Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
November 1, 2011

A meeting of the Fayetteville City Council will be held on November 1, 2011 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:

City Council Meeting Presentations, Reports and Discussion Items:

1. Award Presentation- National Council for Public-Private Partnerships recognition of the City of Fayetteville, Ark., and CH2M HILL with a Public-Private Partnership Sustainability Awards –Richard Norment NCPPP representative

Agenda Additions:

A. Consent:

1. Approval of the October 18, 2011 City Council meeting minutes. **APPROVED**

2. **2012 Chevrolet Colorado 4X4:** A resolution approving a budget adjustment in the amount of $19,950.00 to fund the purchase of a 2012 Chevrolet Colorado 4X4 pickup truck by the Fleet Operations Division.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 185-11

3. **Snow Plow and Spreader:** A resolution approving a budget adjustment in the amount of $48,000.00 to fund the purchase of snow plow and spreader attachments for existing vehicles by the Fleet Operations Division.

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4. **Mt. Sequoyah Center, Inc.:** A resolution amending Resolution No. 140-11 and approving a participation and unsecured loan agreement with Mount Sequoyah Center, Inc. to perform energy retrofit services in the amount of $164,536.68 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 187-11

5. **Bid #11-23 Schefers Roofing Company:** A resolution approving an agreement in the amount of $43,536.00 with Schefers Roofing Company, pursuant to Bid #11-23, for the installation of roofing as part of the Mount Sequoyah Center, Inc. Community Revolving Loan Fund for Energy Efficiency Agreement.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 188-11

6. **Bid #11-62 Wyatt Contracting, Inc.:** A resolution awarding Bid #11-62 and approving a contract with Wyatt Contracting, Inc. in the amount of $59,530.00 for the construction of a Lake Sequoyah boat ramp and courtesy dock, approving a ten percent (10%) project contingency, and approving a budget adjustment.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 189-11

7. **Fire Station No. 3:** A resolution approving a settlement agreement between the City, Heckathorn Construction Company, Inc., Don Spann AIA Architect, and Batson Bravo Engineering related to mold remediation and repairs completed at Fire Station No. 3, and approving a budget adjustment in the amount of $12,170.00.

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8. **McGoodwin, Williams & Yates:** A resolution approving a contract with McGoodwin, Williams & Yates in the amount of $105,000.00 for engineering and design of the Broyles Avenue recycling drop off and education facility, and approving a five percent (5%) contingency.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 191-11

9. **Arkansas State Highway and Transportation Department:** A resolution approving a budget adjustment in the amount of $596,957.75 recognizing revenue from the Arkansas State Highway and Transportation Department for water and sewer relocations related to the widening of State Highway 265 (Crossover Road) between Mission Boulevard and Joyce Boulevard.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 192-11

B. Public Hearing:

1. **Parking Revenue Improvement Bonds** a discussion about the advisability of issuing parking revenue improvement bonds to finance the construction of an Entertainment District parking deck.

   PUBLIC HEARING WAS OPENED,CONDUCTED AND CLOSED.

C. Unfinished Business: None

D. New Business:

1. **Parking Revenue Improvement Bonds:** An ordinance authorizing the issuance and sale of not to exceed $6,500,000 of Parking Revenue Improvement Bonds by the City of Fayetteville, Arkansas for the purpose of financing all or a portion of the costs of acquisition, construction and equipping of a parking deck facility, authorizing the execution and delivery of a trust indenture pursuant to which the bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

   THIS ITEM WAS LEFT ON THE FIRST READING.

2. **Parking Revenue Fund:** An ordinance establishing a Parking Revenue Fund and restricting expenditures therefrom.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5455

3. **Sales Tax Capital Fund:** An ordnance to enact §34.09 Sales Tax Capital Fund of the Code of Fayetteville.

   THIS ITEM WAS LEFT ON THE SECOND READING.

4. **VAC 11-3944 (3670 N. Lalique Lane/VPR Investments):** An ordinance approving VAC 11-3944 submitted by Bates and Associates for property located at 3670 Lalique Lane to vacate a utility easement, a total of 150.15 square feet.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5456

5. **Amend Rules of Order and Procedure:** A resolution to amend the Rules of Order and Procedure of the Fayetteville City Council to clarify the procedure of presenting agenda items during City Council meetings.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 193-11

6. **AT&T U-verse Agreement:** A resolution to approve a five year renewal of the AT&T U-verse Agreement.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 194-11

City Council Tour:

Announcements:

Adjournment: 8:45 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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City Council Meeting: **November 1, 2011** **Adjourn:** 8:45 p.m.

Subject:	**Roll**				
	Ferrell	✓			
	Adams	✓			
	Lewis	Absent			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan	✓			

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Mayor Jordan				

City Council Meeting: **November 1, 2011**

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Boudreaux			
Seconded:		Tennant			
Minutes approved	**Ferrell**	✓			
	Adams	✓			
	Lewis	absent			
passed	**Gray**	✓			
	Boudreaux	✓			
185-11	**Kinion**	✓			
thru	**Petty**	✓			
	Tennant	✓			
192-11	**Mayor Jordan**				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Mayor Jordan				

City Council Meeting: **November 1, 2011**

Subject:	**Parking Revenue Improvement Bonds**				
Motion To:		Public	Hearing was	opened	
Motion By:					
Seconded:		Public	Hearing was	conducted	
B. 1	**Ferrell**				
Public Hearing	**Adams**	Public	Hearing was	closed	
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Mayor Jordan				

City Council Meeting: **November 1, 2011**

Subject:	**None**				
Motion To:					
Motion By:					
Seconded:					
C. 1 Unfinished Business	**Ferrell**				
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Mayor Jordan				

City Council Meeting: **November 1, 2011**

Subject:	**Parking Revenue Improvement Bonds**				
Motion To:					
Motion By:					
Seconded:					
D. 1 New Business Left On the First Reading	**Ferrell**				
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Mayor Jordan				

Subject:	**Parking Revenue Fund**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Petty	Petty		
Seconded:		Gray	Adams		
D. 2 New Business passed 5455	**Ferrell**	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	absent	absent	absent	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

City Council Meeting: **November 1, 2011**

Subject:	**Sales Tax Capital Fund**				
Motion To:		2nd Read			
Motion By:		Ferrell			
Seconded:		Tennant			
D. 3 New Business	**Ferrell**	✓			
	Adams	✓			
	Lewis	absent			
	Gray	✓			
	Boudreaux	✓			
Left on the Second Reading	**Kinion**	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan				
		7-0			

Subject:	**VAC 11-3944 (3670 N. Lalique Lane/VPR Investments)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Gray		
Seconded:		Gray	Ferrell		
D. 4 New Business	**Ferrell**	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	absent	absent	absent	
	Gray	✓	✓	✓	
passed	**Boudreaux**	✓	✓	✓	
	Kinion	✓	✓	✓	
5456	**Petty**	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

City Council Meeting: **November 1, 2011**

Subject:	**Amend Rules of Order and Procedure**				
Motion To:		Pass			
Motion By:		Ferrell			
Seconded:		Petty			
D. 5 New Business	**Ferrell**	✓			
	Adams	✓			
	Lewis	Absent			
	Gray	✓			
passed	**Boudreaux**	✓			
	Kinion	✓			
193-11	**Petty**	✓			
	Tennant	✓			
	Mayor Jordan				

7-0

Subject:	**AT&T U-verse Agreement**				
Motion To:		Pass			
Motion By:		Boudreaux			
Seconded:		Gray			
D. 6 New Business	**Ferrell**	✓			
	Adams	✓			
	Lewis	Absent			
	Gray	✓			
passed	**Boudreaux**	✓			
	Kinion	✓			
194-11	**Petty**	N			
	Tennant	✓			
	Mayor Jordan				

6-1

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney
Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **November 2, 2011**

RE: **Amended Memo: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of November 1, 2011**

1. **2012 Chevrolet Colorado 4x4:** A resolution approving a budget adjustment in the amount of $19,950.00 to fund the purchase of a 2012 Chevrolet Colorado 4x4 pickup truck by the Fleet Operations Division.

2. **Snow Plow & Spreader:** A resolution approving a budget adjustment in the amount of $48,000.00 to fund the purchase of a snow plow and spreader attachments for existing vehicles by the Fleet Operations Division.

3. **Mt. Sequoyah Center, Inc.:** A resolution amending Resolution #140-11 and approving a participation and unsecured loan agreement with Mount Sequoyah Center, Inc. to perform energy retrofit services in the amount of $164,536.68 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

4. **Bid #11-23 Schefers Roofing Company:** A resolution approving an agreement in the amount of $43,536.00 with Schefers Roofing Company, pursuant to Bid No. 11-23, for the installation of roofing as part of the Mount Sequoyah Center, Inc. Community Revolving Loan Fund for Energy Efficiency Agreement.

5. **Bid #11-62 Wyatt Contracting, Inc.:** A resolution awarding Bid No. 11-62 and approving a contract with Wyatt Contracting, Inc. in the amount of $59,530.00 for the construction of a Lake Sequoyah Boat Ramp and Courtesy Dock, approving a 10% project contingency, and approving a budget adjustment.

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9. **Parking Revenue Fund:** An ordinance establishing a parking revenue fund and restricting expenditures therefrom.

10. **Amended Rules of Order and Procedure:** A resolution to amend the Rules of Order and Procedure of the Fayetteville City Council to clarify the procedure of presenting agenda items during City Council meetings.

11. **AT&T U-verse Agreement:** A resolution to approve a five year renewal of the AT&T U-verse Agreement.

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

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City Council Meeting
November 1, 2011

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Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

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Agenda Additions:

A. Consent:

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Announcements:

Adjournment:

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Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and Members of the Fayetteville City Council

Thru: Don Marr, Chief of Staff

From: Paul A Becker, Finance Director

Date: October 13, 2011

Subject: Request Approval of a Bond Ordinance Authorizing the Issuance of Parking Revenue Bonds

Recommendation:
Staff recommends the approval of a Parking Revenue Bond Ordinance in an amount not to exceed a face value of $6,500,000.Sale of the bonds authorized will be repaid with net parking revenues which will be pledged for that purpose. The coverage for calculation for these bonds will be 1.25% average debt service required per year. In order to secure the bonds, it will be necessary for the City to covenant that fees, rents fines, and charges generating Net Parking Revenue, if and when necessary, from time to time, be increased in such a manner as to produce Net Parking Revenue sufficient to equal 1.25% of the annual debt service on bonds outstanding and any amount, if any, required to maintain the debt service reserve requirement. The initial coverage for the amount required is calculated to be 1.4% coverage which should be more than adequate for the near future.

Issues:
The need for additional parking in the Entertainment District has been recognized and discussed for many years. However, no revenue stream was available to the City to provide additional parking space or build a parking facility to accommodate the need for parking. Mayor Jordan brought forward the paid parking program, which the Council subsequently adopted, to address that need. Adoption of this ordinance will provide the necessary funding to proceed with the parking facility project.

BUDGET IMPACT:
Again, the sale of the bonds authorized by this resolution will provide the funding necessary to move forward with the project. The bond sale is expected to net approximately $5,500,000 for the project. The balance of the Amount generated will be needed to meet reserve requirements and pay issuance costs.

Fayetteville
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THE CITY OF FAYETTEVILLE, ARKANSAS
ADMINISTRATION
113 West Mountain
Fayetteville, AR 72701
P (479) 575-8330 F (479) 575-8257

CITY COUNCIL MEMO

TO: Mayor Lioneld Jordan and City Council

FROM: Lindsley Smith, Communication Director

DATE: October 25, 2011

SUBJECT: Five Year Renewal of AT&T Arkansas' Agreement

RECOMMENDATION

Approval of the proposed Agreement between the City of Fayetteville and AT&T Arkansas. As Communication Director for the City of Fayetteville, I recommend renewal of the existing AT&T Arkansas Agreement for a second 5-year term with the provision for added service without cost to the City of Fayetteville Television Center for effective City monitoring of the channels on AT&T U-Verse once the AT&T service builds out to the area of Fayetteville in which the City's Television Center is located.

BACKGROUND

The Agreement with AT&T Arkansas comes up for renewal in December of 2012 when the existing 5-year agreement ends. This current Agreement for review by the Fayetteville City Council is an extension of the existing 5-year agreement with an addition that AT&T agrees to provide free of charge basic video service connection and a set top box enabling the City to receive basic AT&T U-verse TV service at the Television Center for the purpose of monitoring its PEG channel broadcasts.

DISCUSSION

City Attorney Kit Williams and Chief of Staff Don Marr met several times with AT&T representatives in preparing the AT&T Agreement. It was determined that the existing AT&T Agreement has worked well for the City of Fayetteville, and the agreement currently for consideration by the City Council is an extension of that Agreement with added value for the City of Fayetteville.

The agreement was provided to the Telecommunications Board on October 11, 2011, for review before their regularly-scheduled monthly meeting, which was held on October 20, 2011, in City Hall. City Attorney Kit Williams and I presented the agreement item to the Board on October 20. Also, AT&T representative Cathy Foraker was present to address any questions of the Telecommunications Board. The Board voted unanimously in favor of the AT&T Agreement and to send it forward to the City Council for approval. The Agreement has also been approved and signed by AT&T. It, therefore, comes to the City Council with consensus support and no known opposition.

BUDGET IMPACT

The total cost of this Agreement for the City of Fayetteville is $0.

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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City of Fayetteville Arkansas
City Council Meeting Minutes
November 1, 2011

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Mayor Jordan called the meeting to order.

PRESENT: Alderman Gray, Boudreaux, Kinion, Petty, Tennant, Ferrell, Adams, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Lewis

Pledge of Allegiance

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Richard Norment, NCPPP Representative explained the process of selecting a recipient. He presented the award to Mayor Jordan on behalf of the City of Fayetteville and CH2M Hill.

Mayor Jordan recognized and thanked Billy Ammons, Duyen Tran, and David Jurgens. He also thanked the City Council and citizens of Fayetteville for their hard work.

Agenda Additions: None

UNOFFICIAL

Consent:

Approval of the October 18, 2011 City Council meeting minutes.

Approved

2012 Chevrolet Colorado 4X4: A resolution approving a budget adjustment in the amount of $19,950.00 to fund the purchase of a 2012 Chevrolet Colorado 4X4 pickup truck by the Fleet Operations Division.

Resolution 185-11 as recorded in the office of the City Clerk.

Snow Plow and Spreader: A resolution approving a budget adjustment in the amount of $48,000.00 to fund the purchase of snow plow and spreader attachments for existing vehicles by the Fleet Operations Division.

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UNOFFICIAL

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Resolution 192-11 as recorded in the office of the City Clerk.

Alderman Boudreaux moved to approve the Consent Agenda as read. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis was absent.

Public Hearing:

Parking Revenue Improvement Bonds a discussion about the advisability of issuing parking revenue improvement bonds to finance the construction of an Entertainment District parking deck.

Mayor Jordan opened the Public Hearing

Paul Becker, Finance Director gave a brief description of the revenue bonds.

The Pubic Hearing was conducted

Dan Coody, a citizen expressed his concerns with the timing of the bonds and pointed out that it says "issued for 2011" in the ordinance. He questioned if you have that in the ordinance is it still okay to issue them in 2012.

Gordon Wilburn with Kutak Rock: If they are sold next year that representation does not have to be made in an ordinance, you can do it in a closing certificate but we would have to revisit the issue at that point to see if you had that same intent in 2012 and you could make the certification at that point. That section is not necessary if you are not going to sell the bonds this year.

Dan Coody stated one thing we don't want to do is issue bonds and then try to discover where we are going to place it, etc. All these things can add up to a huge amount of money that we are not prepared to spend. He expressed his concerns with the location and the cost.

Alderman Ferrell: Are you suggesting that subterranean excavation and construction is cheaper than going another route?

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Dan Coody: I might suggest that but you might ask the Engineer.

Mayor Jordan: What about the trees that we have in the existing parking lot?

Dan Coody explained how the existing trees could be preserved.

Rick Alexander, a citizen expressed his concerns with the affect this would have on the surrounding property.

Terri Trotter with the Walton Arts Center spoke on the parking challenges in the Entertainment District and stated I appreciate you considering this and we look forward to what is in store.

Alderman Kinion: My concern is when we are looking at the current parking situation, if we build on the current Walton Arts Center parking lot, the immediate impact is going to be pretty sizeable. Do you see that as an impact immediately on the programming and would it be expected that if it was an immediate impact on the programming and accessibility that it would follow in the long run?

Terri Trotter: I am not sure that we have the information to answer that question, if it is determined that seems to be the best location, then we are certainly open to discussing how it would work.

Alderman Boudreaux: Has the parking not improved quite a bit since we implemented the paid parking and we don't have the students filling up the main Walton Arts Center lot?

Terri Trotter explained the current parking situation and stated before the show starts we have been filling the lot.

Alderman Boudreaux: If we build it on the Spring Street location, is it a real complaint with people having to walk that far?

Terri Trotter: I don't see it as being an issue from Spring Street. When you start talking about the Washington County deck there are issues there. As close to the Arts Center as it could be would be fantastic.

Alderman Boudreaux: The issue with the shuttle ideas is that everyone wants to leave at the same time.

Randall Russell with Crossland Construction Company spoke on the costs of constructing underground versus above ground.

A discussion followed on the costs per space on this particular location.

Alderman Ferrell: Did we gain any information from the actual excavation that took part for the Walton Arts Center?

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Randall Russell stated we do have access. I have reviewed the as built drawings of the existing lot. He continued to discuss his findings.

Alderman Ferrell: How deep do you have to go to be able to tell where your bedrock is for piers if that is going to be involved?

Randall Russell: In that area of town I have excavated a couple of spots and there is a layer of shell there that is thick and I am not sure it would bear a six story parking deck. It would probably classify as rock.

Mayor Jordan clarified what the topic of discussion currently was.

Alderman Adams: If we enter into a bond purchase agreement, is it possible to bail out and if so what are the consequences?

Paul Becker explained that until we actually decide to sell the bonds they do not go into effect. He described the purchasing process.

Deborah Coody, a citizen asked why wouldn't you take a loan out from the reserve funds rather than taking it out of the parking revenue.

Paul Becker explained the reasoning behind taking the money from the parking revenue.

Deborah Coody stated the location is an issue because if you can net more parking places in one spot over another then you have long term more revenue coming in.

Mayor Jordan: I am not settled on a location one way or another which is an issue that we will discuss.

Alderman Boudreaux: It is my understanding that this committee is going to have more meetings and the public is invited. They will come up with recommendations and at that point it would come to the Council.

Mayor Jordan: The committee is an advisory committee but you all make the final call on this.

Alderman Gray: One question I have received is are we absolutely sure that the best way for us to get the money is to sell the bonds. My question is if we vote tonight to authorize the selling of the bonds, if there seems to be a better way to get the money, at that time are we obligated to do the bonds? Have we explored other places to get the money?

Paul Becker: There are no other sources for funding this other than a stream coming from parking. He spoke on the economic condition of our country today.

Alderman Gray: I was just suggesting that we look some place else to get the money like a bank or something.

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Paul Becker explained the process on getting a construction loan.

Dennis Hunt with Stephens Inc. explained a bond offering.

Alderman Adams: I think that we need to vote to authorize the issuance of these bonds. This seems to me to be a good idea.

Steve Clark, President of the Chamber of Commerce thanked the Council for all that they have done thus far to address parking issues. He stated we ask you to adopt this and authorize the sale of these bonds. We also ask that you commit to, that once they are sold, that is all you will spend.

Dennis Hunt stated we are trying to set a budget in place but if interest rates start sky rocketing it will have an implication and then you will need to decide if we are far enough along that yes we want to go ahead and issue these bonds and lock in our budget to the maximum extent possible.

Mayor Jordan closed the Public Hearing

Unfinished Business: None

New Business:

Parking Revenue Improvement Bonds: An ordinance authorizing the issuance and sale of not to exceed $6,500,000 of Parking Revenue Improvement Bonds by the City of Fayetteville, Arkansas for the purpose of financing all or a portion of the costs of acquisition, construction and equipping of a parking deck facility, authorizing the execution and delivery of a trust indenture pursuant to which the bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

City Attorney Kit Williams read the ordinance.

Alderman Ferrell stated this is the only way that we will have a revenue source where it will not have to come out of another part of our fund because it will generate and pay for itself. I spoke with some business owners and they understood there was a parking problem now and they would support this provided there was a revenue stream to build something. He spoke in favor of the ordinance.

Deborah Coody: asked does this mean that the bonds won't be sold until the City Council approves a location and a design?

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Paul Becker: This authorizes the Mayor and Administration to execute and sell the bonds. The Mayor said he intends to bring that to the Council before we move forward with the project.

Mayor Jordan stated I am trying to set a budget for what we have to work with which is $5.5 million. The total authorization of this is basically giving us permission to do this and then we will decide when we activate those bonds. I really wanted to know if the Council is still in support of the bonds and authorizing the sale of the bonds when we get ready to do that.

Deborah Coody: So what you are saying is that you are not going to have the location and the design hammered out before you sell the bonds?

Mayor Jordan: I think that would be a correct statement.

Deborah Coody: I think that is a mistake.

Alderman Petty: I support the idea of a deck. I would prefer that those bonds are not issued until we have established at least a few conclusions from the public input process. I would request that we leave this on the first reading and have the Administration come forward with a plan for that public input process.

Alderman Ferrell: Do you see this as being done in the next couple of readings because we are vulnerable to the market as far as the rates on the bonds.

Alderman Petty: The only thing that keeps me from authorizing these tonight is I want that process to be outlined.

Dan Coody encouraged the Council to take more time to look at other options. He explained various ideas to create a parking deck.

Mayor Jordan: I am very open minded and by the figures you brought in that is very attractive to me so we should be good.

Alderman Adams: Dan, have you been to some of the committee meetings yet?

Dan Coody: No, not yet.

Mayor Jordan: This is our third.

Dan Coody: No, I haven't been to any of them. He continued to describe other parking decks he has seen and stated if we can't hide it with beauty then let's just hide it all together.

A discussion followed on the cost of the projects.

Paul Becker: If we go for a straight bank loan we have to pay it back in five years. We couldn't borrow near as much money as we could in a revenue bond. That is why the revenue bond is the best alternative.

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David Orr, resident of 1564 West Cedar Street pointed out the need for aesthetics in this project. He expressed his concerns with the height issue of a parking deck.

Matthew Wright, a resident of Ward 4 asked if it doesn't work out whether its aesthetics or price then you just don't go forward with the bond or what happens?

Paul Becker: That is correct, that is what is anticipated.

Alderman Petty: How did we arrive to the figure of $6.5 million?

Paul Becker explained the process of how that figure was reached.

Dennis Hunt further explained the process.

Alderman Petty: Are there any factors in the decision making process that would affect our capacity to borrow in your methodology?

Dennis Hunt: We have not analyzed what the new deck would generate. There are a lot of variables that could influence the future in terms of the number of spaces that would actually be used. What we have looked at is your historic collections over the last twelve month period.

Alderman Petty: We have to set a total price for this project but we don't have all the information to do so now. I want to make sure that the City has the capacity to borrow as much as we can and that is separate from actually using that money.

Paul Becker: Your decision would be made and if you get to the point and you can't build what you want then you just scale back the project or you don't do the project.

