment to recognize \$812.00 in revenue as the result of federal forfeitures by the Fourth Judicial Task Force and DEA.
9. **Bronze Sculpture Manhole Cover Donation:** A resolution to thank Hershey and Denise Garner and to accept their donated sculptured bronze manhole cover for a storm sewer at the Blair Library.
10. **EPA Wetlands Program Development Grant:** A resolution authorizing the Mayor to apply for an EPA Region 6 Wetland Program Development Grant in the amount of \$250,000.00 for a stream restoration project through Sweetbriar Park and surrounding areas.

B. Unfinished Business:

1. **RZN 08-3084 (Candlelight Place):** An ordinance rezoning that property described in rezoning petition RZN 08-3084, for approximately 0.94 acres, located at the southeast corner of Gregg Avenue and Ash Street from RSF-4, Residential Single-Family, 4 units per acre, to RMF-24, Residential Multi-Family, 24 units per acre. *This ordinance was left on the First Reading at the October 21, 2008 City Council meeting and Tabled to the November 6, 2008 City Council meeting. This ordinance was left on the Second Reading at the November 6, 2008 City Council meeting and Tabled Indefinitely.*

This ordinance was left on the Third Reading at the March 3, 2009 City Council meeting and Tabled to the April 21, 2009 City Council meeting.

2. **Fayette Junction Master Plan:** A resolution to adopt the Fayette Junction Master Plan vision document and Illustrative Master Plan.

This resolution was Tabled at the April 7, 2009 City Council meeting to the April 21, 2009 City Council meeting.

Kit has additional information

3. **ADM 09-3219 Amend Chapter 166:** An ordinance amending the Unified Development Code subsection 166.12: Structures Not Allowed Over Public Easements, to clarify what types of structures are permitted in easements, and to establish consistent guidelines for the installation of structures in easements.

This ordinance was left on the Second Reading at the April 7, 2009 City Council meeting.

C. Public Hearing:

- ✓ **Ozark Theatre Limited Partnership Condemnation:** A resolution to authorize the City Attorney to seek condemnation of property at 70 North College Avenue owned by Ozark Theatre Limited Partnership.

D. New Business:

- ✓ **Child Abuse Prevention Month:** A resolution declaring April to be "Child Abuse Prevention Month" in the City of Fayetteville.
- ✓ **Arkansas Western Gas Company:** A resolution to approve and certify the participation of Arkansas Western Gas Company in the Arkansas tax back program and to agree to authorize DF&A to refund city sales tax back to Arkansas Western Gas Company.
- ✓ **Tennant/Samples De-annexation:** An ordinance concurring with Farmington ordinance No. 2009-05, providing for the voluntary detachment of certain lands from the City of Fayetteville, and attaching said lands to the City of Farmington.
- ✓ **2009 Water and Sewer Revenue Bonds:** An ordinance authorizing the issuance and sale of not to exceed \$8,500,000 of Water and Sewer System Revenue Bonds, Series 2009, by the City of Fayetteville, Arkansas for the purpose of financing improvements to the City's Water and Sewer System; authorizing the execution and delivery of a second supplemental trust indenture pursuant to which the Series 2009 Bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the Series 2009 Bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the Series 2009 Bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

Agenda Additions:

*Add: James Lee Witt Associates Contract
Social Media Communication*

Announcements:

1. **City Council Tour:** ~~April 20, 2009~~ *NONE*

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

Pre-Agenda Meeting

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
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Tentative Agenda City of Fayetteville Arkansas City Council Meeting April 21, 2009

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10. **EPA Wetlands Program Development Grant:** A resolution authorizing the Mayor to apply for an EPA Region 6 Wetland Program Development Grant in the amount of \$250,000.00 for a stream restoration project through Sweetbriar Park and surrounding areas.

B. Unfinished Business:

1. **RZN 08-3084 (Candlelight Place):** An ordinance rezoning that property described in rezoning petition RZN 08-3084, for approximately 0.94 acres, located at the southeast corner of Gregg Avenue and Ash Street from RSF-4, Residential Single-Family, 4 units per acre, to RMF-24, Residential Multi-Family, 24 units per acre. *This ordinance was left on the First Reading at the October 21, 2008 City Council meeting and Tabled to the November 6, 2008 City Council meeting. This ordinance was left on the Second Reading at the November 6, 2008 City Council meeting and Tabled Indefinitely.*

This ordinance was left on the Third Reading at the March 3, 2009 City Council meeting and Tabled to the April 21, 2009 City Council meeting.

2. **Fayette Junction Master Plan:** A resolution to adopt the Fayette Junction Master Plan vision document and Illustrative Master Plan.

This resolution was Tabled at the April 7, 2009 City Council meeting to the April 21, 2009 City Council meeting.

3. **ADM 09-3219 Amend Chapter 166:** An ordinance amending the Unified Development Code subsection 166.12: Structures Not Allowed Over Public Easements, to clarify what types of structures are permitted in easements, and to establish consistent guidelines for the installation of structures in easements.

This ordinance was left on the Second Reading at the April 7, 2009 City Council meeting.

C. Public Hearing:

- (New Memo)
1. **Ozark Theatre Limited Partnership Condemnation:** A resolution to authorize the City Attorney to seek condemnation of property at 70 North College Avenue owned by Ozark Theatre Limited Partnership.