Alderman Petty: In the development of that public input process, I think it is really important that we determine what we are going to know from that process, before the bonds get issued so that we can avoid acquiring more debt before we are certain that we will be able to afford the project.

Alderman Boudreaux: That becomes difficult if you don't bid out the projects. I don't know how fine tuned we can really get there.

Mayor Jordan: I am basing it on the revenue that we have brought in and what we can afford to do. I am trying to keep it to where we can afford to bond what we are doing and pay for it.

Alderman Petty: We can at least know what we are going to ask for in the bids before we go out and establish that process.

Mayor Jordan: I leave a lot of this up to your wisdom too and we will bring you back whatever you want to look at.

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Don Marr, Chief of Staff stated the project design goes back to the initial discussion we had with the public in the first 16 meetings. Our bonding capacity doesn't change unless our revenue and interest rate changes. I don't think the capacity of what the revenue will generate will change regardless; the discussion is what will change what you do.

Mayor Jordan: At the end of the day we have $5.5 million.

Alderman Gray: I feel like the place we don't want to be, is going through the borings, looking at the ground, and design and deciding what we really want and then knowing that we can't do it for the money but we have already issued the bonds. Do we have the money to do those preliminary tests and designs?

Paul Becker: You should have the money to be able to do the bonds locally. At that point we would know whether or not the project was feasible.

Alderman Gray: That is what is important for us to know.

Randall Russell: What you have to look at here is our net increase if you want to look at a comparable cost per space. He discussed the design phase and cost.

Steve Clark stated the Chamber of Commerce would never support the increasing of the parking rates. He expressed his concerns regarding increases in the cost.

Alderman Ferrell: Any funds spent up front can be recaptured once it's bought or sold.

Paul Becker: Right, that is in the bond document.

Alderman Ferrell: On a public project like this can we accept funds from philanthropist if someone wanted to donate a large amount of money?

Paul Becker: I certainly don't see why not.

Left on the First Reading

Parking Revenue Fund: An ordinance establishing a Parking Revenue Fund and restricting expenditures there from.

City Attorney Kit Williams read the ordinance.

Paul Becker gave a brief description of the ordinance.

Alderman Petty moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis was absent.

City Attorney Kit Williams read the ordinance.

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Alderman Petty moved to suspend the rules and go to the third and final reading. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Lewis was absent.

Ordinance 5455 as Recorded in the office of the City Clerk

Sales Tax Capital Fund: An ordnance to enact §34.09 Sales Tax Capital Fund of the Code of Fayetteville.

City Attorney Kit Williams read the ordinance.

Paul Becker gave a brief description of the ordinance.

Alderman Ferrell: Can you tell me where it touches on operations and maintenance and capital projects? Does it delineate them by name or is it a general fund?

Paul Becker: It is a general explanation of funds and what it takes to create a fund. It doesn't touch on capital and capital projects.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis was absent.

City Attorney Kit Williams read the ordinance.

Left on the Second Reading

VAC 11-3944 (3670 N. Lalique Lane/VPR Investments): An ordinance approving VAC 11-3944 submitted by Bates and Associates for property located at 3670 Lalique Lane to vacate a utility easement, a total of 150.15 square feet.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Development Services Director gave a brief description of the ordinance.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis was absent.

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City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Lewis was absent.

Ordinance 5456 as Recorded in the office of the City Clerk

Amend Rules of Order and Procedure: A resolution to amend the Rules of Order and Procedure of the Fayetteville City Council to clarify the procedure of presenting agenda items during City Council meetings.

City Attorney Kit Williams gave a brief description of the resolution.

Lindsley Smith, Communications and Marketing Director gave a brief description of the resolution.

Don Marr further explained the resolution and why certain procedures were modified.

Lindsley Smith thanked Alderman Petty and the Council for their comments that helped to create this.

Don Marr discussed the suggestions that were taken into consideration when creating the procedures.

Alderman Ferrell thanked everyone involved in creating the resolution.

Alderman Ferrell moved to approve the resolution. Alderman Petty seconded the motion. Upon roll call the resolution passed 7-0. Alderman Lewis was absent.

Resolution 193-11 as recorded in the office of the City Clerk.

AT&T U-verse Agreement: A resolution to approve a five year renewal of the AT&T U-verse Agreement.

Lindsley Smith gave a brief description of the resolution.

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Alderman Petty: I was wondering why there wasn't a timeline or date associated with the roll out of U-verse to the Cable Center.

Cathy Foraker representing AT&T stated every year we look at a capital budget and decide where to invest those dollars where they can reach the most homes. The trouble we have with this particular area which encompasses the PEG Center is that you have so many businesses and this is truly a residential product. She stated we have asked them to relook at this area. I can't give you a firm date because I don't know what it is.

Alderman Petty: So they don't have a roll out plan over the city for where they are going to put services?

Cathy Foraker: No, it's done as the capital becomes available.

Alderman Petty: Lindsley, do you see any advantage to making this expire at the same time as our agreement with Cox?

City Attorney Kit Williams explained our current Franchise Agreement with Cox. He stated we agreed to continue an agreement with Cox on a month to month basis because in my opinion we cannot get any better terms than what we currently have. There is no ending date for the Cox Franchise Agreement. He explained the AT&T U-verse agreement and he stated this is the best agreement we can have at this time.

Lindsley Smith stated I am looking to make sure that we don't go the way the other states have gone with state wide franchises. I don't think that would be good for Fayetteville.

Alderman Boudreaux moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed 6-1. Alderman Petty voting no. Alderman Lewis was absent.

Resolution 194-11 as recorded in the office of the City Clerk.

Announcements:

Meeting adjourned at 8:45 p.m.

Lioneld Jordan, Mayor | **Sondra E. Smith, City Clerk/Treasurer**

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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.

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER __, 2011

NEW ISSUE **NOT RATED**
BOOK-ENTRY ONLY

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 2011 Bonds is excludable 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 2011 Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. Under existing law, Bond Counsel is of the opinion that the Series 2011 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.

$_____*
CITY OF FAYETTEVILLE, ARKANSAS
PARKING REVENUE IMPROVEMENT BONDS
SERIES 2011

Dated: December 1, 2011 **Due: December 1, as shown on inside front cover**

The Parking Revenue Improvement Bonds, Series 2011 (the "Series 2011 Bonds"), are being issued by the City of Fayetteville, Arkansas (the "City") for the purpose of (i) financing all or a portion of the costs of acquiring, constructing and equipping parking deck facilities and related roadway and other improvements within the City's Entertainment District (the "Project"), (ii) funding a deposit to the debt service reserve fund, and (iii) paying certain expenses in connection with the issuance of the Series 2011 Bonds. See the captions "ESTIMATED SOURCES AND USES OF FUNDS" and "THE PROJECT" herein.

The Series 2011 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 2011 Bonds will be made so long as Cede & Co. is the registered owner of the Series 2011 Bonds. Individual purchases of the Series 2011 Bonds will be made only in book-entry form, in denominations of $5,000 or integral multiples thereof. Individual purchasers ("Beneficial Owners") of Series 2011 Bonds will not receive physical delivery of bond certificates. See the caption "BOOK-ENTRY ONLY SYSTEM" herein.

The Series 2011 Bonds shall bear interest from their dated date, payable on June 1 and December 1 of each year, commencing June 1, 2012. All such interest payments shall be payable to the persons in whose name such Series 2011 Bonds are registered on the bond registration books maintained by Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as trustee (the "Trustee"), as of the fifteenth day of the calendar month preceding the calendar month in which the applicable interest payment date falls. Principal of and premium, if any, on the Series 2011 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 2011 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 December 1, 2011 (the "Indenture"), between the City and the Trustee, the payment of the principal of, premium, if any, and interest on the Series 2011 Bonds is secured by a pledge of the net revenues (after provision for operation and maintenance expenses, including previous debt for parking equipment) attributable to parking fees, leases, rents, fines, charges and other revenues charged and collected by the City with respect to its meters, lots and other parking facilities, and including net revenues to be generated by the Project and net revenues with respect to City management of parking facilities owned by third parties (the "Net Parking Revenues"). See the caption "SECURITY FOR THE SERIES 2011 BONDS" herein. The Series 2011 Bonds are subject to optional and mandatory redemption prior to maturity as more fully described herein under the caption "THE SERIES 2011 BONDS - Redemption."

The Series 2011 Bonds are special obligations of the City secured solely by and payable from Net Parking Revenues. The Series 2011 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 2011 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 2011 Bonds, except as described herein with respect to the Net Parking Revenues.

The Series 2011 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 2011 Bonds will be available for delivery in New York, New York, on or about December __, 2011.

Stephens Inc.
Investment Bankers

The date of this Official Statement is December __, 2011.

* Preliminary; subject to change.

MATURITY SCHEDULE*

Maturity (December 1)	Principal Amount	Interest Rate	Yield	Maturity (December 1)	Principal Amount	Interest Rate	Yield
2012	$	%	%	2020	$	%	%
2013				2021			
2014				2022			
2015				2023			
2016				2024			
2017				2025			
2018				2026			
2019				2027			

$_____ ___% Term Bonds due December 1, 2031 – Yield: _____%

$_____ ___% Term Bonds due December 1, 2036 – Yield: _____%

(Plus accrued interest)

CITY OF FAYETTEVILLE, ARKANSAS
Issuer

City Council

Lioneld Jordan, Mayor
Rhonda Adams
Brenda Boudreaux
Bobby Ferrell
Adella Gray
Mark Kinion
Sarah Lewis
Matthew Petty
Justin Tennant

Paul Becker, Finance Director
Sondra Smith, City Clerk
Kit Williams, City Attorney

SIMMONS FIRST TRUST COMPANY, N.A.
Pine Bluff, Arkansas
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 any 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 2011 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 since the date hereof.

THE SERIES 2011 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 2011 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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PRELIMINARY OFFICIAL STATEMENT

$_____*
CITY OF FAYETTEVILLE, ARKANSAS
PARKING REVENUE IMPROVEMENT BONDS
SERIES 2011

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 by the City of Fayetteville, Arkansas (the "City") of its Parking Revenue Improvement Bonds, Series 2011, in the principal amount of $_____* (the "Series 2011 Bonds").

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. & 2011 Supp.) §§14-164-401 *et seq.* (as from time to time amended, the "Act"), to issue and sell bonds for the purpose of financing "capital improvements," as defined in the Act.

The Series 2011 Bonds are to be issued by the City pursuant to Amendment 65, the Act and Ordinance No. _____, adopted and approved on _____, 2011 (the "Authorizing Ordinance"), for the purpose of (i) financing all or a portion of the costs of acquiring, constructing and equipping parking deck facilities and related roadway and other improvements within the City's Entertainment District (the "Project"), (ii) funding a deposit to the debt service reserve fund, and (iii) paying certain expenses in connection with the issuance of the Series 2011 Bonds. See the captions "ESTIMATED SOURCES AND USES OF FUNDS" and "THE PROJECT" herein.

The Series 2011 Bonds are not general obligations of the City, but are special obligations secured solely by and payable from net revenues (after provision for Operation and Maintenance Expenses, including previous debt for parking equipment) attributable to parking fees, leases, rents, fines, charges and other revenues collected by the City with respect to its meters, lots and other parking facilities, and including net revenues to be generated with respect to the Project and net revenues with respect to City management of parking facilities owned by third parties (the "Net Parking Revenues"). See the caption "SECURITY FOR THE SERIES 2011 BONDS" herein.

The faith and credit of the City are not pledged to the payment of the Series 2011 Bonds, and the Series 2011 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 2011 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 2011 Bonds, except as described herein with respect to the Net Parking Revenues.

Additional bonds may be issued by the City on a parity of security with the Series 2011 Bonds under certain circumstances set forth in the Indenture (hereinafter defined). See the caption "THE SERIES 2011 BONDS – Additional Bonds" herein. The Series 2011 Bonds and any Additional Bonds are herein collectively referred to as the "Bonds."

Pursuant to the provisions of a Continuing Disclosure Agreement dated as of the date of delivery of the Series 2011 Bonds, by and between the City and Simmons First Trust Company, N.A., as dissemination agent (the "Continuing Disclosure Agreement"), the City has undertaken certain obligations with respect to providing ongoing disclosure of certain financial and operating data concerning the City and the Net Parking Revenues 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 Series 2011 Bonds, the Net Parking Revenues, the Continuing Disclosure Agreement, and the Trust Indenture dated as of December 1, 2011 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as trustee (the "Trustee"), pursuant to which the Series 2011 Bonds are issued and secured. Such

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* Preliminary, subject to change.

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 2011 Bonds are qualified in their entirety by reference to the definitive forms thereof and the information with respect thereto included in the Indenture. Copies of the Continuing Disclosure Agreement, the Indenture, and the form of Series 2011 Bond included therein, are available from the City by writing to the attention of the Finance Director, 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 Futrall, Suite 201, Fayetteville, Arkansas 72703. Certain financial and operating data has been provided by the City from the audited records of the City and certain demographic information has been obtained from other sources which are believed to be reliable.

THE SERIES 2011 BONDS

Description. The Series 2011 Bonds will be initially dated as of December 1, 2011, and will bear interest payable semiannually on June 1 and December 1 of each year, commencing June 1, 2012, at the rates set forth on the inside cover page hereof. The Series 2011 Bonds will mature on December 1 in the years and in the principal amounts set forth on the inside cover page hereof.

The Series 2011 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 2011 Bonds will be made so long as Cede & Co. is the registered owner of the Series 2011 Bonds. Individual purchases of the Series 2011 Bonds will be made only in book-entry form, in denominations of $5,000 or integral multiples thereof. Individual purchasers ("Beneficial Owners") of Series 2011 Bonds will not receive physical delivery of bond certificates. See the caption "BOOK-ENTRY ONLY SYSTEM" herein.

All interest payments on the Series 2011 Bonds shall be payable to the persons in whose name such Series 2011 Bonds are registered on the bond registration books maintained by the Trustee, as of the fifteenth day of the calendar month preceding the calendar month in which the applicable interest payment date falls. Principal of and premium, if any, on the Series 2011 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 2011 Bond to the extent of the sum or sums so paid. So long as DTC or its nominee is the registered owner of the Series 2011 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 2011 Bonds are subject to redemption prior to maturity as follows:

(i) The Series 2011 Bonds are subject to redemption prior to maturity, at the option of the City, on and after December 1, 2016, in whole or in part at any time and in any order of maturity directed by the City, from funds from any source, at a redemption price equal to 100% of the principal amount of the Series 2011 Bonds being redeemed, plus accrued interest to the date of redemption;

(ii) The Series 2011 Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity, at a redemption price equal to 100% of the principal amount of the Series 2011 Bonds being redeemed, plus accrued interest to the date of redemption, from unexpended proceeds of the Series 2011 Bonds (if such unexpended proceeds equal or exceed $100,000) in the Project Fund not needed for paying Project Costs; and

(iii) The Series 2011 Bonds maturing on December 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, on December 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium.

Year	Principal Amount*
20__	$
20__	$
20__	$
20__	$
20__ (maturity)	$

*Preliminary, subject to change.

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for any Series 2011 Bonds maturing December 1, 20__ (the "20__ Term Bonds"), the City may deliver to the Trustee for cancellation 20__ Term Bonds, or portions thereof ($5,000 or any integral multiple thereof), in any aggregate principal amount desired. Each such 20__ Term Bond, or portion thereof, so delivered or previously redeemed (otherwise than through mandatory sinking fund redemption) and canceled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City on such mandatory sinking fund redemption date, and any excess over such amount shall be credited on future mandatory sinking fund redemption obligations with respect to the 20__ Term Bonds in chronological order, and the principal amount of such 20__ Term Bonds so to be redeemed shall be accordingly reduced.

(iv) The Series 20__ Bonds maturing on December 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, on December 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium.

Year	**Principal Amount***
20__	$
20__	$
20__	$
20__ (maturity)	$

*Preliminary, subject to change.

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for any Series 2011 Bonds maturing December 1, 20__ (the "20__ Term Bonds"), the City may deliver to the Trustee for cancellation 20__ Term Bonds, or portions thereof ($5,000 or any integral multiple thereof), in any aggregate principal amount desired. Each such 20__ Term Bond, or portion thereof, so delivered or previously redeemed (otherwise than through mandatory sinking fund redemption) and canceled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City on such mandatory sinking fund redemption date, and any excess over such amount shall be credited on future mandatory sinking fund redemption obligations with respect to the 20__ Term Bonds in chronological order, and the principal amount of such 20__ Term Bonds so to be redeemed shall be accordingly reduced.

Partial Redemption of a Series 2011 Bond. If less than all of the Series 2011 Bonds of a maturity are called for redemption, the particular Series 2011 Bonds or portions of Series 2011 Bonds to be redeemed shall be selected by lot in such manner as the Trustee in its discretion may deem fair and appropriate. So long as DTC or its nominee is the sole registered owner of the Series 2011 Bonds, the procedures established by DTC shall control with respect to the selection of the particular Series 2011 Bonds to be redeemed.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2011 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 2011 Bonds, by any other means acceptable to DTC, including facsimile) to the registered owner of each such Series 2011 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 2011 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 Project Costs in connection with the acquisition, construction or equipping of parking related "capital improvements" (as defined in the Act), (ii) refunding the Series 2011 Bonds or any series of Additional Bonds, in whole or in part, or (iii) any combination thereof. Additional Bonds shall be secured equally and ratably with the Series 2011 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 (I) in the case of Additional Bonds to finance Project Costs, a statement by a Qualified Accountant reciting the opinion, based upon necessary investigation, that Net Parking Revenues for the Fiscal Year immediately preceding

the Fiscal Year in which such Additional Bonds are to be issued were not less than (i) 125% of the average Annual Debt Service on all then outstanding Bonds and Subordinate Obligations plus the Additional Bonds then proposed to be issued, and (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund, and (II) in the case of Additional Bonds to refund the Series 2011 Bonds or any series of Additional Bonds, a Certificate of the Mayor stating that, after taking into account the issuance of the Additional Bonds and the application of the proceeds thereof and other available funds to the refunding, the average Annual Debt Service on all outstanding Bonds and Subordinate Obligations will not be increased.

If any changes have been made, and are in effect on the date of issuance of the Additional Bonds, in any parking fees, leases, rents, fines or charges imposed by the City which were not in effect during the entire preceding Fiscal Year, the Qualified Accountant may, if such changes resulted in increases in such fees, leases, rents, charges and fines, and shall, if such changes resulted in reductions in such fees, leases, rents, fines or charges, adjust the Parking Revenues for the preceding Fiscal Year to reflect any changes in such Parking Revenues which would have occurred if the changed fees, leases, rents, fines 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 Parking Revenues or from a special fund to be established and maintained from Parking Revenues, provided payments from Parking Revenues or from Parking Revenues into such special fund, and the lien and charge on such Parking Revenues, shall be made junior and subordinate to the lien, pledge and charge created in the Indenture for the security and payment of the Series 2011 Bonds and other payments under the Indenture. Notwithstanding anything herein to the contrary, no Subordinate Obligations shall be issued unless there is no default at the time of issuance under the Indenture.

Transfer or Exchange. The Series 2011 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 Series 2011 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 Series 2011 Bond or Bonds in the same aggregate principal amount and of any authorized denomination or denominations.

Transfers of registration or exchanges of Series 2011 Bonds shall be without charge to the Holders of such Series 2011 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 Series 2011 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 Series 2011 Bond during the period from and including a Record Date to the next succeeding interest payment date of such Series 2011 Bond nor to transfer or exchange any Series 2011 Bond after the mailing of notice calling such Series 2011 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 2011 Bonds, transfers of beneficial interests in the Series 2011 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 SERIES 2011 BONDS

General. The Series 2011 Bonds are special obligations of the City secured solely by and payable from the Net Parking Revenues.

In the Indenture, "Net Parking Revenues" are defined as Parking Revenues less Operation and Maintenance Expenses. "Parking Revenues" are all revenues attributable to parking fees, leases, rents, fines, charges and other revenues collected by the City with respect to its meters, lots and other parking facilities, and including revenues to be generated with respect to the Project and net revenues with respect to City management of parking facilities owned by third parties. "Operation and Maintenance Expenses" means all reasonable and necessary costs and expenses incurred in the operation, maintenance, repair and insuring of the City's parking meters, lots and other parking facilities which are properly accounted for such purposes under generally accepted accounting principles,

including debt service on debt incurred to acquire parking equipment prior to the date of the Indenture. Such term does not include Debt Service on the Bonds or Subordinate Obligations or depreciation expense.

The fees, rents, fines and charges from which the Net Parking Revenues are derived have been imposed by the City pursuant to various ordinances adopted by the City Council. The Net Parking Revenues have been pledged to secure the payment of Debt Service on the Series 2011 Bonds pursuant to Ordinance No. _____, duly adopted by the City Council of the City on _____, 2011 (the "Authorizing Ordinance").

Set forth below is a table showing the City's Parking Revenues, Operation and Maintenance Expenses and Net Parking Revenues over the last five years.

Year	Parking Revenues[2]	O&M Expenses	Net Parking Revenues
2007	$ 466,565	$ 363,794	$ 102,771
2008	431,019	377,501	53,518
2009	405,896	389,856	16,040
2010	766,659	525,841	240,818
2011 [1]	1,043,585	523,127	520,458

(1) Through September 30, 2011.
(2) Includes revenues received by the City for management of parking areas owned by third parties; $28,805 in 2007, $30,273 in 2008, $32,437 in 2009, $29,930 in 2010 and $37,782 in 2011 to date.

[EXPLAIN CREATION OF THE ENTERTAINMENT PARKING DISTRICT AND ITS IMPACT]

The Series 2011 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 2011 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 2011 Bonds, except as described herein with respect to the Net Parking Revenues.

The City has covenanted that the fees, leases, rents, fines and charges generating the Parking Revenues will not be reduced from current levels while any of the Series 2011 Bonds are Outstanding unless there is obtained from a Qualified Accountant a certificate to the effect that Net Parking Revenues in the then current and immediately succeeding Fiscal Years, with the reduced fees, leases, rents, fines or charges, will be at least equal to (i) 125% of the Annual Debt Service on all Bonds and Subordinate Obligations for the then current and immediately succeeding Fiscal Years, and (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund. The City has further covenanted that the fees, leases, rents, fines and charges generating the Parking Revenues shall, if and when necessary, from time to time, be increased in such a manner as will produce Net Parking Revenues in the then current and immediately succeeding Fiscal Years at least equal to (i) 125% of the Annual Debt Service on all Bonds and Subordinate Obligations for the then current and immediately succeeding Fiscal Years, and (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund.

Debt Service Reserve. From the proceeds of sale of the Series 2011 Bonds, there shall be deposited into the Debt Service Reserve Fund an amount sufficient to cause the amount on deposit therein to be equal to the least of (i) the maximum Annual Debt Service with respect to the Series 2011 Bonds, (ii) 125% of the average Annual Debt Service with respect to the Series 2011 Bonds, or (iii) 10% of the stated original principal amount of the Series 2011 Bonds (the "Reserve Requirement"). Amounts on deposit in the Debt Service Reserve Fund shall be used solely to pay the principal of and interest on the Series 2011 Bonds as due for which there are no available funds in the Bond Fund to make such payments. The Reserve Requirement may be satisfied by cash or by Investment Securities.

If the amount in the Debt Service Reserve Fund is ever reduced below the Reserve Requirement, it shall be reimbursed to an amount equal to the Reserve Requirement through monthly payments, beginning not later than the last day of the month in which the Debt Service Reserve Fund was reduced below the Reserve Requirement, and continuing not later than the last 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 Bond Fund, as provided in the Indenture). 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.

BOOK-ENTRY ONLY SYSTEM

The Series 2011 Bonds will be issued only as one fully registered Series 2011 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 2011 Bonds. The fully registered Series 2011 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 2011 Bonds.

Owners of any book entry interests in the Series 2011 Bonds (the "book entry interest owners") described below, will not receive or have the right to receive physical delivery of the Series 2011 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 2011 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 3.5 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 is the holding company for DTC, the National Securities Clearing Corporation and the Fixed Income Clearing Corporation, all of which are registered agencies. DTTC is owned by the users of its regulated subsidiaries. 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.dtcc.com and www.dtc.com.

Purchases of Series 2011 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2011 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2011 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 2011 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 2011 Bonds, except in the event that use of the Book-Entry System for the Series 2011 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2011 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 2011 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 2011 Bonds, DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2011 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 2011 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 2011 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 2011 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 2011 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 2011 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 2011 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 2011 Bonds made to DTC or its nominee as the registered owner of the Series 2011 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 2011 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.

THE PROJECT

A portion of the proceeds of the Series 2011 Bonds will be used to accomplish the acquisition, construction and equipping of multi-level parking deck facilities and related roadway and other improvements (the "Project"). The Project improvements will be located within the City's Entertainment District Parking Zone and will have an estimated capacity of approximately 300 vehicle spaces.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2011 Bonds are expected to be used as follows:

Sources of Funds[1]	
Par Amount of Series 2011 Bonds	$
Total Sources:	$
Uses of Funds[1]	
Deposit to Project Fund	$
Deposit to Debt Service Reserve	
Costs of Issuance and Underwriter's Discount	
Total Uses:	$

(1) Preliminary; subject to change.

ESTIMATED DEBT SERVICE REQUIREMENTS

As of the date of closing, the Series 2011 Bonds will constitute the only debt obligations secured by the Net Parking Revenues. The following table sets forth estimates of the amounts required to pay scheduled principal of and interest on the Series 2011 Bonds during each year:

Year	Principal[1]	Interest[2]	Total Debt Service
2012	$	$	$
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
Totals:	$	$	$

(1) Includes mandatory sinking fund redemptions.

(2) Preliminary; subject to change. Assuming for purposes of this Preliminary Official State, an average coupon rate on the Series 2011 Bonds of ____% per annum.

ESTIMATED DEBT SERVICE COVERAGE

The following table shows estimated maximum annual debt service coverage with respect to the Series 2011 Bonds utilizing the most recent twelve months of Net Parking Revenues.

Historical Net Parking Revenues[1]	$593,989
Maximum Annual Debt Service Requirement on Series 2011 Bonds[2]	$
Maximum Annual Debt Service Coverage	X

(1) Net Parking Revenues for the twelve-month period from October 1, 2010 to September 30, 2011.

(2) Preliminary; subject to change. See the caption "ESTIMATED DEBT SERVICE REQUIREMENTS" herein.

THE COVERAGE NUMBERS SET FORTH ABOVE ARE BASED ON HISTORICAL NET PARKING REVENUES. ACTUAL RECEIPTS OF PARKING REVENUES AND THE LEVEL OF OPERATION AND MAINTENANCE EXPENSES WILL DEPEND ON NUMEROUS FACTORS, AND THERE CAN BE NO ASSURANCE THAT FUTURE NET PARKING REVENUES AVAILABLE TO PAY DEBT SERVICE ON THE SERIES 2011 BONDS 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	12/31/14
Sondra Smith	City Clerk	12/31/12
Rhonda Adams	Alderman	12/31/14
Brenda Boudreaux	Alderman	12/31/12
Bobby Ferrell	Alderman	12/31/12
Adella Gray	Alderman	12/31/14
Mark Kinion	Alderman	12/31/14
Sarah Lewis	Alderman	12/31/12
Matthew Petty	Alderman	12/31/12
Justin Tennant	Alderman	12/31/14

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
2010	73,580	463,204	2,915,918

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

Year	MSA	State of Arkansas
2000	$22,828	$22,577
2001	24,061	23,870
2002	24,658	24,273
2003	25,387	25,434
2004	27,420	26,846
2005	28,685	27,908
2006	30,168	29,459
2007	31,586	31,517
2008	32,537	32,257
2009	n/a	31,946

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
2008			
2009			
2010			

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
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	689,013,166
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
2009	1,067,947,653	191,973,349	1,299,921,002
2010	1,025,933,870	188,130,198	1,214,064,068

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:

	2006	2007	2008	2009	2010
Residential Building Permits	544	593	414	281	256
Commercial Building Permits	44	59	57	14	16
Value of All Building Permits	$198,754,023	$227,667,201	$127,477,937	$ 70,365,173	$ 79,103,682

(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	6.1	7.4
2010	6.5	7.9
2011	6.6	8.0

* August, 2011 only; preliminary.

Employment and Industry. The principal campus of the University of Arkansas is located in the City and had total enrollment for the Fall semester of 2011 of approximately 23,199. On the Fayetteville campus, the University employs approximately 4,008 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	Employees
Washington Regional Med Center	Hospital	2,000
Washington Co. Government	Government	1,350
Fayetteville School District	Education	1,300
Veteran's Admin. Medical	Hospital	1,212
Superior Industries	Transportation equipment	880
City of Fayetteville	Government	756
Arvest Bank	Banking	275
Ayrshire	Electronics	214
Source Gas/Arkansas Western Gas	Utility	207

Source: 2010 City of Fayetteville CAFR.

DEFINITIONS OF CERTAIN TERMS

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

"Act" means the Local Government Capital Improvement Revenue Bond Act of 1985, codified as Arkansas Code Annotated (1998 Repl. & Supp. 2011) Sections 14-164-401 *et seq.*, as from time to time amended.

"Additional Bonds" means Bonds in addition to the Series 2011 Bonds which are issued under the provisions of Section 213 of the Indenture.

"Amendment 65" means Amendment No. 65 to the Constitution of Arkansas, approved by the voters of the State on November 4, 1986.

"Annual Debt Service" means, 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 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 the Bonds or Subordinate Revenues or from sources other than Net Parking Revenues.

"Authorized Representative" means either the Mayor or the Finance Director of the City and such additional persons as from time to time may be designated to act on behalf of the City by a Certificate furnished to the Trustee containing the specimen signature thereof and executed on behalf of the City by its Mayor.

"Authorizing Ordinance" means Ordinance No. _____ adopted by the City Council on _____, 2011, which authorized the issuance of the Series 2011 Bonds pursuant to the Indenture.

"Beneficial Owner" means any Person who acquires beneficial ownership interest in a Bond held by the Securities Depository. In determining the Beneficial Owner of any Bond, the Trustee may rely exclusively upon written representations made and information given to the Trustee by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository in which a beneficial ownership interest is claimed.

"Bond Counsel" means any firm of nationally recognized municipal bond counsel selected by the City and acceptable to the Trustee.

"Bond Fund" means the fund by that name created and established in the Indenture.

"Bonds" means the Series 2011 Bonds and all Additional Bonds issued by the City pursuant to the Indenture.

"Book-Entry System" means the book-entry system maintained by the Securities Depository and described in the Indenture.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city in which the corporate trust office of the Trustee is located are authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange or the Securities Depository are closed.

"Certificate" means a document signed by an Authorized Representative of the City attesting to or acknowledging the circumstances or other matters therein stated.

"City" means the City of Fayetteville, Arkansas, a municipality and political subdivision under the laws of the State of Arkansas.

"Closing Date" means, with respect to any series of Bonds, the date upon which there is an exchange of such series of Bonds for the proceeds representing the purchase price for such series of Bonds by the Original Purchaser or Purchasers thereof.

"Code" means the Internal Revenue Code of 1986, as from time to time amended, and applicable regulations issued or proposed thereunder.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement between the City and Simmons First Trust Company, N.A., as dissemination agent, dated the date of issuance and delivery of the Series 2011 Bonds, as originally executed and as amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Series 2011 Bonds, including, but not limited to, underwriting discounts, fees and expenses, publication expenses, expenses of printing, reproducing, filing and recording documents, initial fees and charges of the Trustee and any Paying Agent, fees and expenses for legal, accounting and other professional services, rating fees, costs of securing any credit enhancement for the Series 2011 Bonds, costs of execution, transportation and safekeeping of the Series 2011 Bonds, and other costs, charges and fees incurred in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name created and established in the Indenture.

"Debt Service" means, 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" means the fund by that name created and established in the Indenture.

"Depository" means a national or state banking corporation or association (which may include the Trustee and any Paying Agent) which holds membership in the Federal Deposit Insurance Corporation.

"Event of Default" means any event of default specified in Section 901 of the Indenture.

"Fiscal Year" means the 12-month period used, at any time, by the City for accounting purposes, which may be the calendar year.

"Fund" means a fund established by the Indenture.

"Government Securities" means direct obligations of, or obligations fully guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States of America (including obligations issued or held in book-entry form on the books of the U.S. Department of Treasury).

"Holder" or "Bondholder" or "owner of the Bonds" means the registered owner of any Bond.

"Indenture" means the Trust Indenture dated as of December 1, 2011, between the City and the Trustee, pursuant to which the Bonds are issued, and any amendments and supplements thereto.

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

(a) Cash (insured at all times by the Federal Deposit Insurance Corporation);

(b) Government Securities;

(c) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

(1) U.S. Export-Import Bank (Eximbank);

(2) Rural Economic Community Development Administration;

(3) U.S. Maritime Administration;

(4) Small Business Administration;

(5) U.S. Department of Housing & Urban Development (PHAs);

(6) Federal Housing Administration (FHA); and

(7) Federal Financing Bank;

(d) 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:

(1) Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC);

(2) Obligations of the Resolution Funding Corporation (REFCORP); and

(3) Senior debt obligations of the Federal Home Loan Bank System;

(e) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by the FDIC;

(f) 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 not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(g) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase;

(h) Investments in money market funds rated "AAAm" or "AAAm-G" or better by S&P;

(i) 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

(1) 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

(2) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or Government Securities, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds 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; and

(j) Municipal Obligations rated "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by both Moody's and S&P.

"Mayor" means the person holding the office and performing the duties of the Mayor of the City.

"Moody's" means Moody's Investors Service, Inc., and any successor thereto.

"Net Parking Revenues" means Parking Revenues less Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all reasonable and necessary costs and expenses incurred in the operation, maintenance, repair and insuring of the City's parking meters, lots and other parking facilities which are properly accounted for such purposes under generally accepted accounting principles, including debt service on debt incurred to acquire parking equipment prior to the date of the Indenture. Such term does not include Debt Service on the Bonds and Subordinate Obligations or depreciation expense.

"Original Purchaser" means the first purchaser(s) of a series of Bonds from the City.

"Outstanding" means, 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.

"Parking Revenues" means all revenues attributable to parking fees, leases, rents, fines, charges and other revenues collected by the City with respect to its meters, lots and other parking facilities, and including revenues to be generated with respect to the Project and net revenues with respect to City management of parking facilities owned by third parties.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing of Participants exists at the time of such reference.

"Paying Agent" means 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.

"Person" means 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.

"Project" means the betterments and improvements to be financed with the proceeds of the Series 2011 Bonds.

"Project Costs" means, to the extent permitted by the Act or other applicable laws, with respect to the Project, all costs of planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation, including obtaining governmental approvals, certificates, permits and licenses with respect thereto, heretofore or hereafter paid or incurred by or on behalf of the City and which shall include, but shall not be limited to:

(a) preliminary investigation and development costs, engineering fees, contractors' fees, labor costs, the cost of materials, equipment, utility services and supplies, costs of obtaining permits, licenses and approvals, costs of real property, insurance premiums, legal and financing fees and costs, administrative and general costs, and all other costs properly allocable to the acquisition, construction and equipping of the Project and placing the same in operation;

(b) all costs relating to injury and damage claims arising out of the acquisition, construction or equipping of the Project;

(c) all other costs incurred in connection with, and properly allocable to, the acquisition, construction and equipping of the Project; and

(d) amounts to pay or reimburse the City or any City fund for expenses of the City incident and properly allocable to such planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation of the Project.

"Project Fund" means the fund by that name created and established in the Indenture.

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

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

"Record Date" means, with respect to any interest payment date on the Bonds, the fifteenth day of the calendar month next preceding the month in which such interest payment date occurs.

"Requisition" means a written requisition of the City, consecutively numbered, signed by an Authorized Representative in the form of Exhibit B to the Indenture.

"Reserve Requirement" means, with respect to each series of Bonds, an amount equal to the least of (i) the maximum Annual Debt Service with respect to such series of Bonds, (ii) (ii) 125% of the average Annual Debt Service with respect to such series of Bonds, or (iii) 10% of the stated original principal amount of such series of Bonds. For all purposes of the Indenture, the Reserve Requirement may be satisfied by cash or by Investment Securities.

"Revenue Fund" means the fund by that name created and established in the Indenture.

"S&P" means Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., and any successor thereto.

"Securities Depository" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository institution appointed by the City or the Trustee to act as depository for the Bonds in connection with the Book-Entry System.

"Series 2011 Bonds" means the City's Parking Revenue Improvement Bonds, Series 2011, issued under and secured by the Indenture in the original aggregate principal amount of $_____* for the purpose of financing the Project.

"State" means the State of Arkansas.

"Subordinate Obligations" means debt obligations of the City secured by a pledge of the Net Parking Revenues that is subordinate to the lien thereon securing the payment of the Bonds, as permitted by the provisions of Section 215 of the Indenture.

"Supplemental Indenture" means any indenture supplemental to or amendatory of the Indenture.

"Tax Regulatory Agreement" means that Tax Regulatory Agreement of the City relating to maintenance of the excludability of interest on the Series 2011 Bonds from gross income for federal income tax purposes, delivered in connection with the issuance of the Series 2011 Bonds.

"Trustee" means the banking corporation or association designated as Trustee in the Indenture, and its successor or successors as such Trustee. The original Trustee is Simmons First Trust Company, N.A., Pie Bluff, Arkansas.

"Trust Estate" means the property described in the granting clauses of the Indenture.

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* 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 Finance Director of the City, for a full statement thereof.

Funds and Accounts. Net Parking Revenues are pledged by the Indenture to the payment of the principal of and interest on the Series 2011 Bonds. The following Funds have been created and established in connection with the Series 2011 Bonds:

Funds

Revenue Fund

Bond Fund

Debt Service Reserve Fund

Project Fund

Cost of Issuance Fund

Rebate Fund

The Revenue Fund shall be maintained by the City with the Depository of its choice. All other Funds shall be held by the Trustee, which shall hold and maintain said Funds in trust, for the use and benefit of the Bondholders and the City, but subject to the permitted applications contained in the Indenture.

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

(a) Revenue Fund. All Parking Revenues shall, as and when received, be deposited into the Revenue Fund. So long as there is no Event of Default or the occurrence or continuance of an event which with notice or lapse of time or both would constitute an Event of Default, the City may utilize moneys in the Revenue Fund for the payment of Operation and Maintenance Expenses, and may utilize any surplus in the Revenue Fund (after the payment of Operation and Maintenance Expenses and after making the transfers required by subsections (b) through (d) below) for any valid governmental purpose under State law.

All moneys at any time in the Revenue Fund shall be applied on a monthly basis to the payment of Debt Service on the Bonds, to the maintenance of the Debt Service Reserve Fund, to the payment of any arbitrage rebate due under Section 148(f) of the Code, and to the payment of fees and expenses of the Trustee and any Paying Agent, at the times and in the amounts set forth as follows:

(b) Bond Fund. No later than the last day of each month, commencing no later than [December 31, 2011], there shall be transferred from the Revenue Fund (i) into the Bond Fund, an amount equal to 1/6 of the interest on the Bonds due on the next interest payment date and an amount equal to 1/12 of the principal on the Bonds due on the next principal payment date (including mandatory sinking fund redemptions). Moneys in the Bond Fund shall be used solely for the purpose of paying Annual Debt Service on the Bonds or for redemption of the Bonds, as 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 such payment for the sole purpose of paying the same.

If Parking Revenues in the Revenue Fund are insufficient to make the required monthly 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 last day of the next succeeding month.

(c) Debt Service Reserve Fund. See the caption "SECURITY FOR THE SERIES 2011 BONDS – *Debt Service Reserve*" herein.

(d) Rebate Fund. The Trustee shall establish and maintain, separate and apart from any other Funds established and maintained under the Indenture, the Rebate Fund, which Fund is not pledged to the payment of any Bonds. Subject to transfer to the United States in payment of any arbitrage rebate due under Section 148(f) of the Code, all moneys at any time deposited in the Rebate Fund shall be held by the Trustee in trust, and neither the City nor the Owner of any Bond shall have any rights in or claim to such money. Any amounts remaining in the Rebate Fund after payment in full of the rebate amount owing to the United States, within sixty (60) days after the date on which the last Bond is redeemed, shall be transferred to the Revenue Fund.

(e) Project Fund. A portion of the proceeds of the Series 2011 Bonds shall be deposited in the Project Fund. See the caption "ESTIMATED SOURCES AND USES OF FUNDS" herein. Amounts in the Project Fund shall be expended only for the payment of Project Costs upon the submission of Requisitions by the City to the Trustee. The Trustee shall only make payments from the Project Fund pursuant to and in accordance with Requisitions. Within ninety (90) days following completion of the Project, the City shall deliver to the Trustee its Certificate stating that the Project is complete and the Trustee shall transfer the remaining moneys in the Project Fund (save and except moneys needed to satisfy unpaid Project Costs) to the Bond Fund for application to the retirement of the Series 2011 Bonds by redemption or purchase. See the caption "THE SERIES 2011 BONDS – *Redemption*" herein.

(f) Cost of Issuance Fund. A portion of the proceeds of the Series 2011 Bonds shall be deposited to the credit of the Cost of Issuance Fund. The Trustee shall pay those Costs of Issuance as directed by the City pursuant to a Certificate delivered on a Closing Date. After all Costs of Issuance have been paid with respect to the Series 2011 Bonds, any remaining moneys in the Cost of Issuance Fund shall be transferred to the Bond Fund.

Investment of Funds. At the direction of the City or absent such direction, the Trustee shall invest moneys in Funds 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 the Indenture; provided, however, the stated maturities of Investment Securities in the Debt Service Reserve Fund shall not exceed five years from the date of investment thereof. Moneys in separate Funds may be commingled for the purpose of investment. The City may invest moneys held in the Revenue Fund in any investment obligations permitted by Arkansas law.

Obligations purchased as an investment of moneys in any Fund created by the Indenture shall be deemed at all times to be a part of such Fund, and any income or loss due to an investment thereof shall be charged to the respective Fund for which the investment was made except as otherwise provided in the Indenture.

Valuation of Funds and Accounts. Investments in any Fund held by the Trustee shall be evaluated monthly and the determined value reported to the City. In determining the value of any Fund held by the Trustee under the Indenture, the Trustee shall credit Investment Securities at the fair market value thereof based on accepted industry standards and from accepted industry providers.

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.

Tax Covenants. The City shall not use or permit the use of any Series 2011 Bond proceeds or any other funds of the City, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions which would adversely effect the exclusion of interest on any Series 2011 Bond from gross income for federal income tax purposes. No part of the proceeds of the Series 2011 Bonds shall at any time be used, directly or indirectly, to acquire securities or obligations the acquisition of which would cause any of such Series 2011 Bonds to be an "arbitrage bond" as defined in Sections 148(a) and (b) of the Code. The City agrees that so long as any of the Series 2011 Bonds remain Outstanding, it will comply with the provisions of the Tax Regulatory Agreement.

Defeasance. Any Series 2011 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 Series 2011 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 Series 2011 Bonds or cause any of the Series 2011 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 Series 2011 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;

(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; and

(e) If the State has limited or altered the rights of the City pursuant to the Act, as in force on the date of the Indenture, to fulfill the terms of any agreements made with the Trustee or the Bondholders or in any way impaired the rights and remedies of the Trustee or the Bondholders while any Bonds are Outstanding.

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) above 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) depriving 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 2011 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 covenants that it will disseminate, or will cause the Dissemination Agent to disseminate, the Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth in Exhibit I to the Continuing Disclosure Agreement) by delivering such Annual Financial Information and the Audited Financial Statements to the MSRB within 180 days of the completion of the City's fiscal year. The City is required to deliver or cause delivery of such information in Prescribed Form and by such time so that such entities receive the information by the dates specified.

(b) If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate or cause dissemination of a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

(c) If any amendment is made to the Continuing Disclosure Agreement, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

(d) The City covenants that it will disseminate or cause dissemination in a timely manner, not in excess of ten (10) business days after the occurrence of the event, of Material Events Disclosure to the MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series 2011 Bonds or defeasance of any Series 2011 Bonds need not be given under the Continuing Disclosure Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Series 2011 Bonds pursuant to the Indenture. The City is required to deliver or cause delivery of such Material Events Disclosure in the same manner as provided for Annual Financial Information and Audited Financial Statements.

(e) The City shall give notice in a timely manner or shall cause such notice to be given by the Dissemination Agent, not in excess of ten (10) business days after the occurrence of the event, to the MSRB in Prescribed Form of any failure to provide Annual Financial Information Disclosure when the same is due.

(f) The Continuing Disclosure Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; however, the Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, the Trustee and the Beneficial Owners of the Series 2011 Bonds, and shall create no rights in any other person or entity. In the event of a failure of the City to comply with any provision of the Continuing Disclosure Agreement, the Beneficial Owner of any Series 2011 Bond may seek specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Agreement. A default under the Continuing Disclosure Agreement shall not be deemed an Event of Default under the Indenture or any other agreement, and the sole remedy under the Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with the Continuing Disclosure Agreement shall be an action to compel performance.

(g) The Undertaking of the City pursuant to the Continuing Disclosure Agreement shall be terminated hereunder when the City shall no longer have any legal liability for any obligation on or relating to the repayment of the Series 2011 Bonds. The City shall give notice to the MSRB, or shall cause the Dissemination Agent to give such notice, in a timely manner and in Prescribed Form in such event.

(h) The City and the Dissemination Agent may amend the Continuing Disclosure Agreement, and any provision of the Continuing Disclosure Agreement may be waived, if (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City or type of business conducted; (ii) the Continuing Disclosure Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the amendment or waiver does not materially impair the interests of the Beneficial Owners of the Series 2011 Bonds, as determined either by parties unaffiliated with the City (such as the Trustee) or by an approving vote of the Beneficial Owners of the Series 2011 Bonds holding a majority of the aggregate principal amount of the Series 2011 Bonds (excluding Series 2011 Bonds held by or on behalf of the City or its affiliates) pursuant to the terms of the Indenture at the time of the amendment; or (iv) the amendment or waiver is otherwise permitted by the Rule.

(i) The following terms used under this caption shall have the meanings set forth below:

"Annual Financial Information" means financial information and operating data (exclusive of Audited Financial Statements) of the type appearing under the caption "SECURITY FOR THE SERIES 2011 BONDS" in the final Official Statement.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in subsection (a) above.