D. New Business:

1. **Child Abuse Prevention Month:** A resolution declaring April to be "Child Abuse Prevention Month" in the City of Fayetteville.
2. **Arkansas Western Gas Company:** A resolution to approve and certify the participation of Arkansas Western Gas Company in the Arkansas tax back program and to agree to authorize DF&A to refund city sales tax back to Arkansas Western Gas Company.
3. **Tennant/Samples De-annexation:** An ordinance concurring with Farmington ordinance No. 2009-05, providing for the voluntary detachment of certain lands from the City of Fayetteville, and attaching said lands to the City of Farmington.
4. **2009 Water and Sewer Revenue Bonds:** An ordinance authorizing the issuance and sale of not to exceed \$8,500,000 of Water and Sewer System Revenue Bonds, Series 2009, by the City of Fayetteville, Arkansas for the purpose of financing improvements to the City's Water and Sewer System; authorizing the execution and delivery of a second supplemental trust indenture pursuant to which the Series 2009 Bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the Series 2009 Bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the Series 2009 Bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

Agenda Additions:

Announcements:

1. **City Council Tour: April 20, 2009**

Adjournment:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor

THRU: **Kit Williams**, City Attorney
Sondra Smith, City Clerk

FROM: **David Whitaker**, Assistant City Attorney

DATE: **April 22, 2009**

RE: **Resolutions prepared by the City Attorney's Office and passed at the City Council meeting of April 21, 2009**

1. **Bid #09-27 Landers McLarty Ford:** A resolution to award a bid to Landers McLarty Ford in the amount of \$18,150.75 for the purchase of one 2009 Ford Ranger 4x4 Super Cab Pickup Truck;
2. **Bid #09-28 Landers McLarty Ford:** A resolution to award a bid to Landers McLarty Ford in the amount of \$15,041.75 for the purchase of one Ford Ranger Pickup;
3. **Bid #09-29 Lewis Ford Sales:** A resolution to approve the purchase of two cab and chassis utility body trucks from low bidder Lewis Ford Sales in a total amount of \$91,962.00;
4. **Ground Zero Construction, Inc.:** A resolution to award to the low bidder, Ground Zero Construction, Inc. a contract for construction of drainage improvements and sidewalks for Missouri Creek and Rolling Hills Drive in the amount of \$135,018.00 plus a contingency in the amount of \$20,252.00;
5. **Kid's ID Print Program:** A resolution to thank Sam's Club for its \$1,000.00 contribution to fund the Kid's ID Print Program, to accept this grant and to approve a budget adjustment to recognize this revenue;

- 6. State Forfeiture Revenue:** A resolution to approve a budget adjustment in the amount of \$21,118.00 to recognize State Forfeiture Revenue derived primarily from the Fourth Judicial Task Force and DEA;
- 7. Federal Forfeiture Revenue:** A resolution to approve a budget adjustment in the amount of \$812.00 in revenue as the result of Federal Forfeitures by the Fourth Judicial Task Force and DEA;
- 8. Bronze Sculpture Manhole Cover Donation:** A resolution to thank Hershey and Denise Garner and to accept their donated Sculptured Bronze Manhole Cover for a storm sewer at the Blair Library;
- 9. EPA Wetlands Program Development Grant:** A resolution authorizing the Mayor to apply for an EPA Region 6 Wetland Program Development Grant in the amount of \$250,000.00 for a stream restoration project through Sweetbriar Park and surrounding areas;
- 10. Ozark Theatre Limited Partnership Condemnation:** A resolution to authorize the City Attorney to seek condemnation of property at 70 North College Avenue owned by Ozark Theatre Limited Partnership;
- 11. Child Abuse Prevention Month:** A resolution declaring April to be "Child Abuse Prevention Month" in the City of Fayetteville;
- 12. Arkansas Western Gas Company:** A resolution to approve and certify the participation of Arkansas Western Gas Company in the Arkansas Tax Back Program and to agree to authorize DF&A to refund City Sales Tax back to Arkansas Western Gas Company;
- 13. Tennant/Samples De-annexation:** An Ordinance concurring with Farmington Ordinance No. 2009-05, providing for the voluntary detachment of certain lands from the City of Fayetteville, and attaching said lands to the City of Farmington;
- 14. James Lee Witt Associates Contract:** A resolution approving a contract with James Lee Witt Associates, a part of Global Options, Inc. in the amount of \$78,000.00 to provide Federal Legislation Consulting Services to the City of Fayetteville;

15. 2009 Water and Sewer Revenue Bonds: An Ordinance authorizing the issuance and sale of not to exceed \$8,500,000 of Water and Sewer System Revenue Bonds, Series 2009, by the City of Fayetteville, Arkansas for the purpose of financing improvements to the city's water and sewer system; authorizing the execution and delivery of a second supplemental trust indenture pursuant to which the Series 2009 bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the Series 2009 bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the Series 2009 bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

Lisa Branson - (no subject)

From: <Vlmcdaniel03@aol.com>
To: <lbranson@ci.fayetteville.ar.us>
Date: 4/7/2009 9:45 AM
Subject: (no subject)

This is a request to table RZN 08-3084 (Candlelight Place, LLC) until the June 16th City Council meeting. We are scheduled for April 19 at this time. Would like to move.

Please let me know if this is OK.

Thanks,

Pat McGowan
Member, Candlelight Place, LLC

Feeling the pinch at the grocery store? Make dinner for \$10 or less.