"Audited Financial Statements" means the audited consolidated financial statements of the City, prepared pursuant to generally accepted accounting standards and as described in Exhibit I to the Continuing Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2011 Bonds (including persons holding Series 2011 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2011 Bonds for federal income tax purposes.

"Commission" means the U.S. Securities and Exchange Commission.

"Dissemination Agent" shall mean Simmons First Trust Company, N.A., acting in its capacity as a dissemination agent under the Continuing Disclosure Agreement, or any successor dissemination agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Material Event" means the occurrence of any of the following events with respect to the Series 2011 Bonds:

(i) Principal and interest payment delinquencies;

(ii) Nonpayment-related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) Modifications to rights of security holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of the securities, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the City;

(xiii) The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

"Material Events Disclosure" means dissemination of a notice of a Material Event as set forth in subsection (d) above.

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

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Series 2011 Bonds.

"Prescribed Form" means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Material Events with the MSRB at www.emma.msrb.org (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

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

"State" means the State of Arkansas.

"Undertaking" means the obligations of the City pursuant to subsections (a) and (d) above.

UNDERWRITING

Under a bond purchase agreement entered into by and between the City and Stephens Inc. (the "Underwriter"), the Series 2011 Bonds are being purchased at a purchase price of $_____ (representing the stated principal amount of the Series 2011 Bonds less an underwriting discount of $_____) plus accrued interest from December 1, 2011 to the date of delivery of the Series 2011 Bonds. The bond purchase agreement provides that the Underwriter will purchase all of the Series 2011 Bonds if any are purchased. The obligation of the Underwriter to accept delivery of the Series 2011 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 2011 Bonds or the Parking Revenues or any proceedings in connection with the issuance thereof, and the absence of material adverse changes in the financial condition of the City.

The Underwriter intends to offer the Series 2011 Bonds to the public initially at the offering prices as set forth on the inside 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 2011 Bonds to the public, and may offer the Series 2011 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 2011 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 2011 Bonds is excluded from the gross income for federal income tax purposes and is not a specific preference item 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 covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Series 2011 Bonds. Failure to comply with such requirements could cause interest on the Series 2011 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2011 Bonds. The City has covenanted to comply with such requirements.

Notwithstanding Bond Counsel's opinion that interest on the Series 2011 Bonds is not a specific preference item for purposes of the federal alternative minimum tax, such interest will be included in adjusted current earnings of certain corporations, and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of such corporation's adjusted current earnings over their alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses).

Bank Qualification. The City has represented that it does not reasonably anticipate issuing greater than $10,000,000 of tax-exempt obligations in calendar year 2011 (excluding certain private activity and refunding bonds) and that it has designated the Series 2011 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 2011 Bonds, a deduction is allowed for 80% of that portion of such institutions' interest expense allocable to interest on the Series 2011 Bonds. Bond Counsel has expressed no opinion with respect to any deduction for federal income tax purposes of interest incurred or continued by a holder of the Series 2011 Bonds or a related person to purchase or carry the Series 2011 Bonds

Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2011 Bonds.

The accrual or receipt of interest on the Series 2011 Bonds may otherwise affect the federal income tax liability of the owners of the Series 2011 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 2011 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 2011 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 2011 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 2011 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

Changes in Federal Tax Law. From time to time, there are legislative proposals in the Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Series 2011 Bonds. An example is the American Jobs Act of 2011, proposed by President Obama on September 12, 2011 and introduced in the United States Senate on September 13, 2011. If enacted as introduced, a provision of the American Jobs Act of 2011 would limit the amount of exclusions (including tax-exempt interest) and deductions available to certain high income taxpayers for taxable years after 2012, and as a result could affect the market price or marketability of the Series 2011 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 2011 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2011 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2011 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 and regulatory authorities as of the date of issuance and delivery of the Series 2011 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.

State Taxes. Bond Counsel is of the opinion that, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2011 Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.

LEGAL MATTERS

Legal Opinions. Legal matters incident to the authorization and issuance of the Series 2011 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 2011 Bonds and a form of which is attached hereto as Appendix A. 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 2011 Bonds or questioning or affecting the legality of the Series 2011 Bonds or the proceedings and authority under which the Series 2011 Bonds are to be issued, or questioning the right of the City to issue the Series 2011 Bonds. [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 Parking Revenues or the City's ability to pay debt service with respect to the Series 2011 Bonds.]

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 2011 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

APPENDIX A

Proposed Form of Bond Counsel Opinion

Upon delivery of the Series 2011 Bonds in definitive form, Kutak Rock LLP, Little Rock, Arkansas, proposes to deliver its approving opinion in substantially the following form:

December ___, 2011

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons First Trust Company, N.A., as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Fayetteville, Arkansas

$_____*
City of Fayetteville, Arkansas
Parking Revenue Improvement Bonds
Series 2011

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 $_____* Parking Revenue Improvement Bonds, Series 2011 (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. 2011) §§14-164-401 *et seq.* (as from time to time amended, the "Local Government Revenue Bond Act"), pursuant to Ordinance No. _____ of the City, duly adopted and approved on _____, 2011 (the "Authorizing Ordinance"), and pursuant to a Trust Indenture dated as of December 1, 2011 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas, 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 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 Authorizing Ordinance and to 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

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 Local Government Revenue Bond Act, 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 Parking Revenues (as defined in the Indenture).

5. The Net Parking 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 Parking Revenues. Under the laws of the State of Arkansas, including, particularly, Arkansas Code Annotated (2001 Repl. & 2011 Supp.) Section 4-9-109(d)(14), the pledge, assignment and security interest in the Net Parking Revenues securing the Bonds is and shall be prior to any judicial lien hereafter imposed on said Net Parking 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 Parking Revenues.

6. Interest on the 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. The opinion described in the preceding sentence assumes 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 arising with respect to 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,

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered by the City of Fayetteville, Arkansas (the "City") and Simmons First Trust Company, N.A., a national banking association, as dissemination agent (the "Dissemination Agent"), in connection with the issuance of $_____ City of Fayetteville, Arkansas Parking Revenue Bonds, Series 2011 (the "Bonds"). The Bonds are being issued pursuant to a Trust Indenture dated as of December 1, 2011 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., a national banking association, as trustee (the "Trustee"). In connection with the issuance and delivery of the Bonds, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with SEC Rule 15c2-12(b)(5) (the "Rule"). The City is an "obligated person" within the meaning of the Rule. The Dissemination Agent shall have no liability with respect to the content of any disclosure provided hereunder, and shall be liable only to the City for sending notices hereunder. As required by the Rule, this Disclosure Agreement is enforceable by Beneficial Owners of the Bonds pursuant to Section 7 hereof.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement, the following capitalized terms shall have the following meanings:

"Annual Financial Information" means the financial information and operating data described in Exhibit I.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the audited consolidated financial statements of the City, prepared pursuant to the standards and as described in Exhibit I.

"Beneficial Owner" shall mean any person which (a) 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, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Commission" means the U.S. Securities and Exchange Commission.

"Dissemination Agent" shall mean Simmons First Trust Company, N.A., acting in its capacity as a dissemination agent hereunder, or any successor dissemination agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Material Event" means the occurrence of any of the events with respect to the Bonds set forth in Exhibit II.

"Material Events Disclosure" means dissemination of a notice of a Material Event as set forth in Section 5.

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

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Bonds.

"Prescribed Form" means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Material Events with the MSRB at www.emma.msrb.org (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

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

"State" means the State of Arkansas.

"Undertaking" means the obligations of the City pursuant to Sections 4 and 5.

Section 3. CUSIP Number/Final Official Statement. The CUSIP Number of the final maturity of the Bonds is _____. The final Official Statement relating to the Bonds is dated _____, 2011 (the "Final Official Statement").

Section 4. Annual Financial Information Disclosure. Subject to Section 9 of this Disclosure Agreement, the City hereby covenants that it will disseminate, or will cause the Dissemination Agent to disseminate, the Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth below and in Exhibit I) by delivering such Annual Financial Information and the Audited Financial Statements to the MSRB within 180 days of the completion of the City's fiscal year.

The City is required to deliver or cause delivery of such information in Prescribed Form and by such time so that such entities receive the information by the dates specified.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will

disseminate or cause dissemination of a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Disclosure Agreement, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

Section 5. Material Events Disclosure. Subject to Section 9 of this Disclosure Agreement, the City hereby covenants that it will disseminate or cause dissemination in a timely manner, not in excess of ten (10) business days after the occurrence of the event, Material Events Disclosure to the MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Disclosure Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Bonds pursuant to the Indenture. The City is required to deliver or cause delivery of such Material Events Disclosure in the same manner as provided by Section 4 of this Disclosure Agreement.

Section 6. Duty to Update EMMA/MSRB. The Dissemination Agent shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB's e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

Section 7. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner or shall cause such notice to be given by the Dissemination Agent, not in excess of ten (10) business days after the occurrence of the event, to the MSRB in Prescribed Form of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Disclosure Agreement, the Beneficial Owner of any Bond may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture or any other agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 8. Amendments; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if:

(i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City or type of business conducted;

(ii) This Disclosure Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary

offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(iii) The amendment or waiver does not materially impair the interests of the Beneficial Owners of the Bonds, as determined either by parties unaffiliated with the City (such as the Trustee) or by an approving vote of the Beneficial Owners of the Bonds holding a majority of the aggregate principal amount of the Bonds (excluding Bonds held by or on behalf of the City or its affiliates) pursuant to the terms of the Indenture at the time of the amendment; or

(iv) The amendment or waiver is otherwise permitted by the Rule.

Section 9. Termination of Undertaking. The Undertaking of the City shall be terminated hereunder when the City shall no longer have any legal liability for any obligation on or relating to the repayment of the Bonds. The City shall give notice to the MSRB, or shall cause the Dissemination Agent to give notice, in a timely manner and in Prescribed Form if this Section is applicable.

Section 10. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. A Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent for the City.

Section 11. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Agreement, the City shall not have any obligation under this Disclosure Agreement to update such information or include it in any future disclosure or notice of the occurrence of a Material Event.

Section 12. Beneficiaries. This Disclosure Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, the Trustee and the Beneficial Owners of the Bonds, and shall create no rights in any other person or entity.

Section 13. Recordkeeping. The City and the Dissemination Agent shall maintain records of all Annual Financial Information Disclosure and Material Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 14. Past Compliance. The City represents that it has complied with the requirements of each continuing disclosure undertaking entered into by it pursuant to the Rule in connection with previous financings to which the Rule was applicable.

Section 15. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise of performance of its powers and duties under this Disclosure Agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. Such indemnification obligation of the City shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 16. Counterparts. This Disclosure 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.

Section 17. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State, provided that to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

Dated: December 1, 2011

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

SIMMONS FIRST TRUST COMPANY, N.A.,
as Dissemination Agent

By:_____
Title:

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"*Annual Financial Information*" means financial information and operating data exclusive of Audited Financial Statements as set forth below of the type appearing or incorporated by reference under the caption "SECURITY FOR THE SERIES 2011 BONDS" in the Final Official Statement.

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to the MSRB or filed with the Commission. The City shall clearly identify each such item of information included by reference.

Annual Financial Information will be provided to the MSRB within 180 days after the last day of the City's fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, and Audited Financial Statements will be provided to the MSRB within 10 business days after availability to the City.

Audited Financial Statements will be prepared in accordance with generally accepted accounting principles in the United States as in effect from time to time.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Disclosure Agreement, including for this purpose a change made to the fiscal year-end of the City, the City will disseminate a notice to the MSRB of such change in Prescribed Form as required by such Section 4.

EXHIBIT II

EVENTS WITH RESPECT TO THE BONDS FOR WHICH MATERIAL EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies

2. Nonpayment-related defaults, if material

3. Unscheduled draws on debt service reserves reflecting financial difficulties

4. Unscheduled draws on credit enhancements reflecting financial difficulties

5. Substitution of credit or liquidity providers, or their failure to perform

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security

7. Modifications to rights of security holders, if material

8. Bond calls, if material, and tender offers

9. Defeasances

10. Release, substitution or sale of property securing repayment of the securities, if material

11. Rating changes

12. Bankruptcy, insolvency, receivership or similar event of the City*

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

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* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Handed out at the City Council Meeting 11-01-11

Parking Revenue Bonds
Parking Deck
Entertainment District

CROSSLAND
CONSTRUCTION COMPANY, INC.

1800 S. 52nd Street, Suite 300
Rogers, Arkansas 72758
tel 479.464.7077
fax 479.464.7050

RE: City of Fayetteville Parking Garage

Option One – SE Deck

General Information

- Site to be the southeast corner of the intersection of Spring Street and West Ave.
- Cast-in-place structure utilizing post tensioning.
- Deep foundation will be required.
- Exterior skin to be architectural treatment such as brick
- Approx. 290 spaces, 230 net gain (Spacing and layout could produce more spaces)

Cost

- Approx. $5,365,000, or $18,500 per space
- Cost does not include any design fees
- Cost does not include any rock excavation beyond what is reasonably expected for foundation work

Site Information and Challenges

- Small site, will need to use grassy area across Spring Street for construction lay down area
- Inefficient size. To construct a six story deck on such a small site will cause the cost of each space to be greater than normal.
- Presence of ground water in the area of the site
- Presence of rock in area of the site will increase the cost of the foundation work
- Time: In order to construct this structure safely with such limited access to, in, and around the site will cause the project schedule to be around 15 to 19 months.
- Possible disruption of local utilities
- May require the addition of a traffic signal at the intersection (not included in cost)
- Would disrupt a relatively few amount of existing parking spaces
- Would require coordination with adjacent property owners
- Could require land acquisition of land from adjacent properties

CROSSLAND
CONSTRUCTION COMPANY, INC.
1800 S. 52nd Street, Suite 300
Rogers, Arkansas 72758
tel 479.464.7077
fax 479.464.7050

Option Two – WAC Lot

General Information

- Excavate existing approx. 290 space surface lot at the south west corner of West Ave. and Dickson Streets to accommodate an additional approx. 260 subterranean spaces.
- Structure will be cast in place foundation and basement walls with a precast concrete structure supporting new parking at or slightly above the level of the existing surface lot grade. New upper level will be approx. 305 spaces
- Approx. 565 spaces, 275 net gain (Spacing and layout could produce more spaces)

Cost

- Approximately 5,085,000, or $9,000 per space
- Cost does not include any design fees
- Cost does not include any rock excavation beyond what is reasonably expected for foundation work

Site Information and Challenges

- Will require the disruption of major parking lot in the entertainment district
- Knowledge of existing conditions via as-built drawing of existing parking lot makes fewer unknowns about the site and subsurface conditions.
- Modification of existing Storm Sewer system will be required
- Creates opportunity to construction a permanent/semi-permanent stage or performance platform.
- Very efficient structure, creates additional parking at a much less than normal parking deck cost because of larger surface area of the site which makes constructing the required parking spaces possible without building a tall structure.
- Structure can be designed so that additional levels (probably one or two) could be added in the future as need arises.
- Not building a multi-level above grade structure eliminates the need for additional architectural finished on the exterior, which in turn lowers the cost.
- Time: This project could be constructed in approx. 9 to 12 months
- May require the addition of a traffic signal at the intersection (not included in cost)

KUTAK ROCK LLP
DRAFT 10/20/11

BOND PURCHASE AGREEMENT

December __, 2011

City of Fayetteville
City Administration Building
113 West Mountain
Fayetteville, Arkansas 72701

$_____
City of Fayetteville, Arkansas
Parking Revenue Improvement Bonds
Series 2011

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 the date set forth above.

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 $_____ City of Fayetteville, Arkansas Parking Revenue Improvement Bonds, Series 2011 (the "Bonds"), at a purchase price (the "Purchase Price") of $_____ (equal to the par amount of the Bonds [less][plus] a net reoffering [discount][premium] of $_____ and less underwriter's discount of $_____) plus accrued interest, if any, from December 1, 2011 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. 2011) §§14-164-401 *et seq.* (the "Local Government Revenue Bond Act").

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 all net revenues (after provision for operation and maintenance expenses, including previous debt for parking equipment) attributable to parking fees, leases, rents, fines, charges and other revenues collected by the City with respect to its meters, lots and other parking facilities, and including net revenues to be generated with respect to the Project and net revenues with respect to City management of parking facilities

owned by third parties (the "Net Parking Revenues"), and (2) moneys or investments on deposit in the Revenue Fund, Bond Fund, Debt Service Reserve Fund and Project Fund established by a Trust Indenture dated as of December 1, 2011 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as trustee (the "Trustee"), all as more particularly described in the Indenture.

The Bonds shall be issued and secured pursuant to an ordinance of the City adopted by the City Council on November __, 2011 (the "Authorizing Ordinance"), 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 finance the acquisition, construction, extensions and equipping of the Project (as defined in the Indenture), (ii) to establish a Debt Service Reserve Fund for the purpose of securing the Bonds, and (iii) to pay the costs of issuance of the Bonds.

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 to be 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 inside 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 _____, 2011, 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 "Rule"). 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 addresses as the Underwriter shall specify, as many copies of the final Official Statement dated _____, 2011, 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) The City hereby authorizes and approves the Preliminary Official Statement and the final Official Statement, consents to their distribution and use by the Underwriter and authorizes the execution of the final Official Statement by a duly authorized officer of the City. The City 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 Local Government Revenue Bond Act 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 charge and collect the Parking Revenues, (iv) to issue, sell and deliver the Bonds to the Underwriter as provided herein, (v) to pledge irrevocably the Net Parking 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 Local Government Revenue Bond Act, 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 has been duly adopted by City Council of the City, is in full force and effect and constitutes the legal, valid and binding act of the City; and this Bond Purchase Agreement, the 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 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 Local Government Revenue Bond Act, 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, the execution and delivery of this Bond Purchase Agreement, the Bonds, the 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 Bonds, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement have been obtained.

(j) 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 the imposition or collection of the Parking Revenues, 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 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.

(k) 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.

(l) 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.

(m) The history with respect to the Net Parking Revenues set forth in the Preliminary Official Statement under the caption entitled "SECURITY FOR THE SERIES 2011 BONDS" is fair, accurate and complete.

(n) 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 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, Net Parking Revenues, and the current financial condition and ongoing operations of the City, all as the Underwriter may reasonably request.

6. **Closing**. At 10:00 a.m. Fayetteville, Arkansas time on December __, 2011, 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 Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as trustee (the "Trustee"), together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the Purchase Price 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 Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement and the other documents relating 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, 234 East Millsap Road, Suite 400, Fayetteville, 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 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 the Net Parking Revenues 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 have occurred;

(c) Receipt of fully executed originals of the 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 all other ordinances and resolutions of the City relating to the Bonds;

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

(6) A certificate, in form and substance satisfactory to the Underwriter, of the Mayor of the City, 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 by all action necessary under the Local Government Revenue Bond Act and the laws and Constitution of the State of Arkansas, and has duly authorized the execution, delivery and due performance of the Bonds, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement, the Official Statement and this Bond Purchase Agreement; (iii) no litigation is pending, or to his knowledge 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 the collection or pledge of the Net Parking Revenues or the validity of the Bonds, the Official Statement, the Authorizing Ordinance, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement or this Bond Purchase Agreement; (iv) the Bonds, the 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, 2010, there has not been any material adverse change in the financial condition or results of operations of the City whether or

not arising in the ordinary course of business, other than as set forth in the Official Statement; (vi) the Authorizing Ordinance has not been amended, modified or repealed as of the Closing Date, and the Authorizing Ordinance remains 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, have been in any manner repealed, amended or changed; (viii) the City has complied in all respects with the provisions of the Local Government Revenue Bond Act and has full legal right, power and authority to charge and collect the Parking Revenues and to issue the Bonds for the purposes stated in the Local Government Revenue Bond Act 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; (x) to the best of his knowledge, no event affecting the City or the Net Parking Revenues 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; and (xi) the City is not then in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Indenture;

(7) 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, to charge and collect the Parking Revenues, 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 has been duly adopted by the City by all action necessary under the Local Government Revenue Bond Act and the laws and Constitution of the State of Arkansas, and each remains 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 PROJECT," "THE CITY" 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 ordinances setting the fees, rents, fines and charges generating the Parking Revenues, the Authorizing Ordinance, 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 adoption of the Authorizing Ordinance and 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;

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

(9) 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

(10) 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 of a material fact contained in the Official Statement or caused by any 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 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 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, Federal Funds charges, 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 the Underwriter 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 to the Mayor 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 72701, Attention: Mr. Dennis Hunt.

14. **Nonassignability**. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assigns 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:_____
Title:

Accepted and agreed to as of _____ __.m.
on the date first above written:

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

EXHIBIT A

MATURITY SCHEDULE

$_____
City of Fayetteville, Arkansas
Parking Revenue Improvement Bonds
Series 2011

(December 1) Maturity	Principal Amount	Interest Rate	Yield	Price
2012	$	%	%	%
2013				
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				

(with accrued interest on all Bonds from December 1, 2011)

---

* Mandatory sinking fund redemption.

EXHIBIT B

PROPOSED FORM OF BOND COUNSEL APPROVING OPINION

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

December ___, 2011

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons First Trust Company, N.A., as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Fayetteville, Arkansas

$_____
City of Fayetteville, Arkansas
Parking Revenue Improvement Bonds
Series 2011

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 $_____ Parking Revenue Improvement Bonds, Series 2011 (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. 2011) §§14-164-401 *et seq.* (as from time to time amended, the "Local Government Revenue Bond Act"), pursuant to Ordinance No. _____ of the City, duly adopted and approved on _____, 2011 (the "Authorizing Ordinance"), and pursuant to a Trust Indenture dated as of December 1, 2011 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas, 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 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 Authorizing Ordinance and to 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.

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 Local Government Revenue Bond Act, 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 Parking Revenues (as defined in the Indenture).

5. The Net Parking 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 Parking Revenues. Under the laws of the State of Arkansas, including, particularly, Arkansas Code Annotated (2001 Repl. & 2011 Supp.) Section 4-9-109(d)(14), the pledge, assignment and security interest in the Net Parking Revenues securing the Bonds is and shall be prior to any judicial lien hereafter imposed on said Net Parking 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 Parking Revenues.

6. Interest on the 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. The opinion described in the preceding sentence assumes 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 arising with respect to 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

December ___, 2011

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons First Trust Company, N.A., as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Fayetteville, Arkansas

$_____
City of Fayetteville, Arkansas
Parking Revenue Improvement Bonds
Series 2011

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.

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 Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

In addition to the documents specifically mentioned in the approving opinion, in connection with this opinion we have also examined:

(a) An executed counterpart of the Bond Purchase Agreement dated _____, 2011 (the "Bond Purchase Agreement"), by and between the City and Stephens Inc., as underwriter (the "Underwriter");

(b) An executed counterpart of the Continuing Disclosure Agreement dated _____, 2011 (the "Disclosure Agreement"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as dissemination agent (the "Agent");

(c) An executed counterpart of the Tax Regulatory Agreement dated December __, 2011 (the "Tax Regulatory Agreement"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as trustee (the "Trustee"); and

(d) Portions of the Official Statement dated December __, 2011, with respect to the Bonds (the "Official Statement"), captioned "INTRODUCTORY STATEMENT," "THE SERIES 2011 BONDS," "SECURITY FOR THE SERIES 2011 BONDS," "SOURCES AND USES OF FUNDS," "DEFINITIONS OF CERTAIN TERMS," "SUMMARY OF THE INDENTURE," "SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT," "TAX MATTERS," and "APPENDIX A – Form of Opinion of Bond Counsel" (the "Relevant Captions") insofar as they relate to this opinion.

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

1. 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 constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

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

3. 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 constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

4. 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.

The enforceability of the respective obligations of the parties to the documents and other items described above, and the availability of certain rights and remedies provided for therein, may be limited by bankruptcy, receivership, insolvency, reorganization, moratorium, marshalling or other similar statutes or rules of law affecting creditors' rights and remedies, to general principles of equity and to the discretion of any court in granting any relief or issuing any order, whether the proceeding is considered a proceeding at law or equity. In particular, the right to indemnification under any of the documents or other items described above may be limited by federal or state securities laws or by the public policy underlying such laws.

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

Very truly yours,

KUTAK ROCK LLP
DRAFT 10/20/11

CITY OF FAYETTEVILLE, ARKANSAS

to

SIMMONS FIRST TRUST COMPANY, N.A.
as Trustee

TRUST INDENTURE

Dated as of December 1, 2011

Providing for:

$_____
City of Fayetteville, Arkansas
Parking Revenue Improvement Bonds
Series 2011

Prepared by:

Kutak Rock LLP
124 West Capitol Avenue, Suite 2000
Little Rock, Arkansas 72201

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of December 1, 2011, 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, as party of the first part, and **SIMMONS FIRST TRUST COMPANY, 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 in Pine Bluff, Arkansas, as party of the second part;

W I T N E S S E T H:

WHEREAS, the City has determined that there is a need for a source of funds to finance all or a portion of the costs of acquiring, constructing and equipping parking deck facilities and related roadway and other improvements (collectively, the "2011 Project"), such facilities and improvements to be located in the City's Entertainment District Parking Zone; 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. & Supp. 2011) Sections 14-164-401 *et seq.* (as from time to time amended, the "Act"), to issue and sell its revenue bonds for the purpose of financing "capital improvements" (as defined in the Act), such as those improvements comprising the 2011 Project; and

WHEREAS, in order to secure funds necessary to finance some or all of the costs of the 2011 Project in accordance with the provisions of the Act, the City proposes to issue its Parking Revenue Improvement Bonds, Series 2011 (the "Series 2011 Bonds"), in the aggregate principal amount of $_____, such Series 2011 Bonds to be payable from and secured by a pledge of all net revenues (after provision for operation and maintenance expenses, including previous debt for parking equipment) attributable to parking fees, leases, rents, fines, charges and other revenues collected by the City with respect to its meters, lots and other parking facilities, and including net revenues to be generated with respect to the 2011 Project and net revenues with respect to the City management of parking facilities owned by third parties (the "Net Parking Revenues"); and

WHEREAS, the City has further determined to enter into this Indenture to authorize the issuance of and to secure the Series 2011 Bonds by granting to the Trustee a pledge and assignment of the interests and other rights herein contained, and certain funds created hereby; and

WHEREAS, the Series 2011 Bonds are to be dated, bear interest, mature and be subject to redemption as hereinafter in this Indenture set forth in detail; and

WHEREAS, provision is made in this Indenture for the issuance of Additional Bonds (hereinafter defined) upon compliance with certain conditions set forth herein; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Series 2011 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 _____, 2011; and

WHEREAS, all things necessary to make the Series 2011 Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the City according to the import thereof, and to constitute this Indenture a valid pledge of the Net Parking Revenues (hereinafter defined) to the payment of the principal of, premium, if any, and interest on the Series 2011 Bonds, as specified in and in accordance with the provisions hereof, have been done and performed, and the creation, execution and delivery of this Indenture and the creation, execution, issuance and delivery of the Series 2011 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH:

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Series 2011 Bonds by the holders and owners thereof, and the sum of Ten Dollars ($10.00), lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on the Series 2011 Bonds and all Additional Bonds (hereinafter defined) according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Series 2011 Bonds and Additional Bonds (collectively, the "Bonds"), does hereby grant, bargain, sell, convey, mortgage, assign, transfer and pledge unto the Trustee, and unto its successor or successors in trust, and to them and their assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth the following:

1.

Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, the Net Parking Revenues (hereinafter defined), including particularly the moneys in and pledged to the Revenue Fund, Bond Fund, Debt Service Reserve Fund and Project Fund (each hereinafter defined) established by this Indenture, including the investment earnings thereon, if any; and

2.

All moneys, securities and obligations from time to time held by the Trustee under the terms of this Indenture (except for moneys, securities or obligations deposited with or paid to the Trustee for the redemption or payment of Bonds which are deemed to have been paid in accordance with Article VIII hereof), and any and all real and personal property, rights and interests of every kind and nature from time to time which have been, are hereby, or hereafter

are, by delivery or by writing or transfer of any kind, conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the City or by any other person, firm or corporation, or with the written consent of the City, to the Trustee, which is hereby authorized to receive any and all such properties, rights and interests at any time and at all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trusts and to them and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all owners of the said Bonds issued under and secured by this Indenture without privilege, priority or distinction as to lien or otherwise of any of the Bonds over any of the other Bonds; provided, however, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest due on the Bonds, at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof, and shall make the payments as required under this Indenture or shall provide, as permitted hereby, for the payment thereof by depositing or causing to be deposited with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all of the covenants and conditions pursuant to the terms of this Indenture to be kept, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments or deposits this Indenture and the lien and rights hereby granted shall cease, determine and be void; otherwise, this Indenture is to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH that, and it is expressly declared that, all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all revenues and income hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Bonds or any part thereof, as follows, that is to say:

[END OF RECITALS AND GRANTING CLAUSES]

ARTICLE I

DEFINITIONS

Section 101. Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings:

"Act" means the Local Government Capital Improvement Revenue Bond Act of 1985, codified as Arkansas Code Annotated (1998 Repl. & Supp. 2011) Sections 14-164-401 *et seq.*, as from time to time amended.

"Additional Bonds" mean Bonds in addition to the Series 2011 Bonds which are issued under the provisions of Section 213 of this Indenture.

"Amendment 65" means Amendment No. 65 to the Constitution of the State of Arkansas, approved by the voters of the State on November 4, 1986.

"Annual Debt Service" means, 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 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 Parking Revenues.

"Authorized Representative" means either the Mayor or the Finance Director of the City and such additional persons as from time to time may be designated to act on behalf of the City by a Certificate furnished to the Trustee containing the specimen signature thereof and executed on behalf of the City by its Mayor.

"Authorizing Ordinance" means Ordinance No. _____, adopted by the City Council on _____, 2011, which authorized the issuance of the Series 2011 Bonds pursuant to this Indenture.

"Beneficial Owner" means any Person who acquires beneficial ownership interest in a Bond held by the Securities Depository. In determining the Beneficial Owner of any Bond, the Trustee may rely exclusively upon written representations made and information given to the Trustee by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository in which a beneficial ownership interest is claimed.

"Bond Counsel" means any firm of nationally recognized municipal bond counsel selected by the City and acceptable to the Trustee.

"Bond Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Bonds" mean the Series 2011 Bonds and all Additional Bonds issued by the City pursuant to this Indenture.

"Book-Entry System" means the book-entry system maintained by the Securities Depository described in Section 217 of this Indenture.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city in which the principal corporate trust office of the Trustee is located are authorized or required by law or executive order to close, or (c) a day on which the New York Stock Exchange or the Securities Depository is closed.

"Certificate" means a document signed by an Authorized Representative of the City attesting to or acknowledging the circumstances or other matters therein stated.

"City" means the City of Fayetteville, Arkansas, a municipality and political subdivision under the laws of the State of Arkansas.

"City Clerk" means the person holding the office and performing the duties of the City Clerk of the City.

"Closing Date" means, with respect to any series of Bonds, the date upon which there is an exchange of such series of Bonds for the proceeds representing the purchase price for such series of Bonds by the Original Purchaser or Purchasers thereof.

"Code" means the Internal Revenue Code of 1986, as from time to time amended, and applicable regulations issued or proposed thereunder.

"Completion Date" means the date upon which a Project is first ready for normal continuous operation, as certified by an Authorized Representative.

"Continuing Disclosure Agreement" means, collectively, each Continuing Disclosure Agreement between the City and a dissemination agent, dated the date of issuance and delivery of a series of Bonds, as originally executed and as amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, including, but not limited to, underwriting discounts, fees and expenses, publication expenses, expenses of printing, reproducing, filing and recording documents, initial fees and charges of the Trustee and any Paying Agent, fees and expenses for legal, accounting and other professional services, rating fees, costs of securing any credit enhancement for the Bonds, costs of execution, transportation and safekeeping of the Bonds, and other costs, charges and fees incurred in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Debt Service" means, 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" means the fund by that name created and established in Section 501 of this Indenture.

"Depository" means a national or state banking corporation or association (which may include the Trustee and any Paying Agent) which holds membership in the Federal Deposit Insurance Corporation.

"Event of Default" means any event of default specified in Section 901 hereof.

"Fiscal Year" means the 12-month period used, at any time, by the City for accounting purposes, which may be the calendar year.

"Fund" means a fund established by Article V of this Indenture.

"Government Securities" means direct obligations of, or obligations fully guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States of America (including obligations issued or held in book-entry form on the books of the U.S. Department of Treasury).

"Holder" or "Bondholder" or "owner of the Bonds" means the registered owner of any Bond.

"Indenture" means this Trust Indenture dated as of December 1, 2011, between the City and the Trustee, pursuant to which the Bonds are issued, and any amendments and supplements hereto.

"Investment Securities" means, if and to the extent the same are at the time legal for investment of funds held under this Indenture:

(a) Cash (insured at all times by the Federal Deposit Insurance Corporation);

(b) Government Securities;

(c) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

(1) U.S. Export-Import Bank (Eximbank);

(2) Rural Economic Community Development Administration;

(3) U.S. Maritime Administration;

(4) Small Business Administration;

(5) U.S. Department of Housing & Urban Development (PHAs);

(6) Federal Housing Administration (FHA); and

(7) Federal Financing Bank;

(d) 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:

(1) Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC);

(2) Obligations of the Resolution Funding Corporation (REFCORP); and

(3) Senior debt obligations of the Federal Home Loan Bank System;

(e) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by the FDIC;

(f) 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 not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(g) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase;

(h) Investments in money market funds rated "AAAm" or "AAAm-G" or better by S&P;

(i) 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

(1) 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

(2) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or Government Securities, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds 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; and

(j) Municipal Obligations rated "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by both Moody's and S&P.

"Mayor" means the person holding the office and performing the duties of the Mayor of the City.

"Moody's" means Moody's Investors Service, Inc., and any successor thereto.

"Net Parking Revenues" means Parking Revenues less Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all reasonable and necessary costs and expenses incurred in the operation, maintenance, repair and insuring of the City's parking meters, lots and other parking facilities which are properly accounted for such purposes under generally accepted accounting principles, including debt service on debt incurred to acquire parking equipment prior to the date of this Indenture. Such term does <u>not</u> include Debt Service on the Bonds and Subordinate Obligations or depreciation expense.

"Original Purchaser" means the first purchaser(s) of a series of Bonds from the City.

"Outstanding" means, when used with reference to the Bonds, as of any particular date, the aggregate of all Bonds authenticated and delivered under this 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 this Indenture; and

(c) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to this Indenture.

"Parking Revenues" means all revenues attributable to parking fees, leases, rents, fines, charges and other revenues collected by the City with respect to its meters, lots and other parking facilities, and including revenues to be generated with respect to the 2011 Project and net revenues with respect to City management of parking facilities owned by third parties.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing of Participants exists at the time of such reference.

"Paying Agent" means 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.

"Person" means 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.

"Project" means the 2011 Project and any other parking facility related "capital improvements" (as defined in the Act) financed with the proceeds of Additional Bonds.

"2011 Project" means the particular betterments and improvements to be financed with the proceeds of the Series 2011 Bonds.

"Project Costs" means, to the extent permitted by the Act or other applicable laws, with respect to a Project, all costs of planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation, including obtaining governmental approvals, certificates, permits and licenses with respect thereto, heretofore or hereafter paid or incurred by or on behalf of the City and which shall include, but shall not be limited to:

(a) preliminary investigation and development costs, engineering fees, contractors' fees, labor costs, the cost of materials, equipment, utility services and supplies, costs of obtaining permits, licenses and approvals, costs of real property, insurance premiums, legal and financing fees and costs, administrative and general costs, and all other costs properly allocable to the acquisition, construction and equipping of the Project and placing the same in operation;

(b) all costs relating to injury and damage claims arising out of the acquisition, construction or equipping of the Project;

(c) all other costs incurred in connection with, and properly allocable to, the acquisition, construction and equipping of the Project; and

(d) amounts to pay or reimburse the City or any City fund for expenses of the City incident and properly allocable to such planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation of the Project.

"Project Fund" means the fund by that name created and established in Section 501 of this Indenture.

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

"Rebate Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Record Date" means with respect to any interest payment date of the Bonds, the fifteenth day of the calendar month next preceding the month in which such interest payment date falls.

"Requisition" means a written requisition of the City, consecutively numbered, signed by an Authorized Representative in the form of Exhibit B to this Indenture.

"Reserve Requirement" means, with respect to each series of Bonds, an amount equal to the least of (i) the maximum Annual Debt Service with respect to such series of Bonds, (ii) 125% of the average Annual Debt Service with respect to such series of Bonds, or (iii) 10% of the stated original principal amount of such series of Bonds. For all purposes of this Indenture, the Reserve Requirement may be satisfied by cash or by Investment Securities.

"Revenue Fund" means the fund by that name created and established in Section 501 of this Indenture.

"S&P" means Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., and any successor thereto.

"Securities Depository" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository institution appointed by the City or the Trustee to act as depository for the Bonds in connection with the Book-Entry System.

"Series 2011 Bonds" means the initial series of Bonds being issued under and secured by this Indenture in the aggregate principal amount of $_____ for the purpose of financing the 2011 Project.

"State" means the State of Arkansas.

"Subordinate Obligations" means debt obligations of the City secured by a pledge of the Net Parking Revenues that is subordinate to the lien thereon securing the payment of the Bonds, as permitted by the provisions of Section 215 of this Indenture.

"Supplemental Indenture" means any indenture supplemental to or amendatory of this Indenture, adopted by the City in accordance with Article XI hereof.

"Tax Regulatory Agreement" means with respect to any series of Bonds, that Tax Regulatory Agreement of the City relating to maintenance of the excludability of interest on such Bonds from gross income for federal income tax purposes, delivered in connection with the issuance of such series of Bonds.

"Trustee" means the banking corporation or association designated as Trustee in the Indenture, and its successor or successors as such Trustee. The original Trustee is Simmons First Trust Company, N.A., Pine Bluff, Arkansas.

"Trust Estate" means the property described in the granting clauses of this Indenture.

Section 102. Use of Words. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond", "owner", "holder" and "person" shall include the plural, as well as the singular, number.

ARTICLE II

THE BONDS

Section 201. Security for the Bonds. (a) The Bonds are special and limited obligations of the City payable as to principal, premium, if any, and interest solely out of the Trust Estate (including the Net Parking Revenues), which Trust Estate shall be, and the same hereby is, pledged, appropriated and assigned to such payment in accordance with the provisions of this Indenture. Such pledge, appropriation and assignment shall not prevent the application of such pledged moneys and revenues for the purposes and on the terms set forth in this Indenture. The Bonds do not constitute an indebtedness for which the faith and credit of the State of Arkansas or the City is pledged within the meaning of any Constitutional or statutory limitation. The Bonds shall never constitute an obligation of or a charge against the general credit or taxing powers of the City.

(b) The pledge, charge, lien, trusts and assignments made herein and hereby with respect to the Trust Estate shall be valid and binding, and shall be deemed continuously perfected from the time of issuance of the Series 2011 Bonds, and the Trust Estate shall thereupon be immediately subject to the pledge, charge, lien, trust and assignment created hereby upon receipt thereof by or for the City or the Trustee or the Paying Agent hereunder, without any physical delivery, segregation thereof or further act, and such pledge, charge, lien, trust and assignment shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

(c) The Bonds shall be equally and ratably payable and secured hereunder without priority by reason of date of adoption of this Indenture or any Supplemental Indenture authorizing their issuance or by reason of their series, number, date, date of issue, execution, authentication or sale, or otherwise.

Section 202. Authorized Amount of the Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. The total principal amount of Bonds that may be issued is hereby expressly limited to $_____, except as provided in Section 210 and Section 213 hereof.

Section 203. Details of the Bonds. (a) The Series 2011 Bonds (i) shall be designated "City of Fayetteville, Arkansas Parking Revenue Improvement Bonds, Series 2011," (ii) shall be in the aggregate principal amount of $_____, (iii) shall be dated as of December 1, 2011, (iv) shall bear interest from such date at the rates hereinafter provided until paid, payable semiannually on June 1 and December 1 of each year, commencing June 1, 2012, (v) shall be

issued in denominations of $5,000 each, or any integral multiple thereof, (vi) shall be numbered from R11-1 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 December 1 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 2011 Bonds:

Year (December 1)	Principal Amount	Interest Rate
2012	$	%
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

Section 204. Bond Form. (a) The Series 2011 Bonds shall be initially issued as fully registered Bonds without coupons, in the form of _____ typewritten bond certificates (one for each maturity) to be delivered to the Securities Depository. Each such certificate shall be initially registered in the name of the nominee of the Securities Depository, and no Beneficial Owner will receive a certificate representing his interest in the Series 2011 Bonds, except upon the occurrence of the events described in Section 217 hereof. Beneficial Owners will be deemed to have waived any right to receive a bond certificate except under the circumstances described in Section 217. The Series 2011 Bonds and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the form set forth in Exhibit A hereto, with appropriate variations, insertions and omissions as permitted or required by this Indenture.

Section 205. Payment. The Bonds shall be payable, with respect to principal, premium, if any, and interest in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable upon surrender thereof at the principal corporate trust office of the Trustee. Payment of interest on each Bond shall be made by check or draft mailed to the registered owner of such Bond as of the applicable Record Date at his address as it appears on the registration books maintained by the Trustee. For purposes of this Indenture, interest on the Bonds shall be deemed to accrue on the basis of a 360 day year of twelve 30 day months. So long as the Securities Depository or its nominee is the sole registered owner of the Bonds, payment of interest thereon shall be made by wire transfer of immediately available funds by the Paying Agent to the Securities Depository or its nominee.

Section 206. Execution. The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. A facsimile signature shall have the same force and effect as if manually signed. In case any officer whose manual signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery.

Section 207. Limited Obligation. The Bonds, together with interest thereon, are limited and special obligations of the City payable solely out of the Trust Estate, which shall be, and hereby is, pledged and charged to such payment in accordance with the provisions of this Indenture, and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision and shall never constitute an obligation of or a charge against the general credit of the City. The Bonds shall be secured by such pledge and charge and by a lien on the Trust Estate, all in accordance with and subject to the conditions and provisions of the Act and this Indenture.

Section 208. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A attached hereto duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid and obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 209. Delivery of the Bonds. The City shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds of any series and deliver said Bonds to the Securities Depository as may be directed in this Section 209, in Section 213 hereof or in any Supplemental Indenture.

(a) Prior to the delivery or original issuance by the Trustee of any authenticated Bonds of any series, there shall be delivered to the Trustee:

(1) An original executed counterpart of this Indenture or, in the case of Additional Bonds, a Supplemental Indenture by and between the City and the Trustee setting forth the details concerning such Additional Bonds;

(2) Original executed counterparts of the Continuing Disclosure Agreement and the Tax Regulatory Agreement applicable to such series of Bonds;

(3) A Certificate of the City directing the Trustee to authenticate the Bonds and containing instructions as to the delivery of the Bonds upon payment to the Trustee, for the account of the City, of a sum specified in such Certificate;

(4) A copy, duly certified by the City Clerk, of the proceedings of the City authorizing the issuance of the Bonds;

(5) A written opinion of Bond Counsel approving the legality of the Bonds;

(6) In the case of any series of Additional Bonds, a Certificate signed by the Mayor certifying that (i) the City is not then in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Indenture, and (ii) the City is current as to all required deposits at that time in all the Funds described in Article V of this Indenture or hereafter created by Supplemental Indentures, or if the City is in default or is not so current, certifying in the case of (i) or (ii) as to that fact and that upon the application of the proceeds of the sale of such Additional Bonds as provided in the Supplemental Indenture authorizing the issuance thereof, the City will not be in default or will be current thereafter;

(7) In the case of any series of Additional Bonds, a written opinion of Bond Counsel to the effect that the exemption from federal income tax of the interest on the Series 2011 Bonds and any Additional Bonds theretofore issued will not be adversely affected by the issuance of the Additional Bonds being issued;

(8) In the case of any series of Additional Bonds, a statement of a Qualified Accountant or a Certificate of Mayor, as the case may be, satisfying the requirements of Section 213 hereof; and

(9) Such further documents and certificates as may be required by the Original Purchaser or Purchasers of such series of Bonds.

(b) Simultaneously with the delivery of the Series 2011 Bonds, the Trustee shall apply the proceeds thereof as follows:

(1) The amount, if any, received as accrued interest on the Series 2011 Bonds shall be deposited in the Bond Fund;

(2) $_____, an amount equal to the Reserve Requirement with respect to the Series 2011 Bonds, shall be deposited in the Debt Service Reserve Fund;

(3) An amount equal to $_____ shall be deposited in the Costs of Issuance Fund for payment of Costs of Issuance pursuant to the written direction of the City; and

(4) The balance of said proceeds in the amount of $_____ shall be deposited in the Project Fund.

Section 210. Mutilated, Destroyed or Lost Bonds. In case any Bond issued hereunder shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like series, date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond destroyed or lost, upon the Holder's paying the reasonable expenses and charges of the City and the Trustee in connection therewith, and, in the case of a Bond destroyed or lost, filing by the Holder with the Trustee evidence satisfactory to the Trustee that such Bonds were destroyed or lost, and of the Holder's ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new Bond. In the event any such Bonds shall have matured, instead of issuing a new Bond, the City may pay the same without the surrender thereof. Upon the issuance of a new Bond under this Section 210, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Section 211. Registration and Transfer of Bonds. The City hereby constitutes and appoints the Trustee as Bond registrar of the City, and as Bond registrar the Trustee shall keep books for the registration and for the transfer of the Bonds as provided in this Indenture at the principal corporate trust office of the Trustee. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered owner thereof, or the owner's legal representative, and neither the City, the Trustee nor the Bond registrar shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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.

Bonds may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of any other authorized denomination or denominations of the same series with corresponding maturities. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

Such 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.

If the Securities Depository or its nominee is the sole registered owner of the Bonds, transfers of ownership and exchanges shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. In such case, the Trustee shall deal with the Securities Depository as representative of the Beneficial Owners of the Bonds for purposes of exercising the rights of Bondholders hereunder, and the rights of the Beneficial Owners of such Bonds held by the Securities Depository or its nominee shall be limited to those established by law and agreements between such Beneficial Owners and the Securities Depository and its Participants. Requests, consents and directions from, and votes of, the Securities Depository or its nominee as representative shall not be deemed inconsistent if they are made with respect to different Participants or Beneficial Owners.

Section 212. Cancellation. All Bonds surrendered for payment, redemption, transfer or exchange, if surrendered to the Trustee, shall be promptly cancelled by it, and, if surrendered to any person other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by it. The City may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. All cancelled Bonds held by the Trustee shall be disposed of as directed by the City. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the City of any Bonds, the Trustee may, upon the written request of the City, in lieu of such cancellation and delivery, destroy such Bonds in the presence of any officer of the City (but only if the City shall so require), and deliver a certificate of such destruction to the City.

Section 213. Additional Bonds. The City may issue from time to time one or more series of Additional Bonds for the purpose of (i) financing Project Costs in connection with the acquisition, construction or equipping of parking related "capital improvements" (as defined in the Act), (ii) refunding the Series 2011 Bonds or any series of Additional Bonds, in whole or in

part, or (iii) any combination thereof. Additional Bonds shall be secured equally and ratably with the Series 2011 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 this 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 Section 209 hereof, plus (I) in the case of Additional Bonds to finance Project Costs, a statement by a Qualified Accountant reciting the opinion, based upon necessary investigation, that Net Parking Revenues for the Fiscal Year immediately preceding the Fiscal Year in which such Additional Bonds are to be issued were not less than (i) 125% of the average Annual Debt Service on all then outstanding Bonds and Subordinate Obligations plus the Additional Bonds then proposed to be issued, and (ii) the amount, if any, needed to make required deposits into the Debt Service Reserve Fund, and (II) in the case of Additional Bonds to refund the Series 2011 Bonds or any series of Additional Bonds, a Certificate of the Mayor stating that, after taking into account the issuance of the Additional Bonds and the application of the proceeds thereof and other available funds to the refunding, the average Annual Debt Service on all outstanding Bonds and Subordinate Obligations will not be increased.

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

Notwithstanding anything herein to the contrary, no Additional Bonds shall be issued unless there is no default at the time of issuance under this Indenture.

Section 214. Superior Obligations Prohibited. Except to the extent permitted in Section 213 hereof for the issuance of Additional Bonds, from and after the issuance of any of the Bonds and for so long as any of the Bonds are Outstanding, the City shall not create or permit the creation of any indebtedness, or issue any bonds, notes, warrants, certificates or other obligations or evidences of indebtedness payable in any manner from the Parking Revenues, Net Parking Revenues or otherwise from the Trust Estate which (i) will in any way be superior to or rank on a parity with the Bonds, or (ii) will in any way be secured by a lien and charge on the Parking Revenues or Net Parking Revenues prior to or equal with the lien, pledge and charge created herein for the security of the Bonds, or (iii) will be payable prior to or equal with the payments to be made from the Net Parking Revenues and from the Revenue Fund into the Bond Fund and Debt Service Reserve Fund or from said Bond Fund and Debt Service Reserve Fund for the payment of the Bonds.

Section 215. Subordinate Obligation. Nothing in this 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 Parking Revenues or from a special fund to be established and maintained from Parking Revenues, provided payments from Parking Revenues or from Parking Revenues into such special fund, and the lien and charge on such Parking Revenues, shall be made junior and subordinate to the lien, pledge and charge created herein for the security and payment of the Bonds and other payments under this Indenture. Notwithstanding anything herein to the contrary, no Subordinate Obligations shall be issued unless there is no default at the time of issuance under this Indenture.

Section 216. Temporary Bonds. Until Bonds in definitive form are ready for delivery, the City may execute, and upon the request of the City, the Trustee shall authenticate and deliver, subject to the provisions, limitations and conditions set forth herein, one or more Bonds in temporary form, whether printed, typewritten, lithographed or otherwise produced, substantially in the form of the definitive Bonds, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bond in temporary form shall be entitled to the lien and benefit of this Indenture. Upon the presentation and surrender of any Bond or Bonds in temporary form, the City shall, without unreasonable delay, prepare, execute and deliver to the Trustee and the Trustee shall authenticate and deliver, in exchange therefor, a Bond or Bonds in definitive form. Such exchange shall be made by the Trustee without making any charge therefor to the Holder of such Bond in temporary form.

Section 217. Book-Entry Bonds; Securities Depository. The Bonds shall initially be registered to Cede & Co., the nominee for The Depository Trust Company, New York, New York (the "Securities Depository"), and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Trustee issues replacement bonds as provided in this Section 217. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Trustee authenticates and delivers replacement bonds to the Beneficial Owners as described in the following paragraph.

If the City or the Trustee determines (1)(A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any Bondholder other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (2) if the Trustee receives written notice from Participants representing interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any Bondholder other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Trustee shall notify the Bondholders of such determination or such notice and of the availability of certificates to Bondholders requesting the same, and the Trustee shall register in the name of and authenticate and deliver replacement bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each; provided, that in the case of a determination under (A) or (B) of this paragraph, the City or the Trustee may select a successor securities depository in accordance with the following

paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of replacement bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such replacement bonds. If the Securities Depository resigns and the City, the Trustee or Bondholders are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of replacement bonds to Bondholders, as provided herein. The Trustee may rely conclusively on information from the Securities Depository and its Participants as to the names and addresses of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of replacement bonds shall be paid for by the City.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 301. Redemption of Bonds. (a) The Series 2011 Bonds will be subject to redemption prior to maturity as follows:

(1) The Series 2011 Bonds are subject to redemption prior to maturity, at the option of the City, on and after December 1, 2016, in whole or in part at any time and in any order of maturity directed by the City, from funds from any source, at a redemption price equal to one hundred percent (100%) of the principal amount of the Series 2011 Bonds being redeemed, plus accrued interest to the date of redemption.

(2) The Series 2011 Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity, at a redemption price equal to one hundred percent (100%) of the principal amount of the Series 2011 Bonds being redeemed, plus accrued interest to the date of redemption, from unexpended proceeds of the Series 2011 Bonds (if such unexpended proceeds equal or exceed $100,000) in the Project Fund not needed for paying Project Costs with respect to the 2011 Project and segregated for the purpose of redeeming the Series 2011 Bonds.

(3) The Series 2011 Bonds maturing on December 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, on December 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium;

Year	**Principal Amount**
20__	$
20__	$
20__	$
20__	$
20__ (maturity)	$

(4) The Series 2011 Bonds maturing on December 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, on December 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium; and

Year	**Principal Amount**
20__	$
20__	$
20__	$
20__	$
20__ (maturity)	$

(5) The Series 2011 Bonds maturing on December 1, 20__ are subject to mandatory sinking fund redemption prior to maturity in part, on December 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium.

Year	**Principal Amount**
20__	$
20__	$
20__	$
20__ (maturity)	$

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for any Series 2011 Bonds, the City may deliver to the Trustee for cancellation Series 2011 Bonds of the appropriate maturity, or portions thereof ($5,000 or any integral multiple thereof), in any aggregate principal amount desired. Each such Series 2011 Bond, or portion thereof, so delivered or previously redeemed (otherwise than through mandatory sinking fund redemption) and canceled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City on such mandatory sinking fund redemption date,

and any excess over such amount shall be credited on future mandatory sinking fund redemption obligations of that maturity in chronological order, and the principal amount of such Series 2011 Bonds so to be redeemed shall be accordingly reduced.

Section 302. Notice. Notice of the call for any redemption, identifying the 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 the Securities Depository or its nominee is the sole registered owner of the Bonds, by any other means acceptable to the Securities Depository, including facsimile) to the registered owner of each such 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 Bond with respect to which no such failure or defect has occurred. Any notice mailed as provided in this Section 302 shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

Section 303. Selection of Bonds to be Redeemed. If less than all of the Bonds of like series, maturity, interest rate and otherwise identical payment terms shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of larger than the minimum denomination may be redeemed in the principal amount of such minimum denomination or a multiple thereof, and that for purposes of selection and redemption, any such Bond of a denomination larger than the minimum denomination shall be considered to be that number of separate Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bond by such minimum denomination. So long as the Securities Depository or its nominee is the sole registered owner of a series of Bonds, the procedures established by the Securities Depository shall control with respect to the selection of the particular Bonds of such series to be redeemed.

Section 304. Surrender of Bonds Upon Redemption. Notice having been given in the manner and under the conditions hereinabove provided, and moneys for payment of the redemption price being held by the Trustee as provided in this Indenture (i) the Bonds or portions of Bonds so called for redemption shall, on the date fixed for redemption designated in such notice, become due and payable at the redemption price provided for redemption of such Bonds, and interest on such Bonds or portions of Bonds so called for redemption shall cease to accrue, (ii) upon surrender of the Bonds or portions of Bonds so called for redemption in accordance with such notice, such Bonds or portions of Bonds shall be paid at the applicable redemption price, (iii) such Bonds or portions of Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and (iv) the owners of said Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Section 305. Redemption in Part. Any Bond which is to be redeemed only in part shall be surrendered to the Trustee (with, if the City or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Trustee duly executed by, the owner thereof or his attorney duly authorized in writing), and the appropriate officials of the

City shall execute and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same series, of any authorized denomination or denominations, having the same maturity and interest rate as requested by such owner, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Section 306. Redemption of Additional Bonds. Additional Bonds may be made subject to optional, extraordinary and mandatory sinking fund redemption, in whole or in part, in such manner, at such times and at such prices as may be provided in the Supplemental Indenture providing for their issuance.

ARTICLE IV

GENERAL COVENANTS AND REPRESENTATIONS

Section 401. Payment of Principal, Premium, if any, and Interest. The City covenants that it will promptly pay or cause to be paid the principal of and premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, premium, if any, and interest (except interest paid from the proceeds from the sale of the Bonds and accrued interest) are payable solely from the Trust Estate which is hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any funds or assets of the City other than the Trust Estate. Anything in this Indenture to the contrary notwithstanding, it is understood that whenever the City makes any covenants involving financial commitments it pledges no funds or assets other than the Trust Estate in the manner and to the extent herein specified, but nothing herein shall be construed as prohibiting the City from using any other funds or assets. The City covenants, as permitted by the Act, that while any of the Bonds are Outstanding, it will use due diligence in causing the collection of the Parking Revenues.

Section 402. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder, and in all ordinances pertaining hereto. The City covenants that it is duly authorized under the Constitution and laws of the State of Arkansas, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture and to make the pledge of the Net Parking Revenues and to make the covenants in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the Holders and owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 403. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such indenture or indentures supplemental hereto and such further acts, instruments and transfers

as the Trustee may reasonably require for the better assuring, transferring, mortgaging, pledging, assigning and confirming unto the Trustee of the Trust Estate.

Section 404. Recordation and Filing. To the extent necessary, the City covenants that it will cause this Indenture, such security agreements, financing statements, and all supplements thereto and other instruments as may be required from time to time to be kept, to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the owners of the Bonds and the rights of Trustee hereunder, and to perfect the security interest created by this Indenture.

Section 405. Inspection of Books. All books and documents in the possession of the City relating to the Parking Revenues shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate and by any Qualified Accountant required pursuant to the provisions hereof.

Section 406. Tax Covenants. The City shall not use or permit the use of any Bond proceeds or any other funds of the City, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions which would adversely effect the exclusion of interest on any Bond from gross income for federal income tax purposes. No part of the proceeds of the Bonds shall at any time be used, directly or indirectly, to acquire securities or obligations the acquisition of which would cause any of such Bonds to be an "arbitrage bond" as defined in Sections 148(a) and (b) of the Code. The City agrees that so long as any of the Bonds remain Outstanding, they will comply with the provisions of each applicable Tax Regulatory Agreement.

Section 407. Parking Fee Rates and Charges. The fees, leases, rents, fines and charges imposed by the City and generating the Parking Revenues are ratified, confirmed and continued by the Authorizing Ordinance.

The City covenants that the fees, leases, rents, fines and charges generating the Parking Revenues will not be reduced from current levels while any of the Bonds are Outstanding unless there is obtained from a Qualified Accountant a certificate to the effect that Net Parking Revenues in the then current and immediately succeeding Fiscal Years, with the reduced fees, leases, rents, fines or charges, will be at least equal to (i) 125% of the Annual Debt Service on all Bonds and Subordinate Obligations for the then current and immediately succeeding Fiscal Years, and (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund. The City further covenants that the fees, leases, rents, fines and charges generating the Parking Revenues shall, if and when necessary, from time to time, be increased in such a manner as will produce Net Parking Revenues in the then current and immediately succeeding Fiscal Years at least equal to (i) 125% of the Annual Debt Service on all Bonds and Subordinate Obligations for the then current and immediately succeeding Fiscal Years, and (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund.

Section 408. [RESERVED].

Section 409. Completion of Projects; Certification of Completion Dates. The City covenants that in the case of the Series 2011 Bonds and each series of Additional Bonds issued to finance Project Costs in connection with the acquisition, construction or equipping of a Project, it will forthwith proceed to acquire, construct and equip the Project for which the Bonds of such series shall be issued, in accordance with applicable plans and specifications and in conformity with law and all requirements of all governmental authorities having jurisdiction thereover, and that it will complete the acquiring, constructing and equipping of such Project with all expedition practicable. Promptly after the Completion Date, the City shall submit to the Trustee the certificate of an Authorized Representative which shall specify the Completion Date and shall state that acquisition, construction and equipping of the Project have been completed and the Project Costs have been paid, except for any Project Costs which have been incurred but are not then due and payable, or the liability for the payment of which is being contested or disputed by the City, and for the payment of which the Trustee is directed to retain specified amounts of moneys in specified accounts within the Project Fund. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

Section 410. Encumbrances. The City covenants that it will not create or suffer to be created any lien or charge upon the Trust Estate, except in accordance with the provisions of this Indenture.

Section 411. Parking Revenues to be Used as Provided in Indenture. The City covenants that no Parking Revenues will be used for any purpose other than as provided in this Indenture, and that no contract or contracts will be entered into or any action taken by which the rights of the Trustee or of the Bondholders might be impaired or diminished. The City further covenants that it will adopt such resolutions and such rules and regulations as may be necessary or appropriate to carry out the obligations of the City under the provisions of this Indenture and the Act.

Section 412. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of each Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture to the contrary, failure of the City or any dissemination agent to comply with the provisions of a Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Trustee may (and at the request of the Original Purchaser of a series of Bonds or the owners of at least 25% in aggregate Outstanding principal amount of such series of Bonds, shall) or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or any dissemination agent, as the case may be, to comply with its obligations under this Section 412. For purposes of this Section 412 only, "Beneficial Owner" shall mean any Person which (a) 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, depositories or other intermediaries) or (b) is treated as the owner of Bonds for federal income tax purposes.

Section 413. Representations, Warranties and Covenants Regarding Trust Estate.

(a) This Indenture creates a valid and binding pledge of and security interest in the Trust Estate in favor of the Trustee (on behalf of the Bondholders) as security for payment of the Series 2011 Bonds, enforceable by the Trustee and the Bondholders in accordance with the terms hereof.

(b) Under the laws of the State of Arkansas, (1) such pledge and security interest, (2) and each pledge, assignment, lien or other security interest made to secure any prior obligations of the City which, by the terms hereof, ranks on a parity with or prior to the pledge and assignment granted hereby, is and shall be prior to any judicial lien hereafter imposed on the Trust Estate to enforce a judgment against the City on a simple contract. By the date of issue of the Series 2011 Bonds, the City will have filed all financing statements describing, and transferring such possession or control over, such Trust Estate (and for so long as any Series 2011 Bond is outstanding the City will file, continue and amend all such financing statements and transfer such possession and control) as may be necessary to establish and maintain such priority in each jurisdiction in which the City is organized or such Trust Estate may be located or that may otherwise be applicable pursuant to the Uniform Commercial Code as enacted in the State of Arkansas.

(c) The City has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of such Trust Estate that ranks on a parity with or prior to the pledge and security interest granted hereby. The City shall not hereafter make or suffer to exist any pledge or assignment of, lien on, or security interest in the Trust Estate that ranks prior to or on a parity with the pledge and security interest granted hereby, or file any financing statement describing any such pledge, assignment, lien or security interest, except as expressly permitted hereby.

ARTICLE V

FUNDS AND DEPOSITS

Section 501. Creation of Funds. (a) There are hereby created and established the following Funds:

(i) Project Fund;

(ii) Revenue Fund;

(iii) Bond Fund;

(iv) Debt Service Reserve Fund;

(v) Cost of Issuance Fund; and

(vi) Rebate Fund.

(b) The Revenue Fund shall be maintained by the City with the Depository of its choice. All other Funds shall be held by the Trustee, which shall hold and maintain said Funds in trust, for the use and benefit of the Bondholders and the City, but subject to the permitted applications expressed herein.

Section 502. Project Fund. (a) The Trustee shall deposit a portion of the proceeds of the Series 2011 Bonds to the credit of the Project Fund in accordance with the written directions of the City given as provided in Section 209 of this Indenture.

(b) Moneys credited to the Project Fund shall be expended only as set forth in this Section 502.

(c) Amounts in the Project Fund shall be expended and applied for the payment of Project Costs. Disbursements shall be made from the Project Fund on the basis of consecutively numbered Requisitions in the form attached hereto as Exhibit B signed by an Authorized Representative. Requisitions may be submitted to the Trustee by certified mail, first class mail or facsimile transmission. If the Trustee deems that a Requisition submitted by the City is sufficient pursuant to this Section 502, the amount requested thereunder shall be disbursed in payment of the Project Costs set forth therein, or in reimbursement of such Project Costs, within two (2) Business Days of the date of receipt of such Requisition by the Trustee. Each Requisition shall specify:

(i) the name of the person or party to whom payment is to be made and the purpose of the payment;

(ii) the amount to be paid thereunder;

(iii) that such amount has not been previously paid by the City and is justly due and owing to the person(s) named therein as a proper payment or reimbursement of a Project Cost; and

(iv) that no Event of Default exists under the Indenture and that, to the knowledge of the Authorized Representative, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

(d) The Trustee shall keep full and complete records concerning and reflecting all disbursements from the Project Fund and shall file an accounting of said disbursements if and when requested by the City. The Trustee shall only make payments from the Project Fund pursuant to and in accordance with Requisitions. In making payments from the Project Fund, the Trustee may rely on any Requisitions delivered to it pursuant to this Section 502, and the Trustee shall be relieved of all liability relating to payments made in accordance with such Requisitions and any supporting certificate or certificates requested by the Trustee without physical inspection of the Project. Within ninety (90) days following completion of the Project being financed with a particular series of Bonds, the City shall deliver to the Trustee its Certificate stating that the applicable portion of the Project is complete and the Trustee shall transfer the remaining

moneys in the Project Fund relating to such series of Bonds (save and except moneys needed to satisfy unpaid Project Costs) to the Bond Fund for application to the retirement of the corresponding series of Bonds by redemption or purchase, as provided by Section 301(a)(2) and Section 504 hereof.

(e) Upon the occurrence and continuance of an Event of Default or the occurrence and continuance of an event which with notice or lapse of time or both would constitute an Event of Default, amounts on deposit in the Project Fund shall not be disbursed but shall instead be applied to the payment of Debt Service or the redemption price of the Bonds.

Section 503. Revenue Fund. (a) There shall be deposited to the credit of the Revenue Fund to be held in a Depository selected by the City, as and when received, all Parking Revenues.

(b) No later than the last day of each month, commencing no later than [December 31, 2011], there shall be transferred from the Revenue Fund, in the following order, the amounts set forth below:

FIRST: For deposit to the Bond Fund, an amount equal to one-sixth (1/6) of the interest on the Outstanding Bonds due on the next interest payment date and an amount equal to one-twelfth (1/12) of the next scheduled principal maturity of Outstanding Bonds (including mandatory sinking fund redemptions);

SECOND: For deposit to the Debt Service Reserve Fund, an amount sufficient to cure any deficiency in the Debt Service Reserve Fund;

THIRD: For deposit to the Rebate Fund, an amount sufficient to satisfy the City's obligations under Section 506 hereof; and

FOURTH: For payment to the Trustee and Paying Agent, the amount, if any, necessary to pay or reimburse the Trustee and Paying Agent for fees and expenses related to the Bonds.

(c) Required deposits into the Bond Fund and the Debt Service Reserve Fund shall be reduced by investment earnings, if any, in said Funds and, with respect to required deposits to the Bond Fund only, by any accrued interest deposited to the Bond Fund upon the initial sale of a series of Bonds. In the event there shall be insufficient moneys in the Revenue Fund in a particular month to make the required transfers described above, then any deficiencies shall be added to the required deposits during the next month. So long as there is no Event of Default or the occurrence and continuance of an event which with notice or lapse of time or both would constitute an Event of Default, the City may utilize moneys in the Revenue Fund for the payment of Operation and Maintenance Expenses, and may utilize any surplus therein (after the payment of Operation and Maintenance Expenses and after making the transfers required in subsection (b) above) for any other valid governmental purpose under State law.

Section 504. Bond Fund. (a) There shall be deposited to the credit of the Bond Fund all moneys required to be transferred thereto pursuant to Sections 209, 502, 503, 505 and 507 of this Indenture and all other moneys received for said Fund.

(b) Moneys credited to the Bond Fund shall be expended only as set forth in this Section 504.

(c) (i) On each interest payment date for any of the Bonds Outstanding, the Trustee shall pay out of moneys credited to the Bond Fund the amounts required for the payment of interest on the Bonds due on such date, and on each redemption date, the amounts required for the payment of accrued interest on the Bonds then to be redeemed or purchased unless the payment of such accrued interest shall be otherwise provided for, and such amounts shall be applied to such payments.

(ii) On each principal payment or redemption date for any of the Bonds Outstanding, the Trustee shall pay out of moneys credited to the Bond Fund the amounts required for the payment of principal and premium, if any, due on the Bonds on such date and such amounts shall be applied to such payments.

(iii) If there shall be insufficient moneys in the Bond Fund to pay in full interest, principal or premium, if any, due on the Bonds on any interest or principal payment or redemption date, the Trustee shall, one day prior to such date, transfer an amount equal to the deficiency into the Bond Fund from the Funds indicated in the following order:

FIRST: the Revenue Fund; and

SECOND: the Debt Service Reserve Fund (for payment of principal and interest on the Bonds on any interest or principal payment date only).

(d) All payments made pursuant to this Section 504 shall be made in immediately available funds.

Section 505. Cost of Issuance Fund. There shall be deposited to the credit of the Cost of Issuance Fund all moneys received for said Fund pursuant to Section 209 hereof. The Trustee shall pay those Costs of Issuance as directed by the City pursuant to a Certificate delivered on a Closing Date. After all Costs of Issuance have been paid (and in any event not later than March 1, 2012 with respect to the Series 2011 Bonds), any remaining moneys in the Cost of Issuance Fund shall be transferred to the Bond Fund.

Section 506. Rebate Fund. (a) The Trustee shall establish and maintain, separate and apart from any other Funds established and maintained hereunder, a Fund to be designated as the Rebate Fund, which Fund is not pledged to the payment of any Bonds. Subject to the transfer provisions provided in subsection (c) below, all moneys at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Amount (as defined in each Tax Regulatory Agreement), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any rights in or claim to such money. All

amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section 506, by Section 406, and by each Tax Regulatory Agreement (which are incorporated herein by reference).

(b) As provided in Section 503(b) hereof, there shall be deposited in the Rebate Fund the amount of all income or gain on moneys deposited in any of the Funds established by this Indenture which is required to be rebated to the United States and is designated for deposit therein, as calculated by the City to be owing to the United States pursuant to the applicable Tax Regulatory Agreement, which shall be delivered by the City concurrently with the issuance of a series of Bonds.

(c) The Trustee, upon receipt of written instructions from an Authorized Representative, shall pay to the United States out of amounts in the Rebate Fund such amounts as are required pursuant to each Tax Regulatory Agreement.

(d) Any moneys remaining in the Rebate Fund after payment to the United States, within sixty (60) days after the date on which the last Bond is redeemed, of one hundred percent (100%) of the rebate amount as described in Section 148(f)(2) of the Code, shall be transferred to the Revenue Fund.

(e) The Trustee, as instructed by Certificate of the City, shall invest all amounts held in the Rebate Fund in Investment Securities, subject to the restrictions set forth in the applicable Tax Regulatory Agreement. Money shall not be transferred from the Rebate Fund except as provided in subsection (c).

(f) Notwithstanding any other provision of this Indenture, the obligation to remit the Rebate Amount to the United States and to comply with all other requirements of this Section 506, Section 406 and each Tax Regulatory Agreement shall survive the defeasance or payment in full of the Bonds.

Section 507. Debt Service Reserve Fund. As provided in Section 209 hereof, upon the issuance of each series of Bonds, there shall be deposited into the Debt Service Reserve Fund, from proceeds of the Bonds, an amount sufficient to cause the amounts on deposit therein to be equal to the Reserve Requirement. Each account within the Debt Service Reserve Fund shall be maintained in an amount equal to the related Reserve Requirement. Amounts on deposit in an account within the Debt Service Reserve Fund shall be used solely to pay the principal of and interest on the corresponding series of Outstanding Bonds for which there are no available funds in the Bond Fund to make such payments, as the same become due at maturity (including mandatory sinking fund redemption). If an account of the Debt Service Reserve Fund, by virtue of any such payment, is reduced below the related Reserve Requirement, it shall be reimbursed in the amount of any such deficiency as provided in Section 503. Notwithstanding the above provisions of this Section 507, the amount on deposit in an account of the Debt Service Reserve Fund 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 related series of Outstanding Bonds. If an excess shall exist in an account in the Debt Service Reserve Fund over and above the related Reserve Requirement, such excess shall be transferred to the Bond Fund.

Section 508. Cessation of Fund Deposits. When the moneys in the Bond Fund and the Debt Service Reserve Fund shall be and remain sufficient to pay in full the principal and interest on all Bonds then Outstanding in accordance with Article VIII of this Indenture, together with the required fees and expenses to be paid or reimbursed to the Trustee and any Paying Agent, the City shall have no further obligation to make further payments into said Funds.

Section 509. Separate Accounts Authorized. A Supplemental Indenture authorizing the issuance of Additional Bonds may provide for the creation of separate accounts within the Bond Fund, Debt Service Reserve Fund, Project Fund, Costs of Issuance Fund and Rebate Fund for such series of Bonds and such other accounts as the City may direct; provided, that the creation of such separate accounts shall be solely for the ease of administration and shall in no event affect the equal and ratable security of the Bonds of each series.

If any Supplemental Indenture authorizing the issuance of Additional Bonds provides for the establishment of separate accounts for a series of Bonds, then such Supplemental Indenture shall require that the Net Parking Revenues received by the City shall be deposited pursuant to written direction of the City into each of the accounts within the Bond Fund and Debt Service Reserve Fund for each series of Bonds on the basis of the installments of principal, premium, if any, and interest on each series of Bonds during the applicable period, to the end that the Bonds of each series shall be equally and ratably secured by the Net Parking Revenues.

Any Supplemental Indenture authorizing the issuance of Additional Bonds may provide that any proceeds of such series of Bonds and investment earnings thereon remaining after some specified date, or after the construction of all facilities to be financed with the proceeds of such series of Bonds, shall be applied to the redemption of such series of Bonds.

ARTICLE VI

[RESERVED]

ARTICLE VII

INVESTMENTS

Section 701. Investment of Moneys. At the direction of the City or absent such direction, the Trustee shall invest moneys in Funds 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 in the Debt Service Reserve Fund shall not exceed five years from the date of investment thereof. The City may invest moneys held in the Revenue Fund in any investment obligations permitted by Arkansas law. Moneys in separate Funds may be commingled for the purpose of investment.

Section 702. Investment Earnings. Subject to the provisions of the Tax Regulatory Agreements and Article V hereof, Investment Securities purchased with moneys held in or

attributable to any Fund held by the City or the Trustee under the provisions of this Indenture shall be deemed at all times to be a part of such Fund and the income or interest earned, profits realized or losses suffered by a Fund due to the investment thereof shall be retained in, credited or charged, as the case may be, to such Fund unless otherwise provided pursuant to this Indenture.

Section 703. Valuation of Funds. Investments in any Fund shall be evaluated monthly by the Trustee. The Trustee shall report the determined value of each Fund to the City. For the purpose of determining the amount in any Fund, the Trustee shall value all Investment Obligations credited to such Fund at the fair market value thereof. The Trustee shall determine the fair market value based on accepted industry standards and from accepted industry providers. As to certificates of deposit and bankers' acceptances, fair market value shall mean the face amount thereof, plus accrued interest thereon, and as to any other investment not specified above, fair market value is the value thereof as established by prior agreement among the City and the Trustee.

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 hereunder, and the Trustee shall not be liable for any loss resulting from any such sale.

Section 704. 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.

ARTICLE VIII

DISCHARGE OF LIEN

Section 801. Discharge of Lien. If the City shall pay or cause to be paid to the owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein, and if the City shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the City such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the City the estate hereby conveyed, and assign and deliver to the City any property at the time subject to the lien of this Indenture which may then be in its possession, except moneys or Government Securities held by it for the payment of the principal of and premium, if any, and interest on the Bonds.

Section 802. Bonds Deemed Paid. Any Bond shall be deemed to be paid within the meaning of this Article VIII when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption as provided in this 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) cash 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 amount 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.

Government Securities used for the purpose of defeasing the Bonds must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the defeased Bonds (excluding Government Securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at the maturity or call date).

Section 803. Non-Presentment of Bonds. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if there shall have been deposited with the Trustee for that purpose, or left in trust if previously so deposited, funds sufficient to pay the principal thereof, and premium, if any, together with all interest unpaid and due thereon, to the due date thereof, for the benefit of the Holder thereof, all liability of the City to the Holder thereof for the payment of the principal thereof, premium if any, and interest thereon, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Holder of such Bonds, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, the Bonds.

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 901. Events of Default. Each of the following events shall constitute and is referred to in this 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 this Indenture or the performance or observance of any other of the covenants, agreements or conditions contained in this Indenture, or in the Bonds issued hereunder, 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 Bondholders of not less than 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;

(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; and

(e) If the State has limited or altered the rights of the City pursuant to the Act, as in force on the date of this Indenture, to fulfill the terms of any agreements made with the Trustee or the Bondholders or in any way impaired the rights and remedies of the Trustee or the Bondholders while any Bonds are outstanding.

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 this Indenture or in the Bonds Outstanding hereunder, exclusive of any period of grace required to constitute a default an "Event of Default" as hereinabove provided.

Section 902. 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 hereunder shall, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding, together with the interest accrued thereon, immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Section 903. 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 hereunder.

If an Event of Default shall have occurred, and if it shall have been requested so to do by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder and if it shall have been indemnified as provided in Section 1001 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred upon it by this Section 903 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of this 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 hereunder 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 hereunder, 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.

Section 904. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceeding hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 905. Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled to the appointment of a receiver or receivers of the Trust Estate, including, without limitation, the Parking Revenues, pending such proceedings with such powers as the court making such appointment shall confer.

Section 906. Waiver. In case of an Event of Default on its part, as aforesaid, to the extent that such rights may then lawfully be waived, neither the City nor anyone claiming through the City or under the City shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or thereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the City, for itself and all who may claim through or under it, hereby waive, to the extent that they lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State.

Section 907. Application of Moneys. Available moneys remaining after discharge of costs, charges and liens prior to this Indenture shall be applied by the Trustee as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due

on such installment, to the Persons entitled thereto, without any discrimination or privilege;

Second: To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege of any Bond over any other Bond and without preference or priority of principal over interest or of interest over principal; and

Third: To the payment of the interest on and the principal of the Bonds, and to the redemption of Bonds, all in accordance with the provisions of Article V of this Indenture.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied first to the payment of the interest then due and unpaid upon the Bonds, and then to the payment of the principal then due and unpaid upon the Bonds, in each case without preference or priority of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of paragraph (b) of this Section 907, in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section 907.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section 907, such moneys shall be applied by it at such times, and from time to time, as it shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 908. Remedies Vested in Trustee. All rights of action (including the right to file proof of claim) under this Indenture or under any of the Bonds may be enforced by the

Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Bondholders hereby secured, and any recovery of judgment shall be for the equal benefit of the Holders of all Outstanding Bonds.

Section 909. Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1001, or of which by said subsection 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 hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore 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 subsection (l) of Section 1001, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver or for any other remedy hereunder; 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 this Indenture by action of the Holder or Holders or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, held and maintained in the manner herein provided for the equal benefit of the Holders of all Bonds Outstanding hereunder. Nothing in this 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 hereunder to the respective Holders thereof at the time and place in said Bonds expressed.

Section 910. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the City and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken, except to the extent the Trustee is legally bound by such adverse determination.

Section 911. Waivers of Events of Default. The Trustee may, and upon the written request of the Holders of not less than 51% in principal amount of all Bonds Outstanding hereunder shall, waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal; provided, however, there shall not be waived any Event of

Default described in clause (a) or (b) of the first paragraph of Section 901 hereof, unless prior to such waiver or rescission all arrears of principal (due otherwise than by declaration) and interest, and all expenses of the Trustee and Paying Agent, shall have been paid or provided for. In case of any such waiver or rescission the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right subsequent thereon.

ARTICLE X

TRUSTEE AND PAYING AGENTS

Section 1001. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and its duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. Reimbursement of such compensation paid by the Trustee is subject to the provisions of Section 1002 hereof. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care, or, if selected or retained by the City prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section 1001, or of which by said subsection the Trustee is deemed to have notice, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from an action or nonaction in accordance with any such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on such Bonds), or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of the title of the property herein conveyed or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property herein conveyed pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed.

(c) The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it, in the exercise of reasonable care, to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of the owner of any Bond secured hereby, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Certificate of the City signed by its Mayor and attested by the City Clerk as sufficient evidence of the facts therein contained and, prior to the occurrence of a default of which it has been notified as provided in subsection (g) of this Section 1001, or of which by that subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion, at the reasonable expense of the City, in every case secure such further evidence as it may think necessary or advisable but shall in no case be bound to secure the same. The Trustee may accept a Certificate of the City Clerk under its seal to the effect that a resolution in the form therein set forth has been adopted by the City as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except for defaults under clause (a) or (b) of the first paragraph of Section 901 hereof as to which the Trustee shall be deemed to have notice) unless the Trustee shall be specifically notified in writing of such default by the City or by the Holders of at least 10% in aggregate principal amount of Bonds Outstanding hereunder, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no such default except as aforesaid.

(h) [Reserved].

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the City pertaining to the Parking Revenues and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Before taking such action hereunder, the Trustee may require that it be furnished an indemnity bond satisfactory to it for the reimbursement to it of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee.

Section 1002. Fees, Charges and Expenses of Trustee and Paying Agents; Trustee's Prior Lien. (a) Subject to subsection (b) of this Section 1002, the City shall, from moneys lawfully available therefor, pay to the Trustee and Paying Agent reasonable compensation for all services performed hereunder and also all reasonable expenses, charges and other disbursements and those of their attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created and the performance of the powers and duties hereunder and, to the extent permitted by law and from moneys lawfully available therefor, shall indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder. With respect to the Series 2011 Bonds, the Trustee's initial authentication fee shall be $2,500 and the annual administration fee of the Trustee shall be up to, but shall not exceed, $2,500. If the City shall fail to make any payment required by this subsection (a), the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the Bonds Outstanding hereunder. The City shall not be required to indemnify the Trustee against any liabilities which the Trustee may incur as a result of negligent or wrongful acts or omissions of the Trustee.

(b) The City shall pay to the Trustee compensation for its services as described in Section 1002(a), provided that such compensation, together with all expenses, charges and other disbursements of the Trustee and its attorneys, agents and employees and all reimbursements to the Trustee for all costs and other disbursements as described in Section 1002(a) hereof shall not exceed $9,500 annually (not including the initial authentication fee) without the prior written approval of the City, which approval shall not be unreasonably withheld. If the Trustee wishes to consult with or retain counsel for any purpose hereunder whose anticipated fees, together with all other compensation, disbursements and reimbursements of the Trustee and its attorneys, agents and employees to be paid by the City hereunder, shall exceed $10,000 annually, then such counsel shall have to be acceptable to the City and such fees shall have to be approved by the City as described above.

Section 1003. Additional Duties of Trustee. (a) In addition to the other duties of the Trustee described in this Indenture, it shall be the duty of the Trustee, on or before the tenth day of each month after the month in which the Series 2011 Bonds are delivered, to file with the City a statement setting forth in respect of the preceding calendar month:

(i) the amount withdrawn or transferred by it and the amount deposited with it on account of each Fund held by it under the provisions of this Indenture;

(ii) the amount on deposit with it at the end of such month to the credit of each such Fund;

(iii) a brief description of all obligations held by it as an investment of moneys in each such Fund;

(iv) the amount applied to the purchase or redemption of Bonds under the provisions of this Indenture and a description of the Bonds or portions of Bonds so purchased or redeemed; and

(v) any other information that the City may reasonably request.

All records and files pertaining to each such Fund in the custody of the Trustee hereunder shall be open at all reasonable times to the inspection of the City and its agents and representatives, and the City may make copies thereof.

(b) The Trustee additionally shall be responsible for the preparation and timely distribution of any and all forms and reports required by law to all Bondholders, the State and the Internal Revenue Service in connection with the payment to the Bondholders of interest on the Bonds.

Section 1004. Notice to Bondholders of Default. If a default occurs of which the Trustee is pursuant to the provisions of Section 1001(g) deemed to have or is given notice, the Trustee shall promptly make demand upon the City and give notice to each owner of Bonds then Outstanding.

Section 1005. Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Holders of Bonds issued hereunder, the Trustee may intervene on behalf of Bondholders and shall do so if requested in writing by the Holders of at least 51% of the aggregate principal amount of Bonds Outstanding hereunder. The rights and obligations of the Trustee under this Section 1005 are subject to the approval of the court having jurisdiction in the premises.

Section 1006. Merger or Consolidation of Trustee. Any bank or trust company to which the Trustee may be merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any bank or trust company resulting from any such sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the

whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that such successor trustee shall have capital and surplus of at least $20 million.

Section 1007. Resignation by Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving written notice to the City and the Bondholders, and such resignation shall take effect upon the appointment of a successor trustee by the Bondholders or by the City. Such notice may be served personally or sent by registered mail (to the City) or first class mail (to the Bondholders).

Section 1008. Removal of Trustee. (a) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the City, and signed by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder; provided, however, that such removal of the Trustee shall in no event take effect until a successor shall have been appointed and shall have accepted the duties of Trustee.

(b) The Trustee may be removed at any time by the City upon adoption of a resolution providing for such removal and delivery of a copy thereof to the Trustee; provided, however, that such removal of the Trustee shall in no event take effect until a successor shall have been appointed and shall have accepted the duties of Trustee.

Section 1009. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by the court, a successor may be appointed by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder (except with respect to any removal of the Trustee by the City pursuant to Section 1008(b), in which case a successor shall be appointed by the City), by an instrument or concurrent instruments in writing signed by such Holders, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the City by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, shall appoint a temporary trustee to fill such vacancy until a successor trustee shall be appointed by the Bondholders in the manner above provided. Any such temporary trustee appointed by the City shall immediately and without further act be superseded by the trustee appointed by such Bondholders. Every such temporary trustee and every such successor trustee shall be a trust company or bank in good standing, having capital and surplus of not less than $20 million.

Section 1010. Concerning Any Successor Trustee. Every successor or temporary trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor or temporary trustee, without any further act or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City or of its successor trustee, execute and deliver an instrument transferring to such successor all the estate, properties,

rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities, moneys and any other property held by it as trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor trustee, any and all such instruments in writing shall, on request, be executed, acknowledged, and delivered by the City.

Section 1011. Reliance Upon Instruments. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted and relied upon by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

Section 1012. Appointment of Co-Trustee. The City and the Trustee shall have power to appoint, and upon the request of the Trustee the City shall for such purpose join with the Trustee in the execution of all instruments necessary or proper to appoint, another corporation or one or more Persons approved by the Trustee, either to act as co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof, with such powers as may be provided in the instrument of appointment and to vest in such corporation or Person or Persons as such co-trustee any property, title, right or power deemed necessary or desirable. In the event that the City shall not have joined in such appointment within fifteen (15) days after the receipt by it of a request so to do, the Trustee alone shall have the power to make such appointment. Should any deed, conveyance or instrument in writing from the City be required by the co-trustee so appointed for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City. Every such co-trustee shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

(1) The Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all money and securities pledged or deposited hereunder, shall be exercised solely by the Trustee; and

(2) The Trustee, at any time by an instrument in writing, may remove any such separate Trustee or co-trustee.

Every instrument, other than this Indenture, appointing any such co-trustee shall refer to this Indenture and the conditions of this Article X expressed, and upon the acceptance in writing by such co-trustee, the co-trustee shall be vested with the estate or property specified in such instrument, jointly with the Trustee (except insofar as local law makes it necessary for any separate trustee to act alone), subject to all the trusts, conditions and provisions of this Indenture. Any such co-trustee may at any time, by an instrument in writing, constitute the Trustee as the co-trustee's agent or attorney-in-fact with full power and authority, to the extent authorized by law, to do all acts and things and exercise all discretion authorized or permitted by the co-trustee, for and on behalf of the co-trustee and in the co-trustee's name. In case any co-trustee shall die, become incapable of acting, resign or be removed, all the estate, properties, rights, powers,

trusts, duties and obligations of said co-trustee shall vest in and be exercised by the Trustee until the appointment of a new trustee or a successor to such co-trustee.

Section 1013. Designation and Succession of Paying Agents. The Trustee and any other banks or trust companies designated as Paying Agent or Paying Agents in any Supplemental Indenture or in an instrument appointing a successor Trustee shall be the Paying Agent or Paying Agents for the Bonds.

Any bank or trust company with which or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, the City shall, within thirty (30) days thereafter, appoint such bank or trust company as shall be specified by the City as such Paying Agent to fill such vacancy; provided, however, that, if the City shall fail to appoint such Paying Agent within said period, the Trustee shall make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of its duties hereunder as are specified in Section 1001 hereof with respect to the Trustee insofar as such provisions may be applicable.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. 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 this 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 this 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 this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this 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, this 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 this 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) of Section 1102 hereof and which, in the judgment of the Trustee, is not to the prejudice of the Trustee.

Section 1102. Supplemental Indentures Requiring Consent of Bondholders. Subject to the terms and provisions contained in this Section, 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 this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such indenture or indentures supplemental hereto 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 this Indenture or in any Supplemental Indenture; provided, however, that nothing herein contained 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 hereunder, or (b) a reduction in the principal amount of or redemption premium or rate of interest on any Bond issued hereunder, or (c) the creation of any lien on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, 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 hereby created on the Trust Estate. Nothing herein contained, however, shall be construed as making necessary the approval of Bondholders of the execution of any Supplemental Indenture as provided in Section 1101 of this Article XI.

If, at any time the City shall request the Trustee to enter into any Supplemental Indenture for any of the purposes of this Section, 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 in this Section 1102. 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 as herein provided, 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.

Section 1103. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture entered into pursuant to Section 1101 or 1102 hereof, this Indenture shall be deemed to be modified and amended in accordance therewith.

ARTICLE XII

MISCELLANEOUS

Section 1201. Consents, etc. of Bondholders. Any request, direction, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before such officer the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee, as Bond registrar.

Section 1202. Notices. Except as otherwise provided in this Indenture, all notices, certificates or other communications shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, to the City or the Trustee. Notices, certificates or other communications shall be sent to the following addresses:

City:	City of Fayetteville City Administration Building 113 West Mountain Fayetteville, Arkansas 72701 Attention: Mayor
Trustee:	Simmons First Trust Company, N.A. 501 Main Street Pine Bluff, Arkansas 71601 Attention: Glenda L. Dean, Corporate Trust

Any of the foregoing may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 1203. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds issued hereunder, is intended or shall be construed to give to any person or company other than the parties hereto, and the Holders of the Bonds secured by this Indenture any legal or equitable rights, remedy, or claim under or in respect to this Indenture or any covenants, conditions, and provisions hereof being intended to be and being for the sole exclusive benefit of the parties hereto and the Holders of the Bonds hereby secured as herein provided.

Section 1204. Severability. If any provisions of this 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.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 1205. Applicable Provisions of Law. This 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 1206. Counterparts. This 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 1207. Successors and Assigns. All the covenants, stipulations, provisions, agreements, rights, remedies and claims of the parties hereto in this Indenture contained shall bind and inure to the benefit of their successors and assigns.

Section 1208. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 1209. Photocopies and Reproductions. A photocopy or other reproduction of this Indenture may be filed as a financing statement pursuant to the Uniform Commercial Code, although the signatures of the City and the Trustee in such reproduction are not original manual signatures.

Section 1210. Bonds Owned by the City . In determining whether Bondholders of the requisite aggregate principal amount of the Bonds have concurred in any direction, consent or waiver under this Indenture, Bonds which are owned by the City shall be disregarded and

deemed not to be Outstanding for the purpose of any such determination, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, consent or waiver, only Bonds which the Trustee knows are so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

IN WITNESS WHEREOF, the City has caused these presents to be signed in its name and behalf by its Mayor and to be 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.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

ATTEST:

_____
City Clerk

SIMMONS FIRST TRUST COMPANY, N.A.,
as Trustee

By:_____
Title:

ATTEST:

By:_____
Title:

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

Before me a Notary Public, duly commissioned, qualified and acting within and for the State and county aforesaid, appeared in person the within named Lioneld Jordan and Sondra Smith, Mayor and City Clerk, respectively, of the City of Fayetteville, Arkansas, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the City, and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of December, 2011.

_____
Notary Public

My Commission expires:

_____

(SEAL)

[ACKNOWLEDGEMENT TO TRUST INDENTURE]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF JEFFERSON)

Before me a Notary Public, duly commissioned, qualified and acting within and for the State and county aforesaid, appeared in person the within named _____ and _____, the _____ and the _____, respectively, of Simmons First Trust Company, N.A., to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the trust company and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of December, 2011.

_____
Notary Public

My Commission expires:

_____

(SEAL)

[ACKNOWLEDGEMENT TO TRUST INDENTURE]

EXHIBIT A TO TRUST INDENTURE

Form of Series 2011 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. R11-____ $_____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF FAYETTEVILLE, ARKANSAS
PARKING REVENUE IMPROVEMENT BOND,
SERIES 2011

Interest Rate: ____% Maturity Date: December 1, 20__

Date of Bond: December 1, 20__ CUSIP: _____

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 June 1 and December 1 of each year, commencing on the June 1 or December 1 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 Simmons First Trust Company, N.A., Pine Bluff, Arkansas, 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 fifteenth day of the calendar month preceding 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 Parking Revenue Improvement Bond, Series 2011," is a series of bonds in the aggregate original principal amount of $_____ (the "Series 2011 Bonds"), issued for the purpose of (i) financing costs of acquiring, constructing and equipping parking deck facilities and related roadway and other improvements (collectively, the "Project"), (ii) funding a debt service reserve, and (iii) paying expenses of issuing the Series 2011 Bonds.

The Series 2011 Bonds are issued under and are secured and entitled to the protection given by a Trust Indenture dated as of December 1, 2011 (the "Indenture"), by and between the City and the Trustee, which Indenture is available for inspection at the principal corporate trust office of the Trustee.

The Series 2011 Bonds are not general obligations of the City, but are limited and special obligations payable solely from and secured by a pledge of net revenues (after provision for operation and maintenance expenses, including previous debt for parking equipment) attributable to parking fees, leases, rents, fines, charges and other revenues collected by the City with respect to its meters, lots and other parking facilities, and including net revenues to be generated with respect to the Project and net revenues with respect to City management of parking facilities owned by third parties (the "Net Parking Revenues"), as specified in, and in accordance with the provisions of, the Indenture.

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 2011 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 2011 Bonds, and the terms upon which the Series 2011 Bonds are issued and secured.

The City has covenanted that the fees, leases, rents, fines and charges generating the Parking Revenues will not be reduced from current levels while any of the Series 2011 Bonds are Outstanding unless there is obtained from a Qualified Accountant a certificate to the effect that Net Parking Revenues in the then current and immediately succeeding fiscal years, with the reduced fees, leases, rents, fines or charges, will be at least equal to (i) 125% of the Annual Debt Service on all Bonds and Subordinate Obligations for the then current and immediately succeeding fiscal years, and (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund. The City has further covenanted that the fees, leases, rents, fines and charges generating the Parking Revenues shall, if and when necessary, from time to time, be increased in such a manner as will produce Net Parking Revenues in the then current and immediately succeeding fiscal years at least equal to (i) 125% of the Annual Debt Service on all Bonds and Subordinate Obligations for the then current and immediately succeeding fiscal years, and (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund.

The Series 2011 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. & 2011 Supp.) §§14-164-401 *et seq.* (the "Act"), and pursuant to Ordinance No. _____ of the City adopted on _____, 2011. The Series 2011 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation and the Series 2011 Bonds shall never constitute an obligation or charge against the general credit or taxing powers of the City.

The holder of this Series 2011 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 2011 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 2011 Bonds will be subject to redemption prior to maturity as follows:

(a) The Series 2011 Bonds are subject to redemption prior to maturity, at the option of the City, on and after December 1, 2016, in whole or in part at any time and in any order of maturity directed by the City, from funds from any source, at a redemption price equal to one hundred percent (100%) of the principal amount of the Series 2011 Bonds being redeemed, plus accrued interest to the date of redemption.

(b) The Series 2011 Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity, at a redemption price equal to one hundred percent (100%) of the principal amount of the Series 2011 Bonds being redeemed, plus accrued interest to the date of redemption, from unexpended proceeds of the Series 2011 Bonds (if such unexpended proceeds equal or exceed $100,000) not needed for paying costs of the Project Costs.

(c) The Series 2011 Bonds maturing on December 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, on December 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium;

Year	**Principal Amount**
20__	$
20__	$
20__	$
20__	$
20__ (maturity)	$

(d) The Series 2011 Bonds maturing on December 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, on December 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium; and

Year	**Principal Amount**
20__	$
20__	$
20__	$
20__	$
20__ (maturity)	$

(e) The Series 2011 Bonds maturing on December 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, on December 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium.

Year	**Principal Amount**
20__	$
20__	$
20__	$
20__ (maturity)	$

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for any Series 2011 Bonds, the City may deliver to the Trustee for cancellation Series 2011 Bonds of the appropriate maturity, or portions thereof ($5,000 or any integral multiple thereof), in any aggregate principal amount desired. Each such Series 2011 Bond, or portion thereof, so delivered or previously redeemed (otherwise than through mandatory sinking fund redemption) and canceled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City on such mandatory sinking fund redemption date, and any excess over such amount shall be credited on future mandatory sinking fund redemption obligations of that maturity in chronological order, and the principal amount of such Series 2011 Bonds so to be redeemed shall be accordingly reduced.

This Series 2011 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 2011 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 2011 Bonds may be exchanged for a like aggregate principal amount of Series 2011 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 2011 Bonds or for any claim based thereon or upon any obligation,

covenant or agreement contained in the Series 2011 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 2011 Bonds.

[The Series 2011 Bonds have been designated by the City as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended.]

This Series 2011 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 2011 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 2011 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 2011 Bonds as the same become due and payable will be sufficient in amount for that purpose.

This Series 2011 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 2011 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 2011 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 2011 Bonds.

SIMMONS FIRST TRUST COMPANY, 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

EXHIBIT B TO TRUST INDENTURE

REQUISITION

City of Fayetteville, Arkansas
Series 2011 Parking Revenue Improvement Bonds

Date:_____
Requisition No.:_____

TO: Simmons First Trust Company, N.A., as Trustee

Pursuant to the provisions of Section 502 of the Trust Indenture dated as of December 1, 2011 (the "Indenture"), by and between the City of Fayetteville, Arkansas (the "Issuer") and you, as trustee, you are authorized to make the following described payment directly to the Payee named below from the Project Fund:

Name and Address of Payee: _____

_____

_____

Amount of Payment: $_____

General Classification of the Expenditures: _____

_____

_____

The undersigned hereby certifies that he is authorized to deliver this Requisition on behalf of the Issuer.

The amount requested hereunder has not been the basis for any previous Requisition by the Issuer and is justly due and owing to the person(s) named herein as a proper payment or reimbursement of a Project Cost.

No Event of Default exists under the Indenture and, to the knowledge of the undersigned, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Authorized Representative

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
November 1, 2011

A meeting of the Fayetteville City Council will be held on November 1, 2011 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:

City Council Meeting Presentations, Reports and Discussion Items:

1. Award Presentation- National Council for Public-Private Partnerships recognition of the City of Fayetteville, Ark., and CH2M HILL with a Public-Private Partnership Sustainability Awards –Richard Norment NCPPP representative

Agenda Additions:

A. Consent:

1. Approval of the October 18, 2011 City Council meeting minutes.

2. **2012 Chevrolet Colorado 4X4:** A resolution approving a budget adjustment in the amount of $19,950.00 to fund the purchase of a 2012 Chevrolet Colorado 4X4 pickup truck by the Fleet Operations Division.

3. **Snow Plow and Spreader:** A resolution approving a budget adjustment in the amount of $48,000.00 to fund the purchase of snow plow and spreader attachments for existing vehicles by the Fleet Operations Division.

4. **Mt. Sequoyah Center, Inc.:** A resolution amending Resolution No. 140-11 and approving a participation and unsecured loan agreement with Mount Sequoyah Center, Inc. to perform energy retrofit services in the amount of $164,536.68 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

5. **Bid #11-23 Schefers Roofing Company:** A resolution approving an agreement in the amount of $43,536.00 with Schefers Roofing Company, pursuant to Bid #11-23, for the installation of roofing as part of the Mount Sequoyah Center, Inc. Community Revolving Loan Fund for Energy Efficiency Agreement.

6. **Bid #11-62 Wyatt Contracting, Inc.:** A resolution awarding Bid #11-62 and approving a contract with Wyatt Contracting, Inc. in the amount of $59,530.00 for the construction of a Lake Sequoyah boat ramp and courtesy dock, approving a ten percent (10%) project contingency, and approving a budget adjustment.

7. **Fire Station No. 3:** A resolution approving a settlement agreement between the City, Heckathorn Construction Company, Inc., Don Spann AIA Architect, and Batson Bravo Engineering related to mold remediation and repairs completed at Fire Station No. 3, and approving a budget adjustment in the amount of $12,170.00.

8. **McGoodwin, Williams & Yates:** A resolution approving a contract with McGoodwin, Williams & Yates in the amount of $105,000.00 for engineering and design of the Broyles Avenue recycling drop off and education facility, and approving a five percent (5%) contingency.

9. **Arkansas State Highway and Transportation Department:** A resolution approving a budget adjustment in the amount of $596,957.75 recognizing revenue from the Arkansas State Highway and Transportation Department for water and sewer relocations related to the widening of State Highway 265 (Crossover Road) between Mission Boulevard and Joyce Boulevard.

B. Public Hearing:

1. **Parking Revenue Improvement Bonds** a discussion about the advisability of issuing parking revenue improvement bonds to finance the construction of an Entertainment District parking deck

C. Unfinished Business: None

D. New Business:

1. **Parking Revenue Improvement Bonds:** An ordinance authorizing the issuance and sale of not to exceed $6,500,000 of Parking Revenue Improvement Bonds by the City of Fayetteville, Arkansas for the purpose of financing all or a portion of the costs of acquisition, construction and equipping of a parking deck facility, authorizing the execution and delivery of a trust indenture pursuant to which the bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

2. **Parking Revenue Fund:** An ordinance establishing a Parking Revenue Fund and restricting expenditures therefrom.

3. **Sales Tax Capital Fund:** An ordnance to enact §34.09 Sales Tax Capital Fund of the Code of Fayetteville.

4. **VAC 11-3944 (3670 N. Lalique Lane/VPR Investments):** An ordinance approving VAC 11-3944 submitted by Bates and Associates for property located at 3670 Lalique Lane to vacate a utility easement, a total of 150.15 square feet.

5. **Amend Rules of Order and Procedure:** A resolution to amend the Rules of Order and Procedure of the Fayetteville City Council to clarify the procedure of presenting agenda items during City Council meetings.

6. **AT&T U-verse Agreement:** A resolution to approve a five year renewal of the AT&T U-verse Agreement.

E. City Council Agenda Session Presentations:

1. Natural Gas Severance Tax Act of 2012 – Presented by Steve Napper of the AR Municipal League

2. 8th Quarter Economic Development Contract Update – Chung Tan of the Fayetteville Chamber of Commerce

City Council Tour:

Announcements:

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

City Council Agenda Items
and
Contracts, Leases or Agreements

11/1/2011
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

Approval of a Budget Adjustment to increase Fleet capital project 02078 Light / Medium Utility Vehicles by $19,950 and decrease Fleet capital project 02081 Police / Passenger Vehicles by $19,950.

$ 19,950.00	$ 412,684.00	Light / Medium Utility Vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 248,144.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02078.2011	$ 164,540.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date

City Attorney — 10-13-11 Date

Finance and Internal Services Director — 10-13-11 Date

Chief of Staff — 10-14-11 Date

Mayor — 10/15/11 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — 10-13-11A10:29 RCVD — King.

Received in Mayor's Office — ENTERED 11-13-11

Comments:

Revised January 15, 2009

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www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Dennis Pratt, Fleet Operations Supt.**

Date: October 12, 2011

Subject: Approval of Budget Adjustment

PROPOSAL: That City Council approve a Budget Adjustment to increase Fleet capital project 02078 Light / Medium Utility Vehicles by $19,950 and decrease Fleet capital Project 02081 Police / Passenger Vehicles by $19,950.

RECOMMENDATION: Unit #1025 (a 1998 Jeep Cherokee 4 x 4 used by Engineering Division, Public Construction) was slated for replacement in 2011. As this is considered a passenger vehicle, funds were budgeted in project 02081 - Police / Passenger Vehicles. However, the replacement for this unit will be a 2012 Chevy Colorado 4 x 4 Pickup. (A 4 x 4 is required because of the construction job sites where this truck is used.) Pickup trucks should be purchased out of Project 02078 - Light / Medium Utility Vehicles.

Fleet is piggy-backing an earlier bid from George Nunnally Chevrolet so it doesn't have to be re-bid. The purchase price is less than $20,000.

I recommend approval of this Budget Adjustment to move funds to the correct project for this purchase.

BUDGET IMPACT: Funds are available for the purchase of this truck.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $19,950.00 TO FUND THE PURCHASE OF A 2012 CHEVROLET COLORADO 4X4 PICKUP TRUCK BY THE FLEET OPERATIONS DIVISION

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, a copy of which is attached as Exhibit "A", in the amount of $19,950.00 to fund the purchase of a 2012 Chevrolet Colorado 4x4 pickup truck by the Fleet Operations Division.

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fleet Operations Department: Transportation Services	Request Date	Adjustment Number
2011		11/1/2011	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Fleet capital project 02078 Light / Medium Utility Trucks by $19,950 and reduce project 02081 Police / Passenger Vehicles by $19,950 to allow purchase of one pickup for use by Engineering Division to replace unit #1025 (a 1998 Jeep Cherokee). Replacement will be unit #2151 (2012 Chevy Colorado.)

EXHIBIT A

Division Head	10-12-11 Date	Prepared By:	Barbara Olsen bolsen
Budget Director	10/12 Date	Reference:	
Department Director	10-12-11 Date	Budget & Research Use Only	
Finance Director	10-13-2011 Date	Type: A B C D E P	
Chief of Staff	10-14-11 Date	General Ledger Date	
Mayor	10/15/11 Date	Posted to General Ledger	Initial / Date
		Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT - -

Account Name	Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub Number
Vehicles and equipment	9700.1920.5802.00	19,950		02078 . 2011
Vehicles and equipment	9700.1920.5802.00	(19,950)		02081 2011
		- -	- -	. .
		- -	- -	. .
		- -	- -	. .
		- -	- -	. .
		- -	- -	. .
		- -	- -	. .
		- -	- -	. .

K:\Budget\Budget Adjustments\2011 Adjustments\10-12-11 ENPC pickup move funds to 02078.xls

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/1/2011
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

Approval of a Budget Adjustment to increase Fleet Capital project 02080 - Other Vehicles and Equipment by $48,000 and decrease Fleet capital project 02079 - Heavy Utility Vehicles.

$ 48,000.00	$ 276,491.00	Other Vehicles and Equipment
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 273,853.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02080.2011	$ 2,638.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date: 10-14-11

City Attorney — Date: 10-14-11

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Finance and Internal Services Director — Date: 10-17-2011

Received in City Clerk's Office 10-14-11 P02:03 RCVD

Chief of Staff — Date: 10-18-11

Received in Mayor's Office ENTERED 10/17/11

Mayor — Date: 10/18/11

Comments:

Revised January 15, 2009

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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Dennis Pratt, Fleet Operations Supt.**

Date: October 12, 2011

Subject: Approval of a Budget Adjustment

PROPOSAL: That City Council approve a Budget Adjustment to increase Fleet capital project 02080 - Other Vehicles and Equipment by $48,000 and decrease Project 02079 - Heavy Utility Vehicles by $48,000.

RECOMMENDATION: Transportation turned in unit #736 (a 1999 Mack Flatbed truck), and has asked that it be replaced with plow and spreader attachments for existing F550 and F250 trucks so they will have more units available for snow removal in case we experience another snow event like we did last winter. As #736 is a heavy truck, funds were budgeted in project 02079. However, the plows and spreaders should be purchased out of project 02080 – Other Vehicles and Equipment. The Budget Adjustment accomplishes this.

I recommend approval of the Budget Adjustment to move funds to the correct project for the purchase.

BUDGET IMPACT: Funds are available for this purchase.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $48,000.00 TO FUND THE PURCHASE OF SNOW PLOW AND SPREADER ATTACHMENTS FOR EXISTING VEHICLES BY THE FLEET OPERATIONS DIVISION

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, a copy of which is attached as Exhibit "A", in the amount of $48,000.00 to fund the purchase of snow plow and spreader attachments for existing vehicles by the Fleet Operations Division.

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fleet Operations Department: Transportation Services	Request Date	Adjustment Number
2011		11/1/2011	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Fleet capital project 02080 Other vehicles and Equipment by $48,000 and reduce project 02079 Heavy Utility Trucks by $48,000 to allow purchase of plow and spreader attachments for Transportation Division use. Unit 736, a 1998 Mack dump truck, was budgeted to be replaced in 2011 from project 02079. Transportation has asked that it be replaced with the plows and spreaders which should be purchased out of Project 02080 - Other vehicles and equipment.

Division Head	10-14-11 Date	Prepared By:	Barbara Olsen bolsen
Budget Director	10/14/11 Date	Reference:	
Department Director	10-14-11 Date	Budget & Research Use Only Type: A B C D E P	
Finance Director	10-17-2011 Date	General Ledger Date	
Chief of Staff	10-18-11 Date	Posted to General Ledger	Initial / Date
Mayor	10/18/11 Date	Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT - -

Account Name	Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Vehicles and equipment	9700.1920.5802.00	48,000		02080 . 2011
Vehicles and equipment	9700.1920.5802.00	(48,000)		02079 2011
		- -	- -	
		- -	- -	
		- -	- -	
		- -	- -	
		- -	- -	
		- -	- -	
		- -		

EXHIBIT
A

K:\Budget\Budget Adjustments\2011 Adjustments\10-5-11 TRSM plows move 48,000 to 02080.xls

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/1/2011
City Council Meeting Date
Agenda Items Only

John Coleman		Sustainability & Strategic Planning
Submitted By	**Division**	**Department**

Action Required:

A resolution to approve an amended agreement with Mt. Sequoyah Retreat Center to replace the roof on the Cafeteria Building. This amendment will take the total contract amount to $164,536.68 and set a schedule for repayment to the City of Fayetteville with energy savings to defray the costs.

$43,536.00	$ 220,000.00	Energy Block Grant
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ 169,421.15	Energy Block Grant
Account Number	Funds Used to Date	Program / Project Category Name
09011.0020	$ 50,578.85	Energy Block Grant
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 10/14/11

City Attorney — Date: 10/14/11

Finance and Internal Services Director — Date: 10-17-2011

Chief of Staff — Date: 10-18-11

Mayor — Date: 10/18/11

Previous Ordinance or Resolution # 140-11

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 10-14-11 A10:46 RCVD

Received in Mayor's Office ENTERED 10/14/11

Comments:

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO:	Lioneld Jordan, Mayor JC
FROM:	John Coleman, Director of Sustainability & Strategic Planning
Thru:	Don Marr, Chief of Staff
DATE:	October 12, 2011
SUBJECT:	Community Revolving Loan Fund – Amended Contract with Mt Sequoyah

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City has allocated $220,000 to create the Community Revolving Loan Fund. This Fund provides low interest loans to non-profits to perform energy efficiency and renewable energy improvements for which they payback using the energy savings.

The City has completed contract work in the amount of $121,000.68 at Mt Sequoyah in the form of heating and air conditioning, insulation, and windows and doors on three buildings. The purpose of this resolution is to increase the contract amount by $43,536 with Mt. Sequoyah Retreat Center to install an Energy Star rated roof to the cafeteria building. This scope of work is covered in Resolution 71-11 which approved the contract with Scheffer's Roofing.

This project will take the RLF to 97% complete and the total Energy Block Grant to 96% complete.

Budget Impact

The additional $43,536 in construction costs will be paid for by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 140-11 AND APPROVING A PARTICIPATION AND UNSECURED LOAN AGREEMENT WITH MOUNT SEQUOYAH CENTER, INC. TO PERFORM ENERGY RETROFIT SERVICES IN THE AMOUNT OF $164,536.68 AS PART OF THE CITY OF FAYETTEVILLE COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY

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 amends Resolution No. 140-11 and approves a participation and unsecured loan agreement with Mount Sequoyah Center, Inc. to perform energy retrofit services in the amount of $164,536.68 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY PARTICIPATION AND UNSECURED LOAN AGREEMENT

THIS AGREEMENT, made and entered this 14th day of October, 2011, by and between the City of Fayetteville, Arkansas, an Arkansas municipal corporation with its principal offices at 113 W. Mountain Street, Fayetteville, Arkansas 72701 ("City"), and Mount Sequoyah Center, Inc, an Arkansas (corporation/limited liability company) with its principal offices at 150 NW Skyline Drive, Fayetteville, AR 72701 ("Borrower"), herein collectively referred to as the "parties".

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Borrower agrees to participate in the City's Community Revolving Loan Fund for Energy Efficiency ("fund") for the provision of energy efficiency upgrades to real estate located at 150 NW Skyline Drive, Fayetteville, AR ("property") pursuant to its approved application and description of work which are incorporated into this Agreement as Exhibit 1.

2. Borrower covenants that it has good and marketable title to said property, is financially sound, has not, within the past ten (10) years, filed for bankruptcy protection under Title 11 of the United States Code, and has no plans to do so.

3. Borrower agrees that the provision of energy efficiency upgrades to the property by the City is made pursuant a fund program established by the City and funded by a federal grant. Usage of said fund is governed by local, state and federal law and regulations, as well as conditions in the City's grant agreement with the federal government. Borrower agrees that it will, in all ways, comply with any and all requirements imposed as a condition of the grant, or as otherwise required by law.

4. Borrower agrees to pay to the City the costs incurred by the City for energy efficiency upgrades to the property, and further agrees to execute a promissory note, payable to the City of Fayetteville, upon completion of the work, in the full amount of the costs of the upgrades performed on the property.

5. City agrees to procure and effectuate energy efficiency upgrades for the property pursuant to the approved application and description of work incorporated as Exhibit 1,

and agrees to accept a promissory note from Borrower in an amount equal to the cost of all energy efficiency improvements performed by the City and/or its contractors or agents on the property.

6. Default. The occurrence of any of the following shall constitute default under this Agreement:

(a) Borrower's failure to pay the City the costs incurred by the City for energy efficiency upgrades to the property;

(b) Borrower's failure to execute a promissory note payable to the City in the total amount of the cost of the energy efficiency upgrades to the property;

(c) Borrower's failure to observe, perform, or comply with any non-monetary conditions or covenants of this Agreement, including failure to abide by applicable local, state or federal law, or applicable federal grant requirements of the City, or any other condition of the fund;

(d) Any change in the status of the Borrower as an Arkansas corporation or limited liability company authorized to do business in the State of Arkansas;

(e) Borrower's failure to pay any debt when due or Borrower's filing for bankruptcy protection under Title 11, United States Code.

(f) Any sale, pledge, assignment, transfer or hypothecation of the property in any manner without the City's prior written consent;

(g) Borrower's failure to comply with any requirement relating to its corporate status or qualification; and

(h) Borrower's failure to comply with any condition, requirement or purpose of the City's fund, as created and authorized pursuant to federal grant funding provided pursuant to the American Recovery and Reinvestment Act of 2009 and applicable federal regulations.

7. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements.

8. This Agreement and all other documents, including the promissory note to be executed by Borrower, shall be governed by the laws of the State of Arkansas. No change, modification or waiver of any provision thereof shall be valid unless in writing, and signed by the party to be charged. The parties hereby agree that the forum for any and all legal disputes arising regarding this Agreement shall be in the Circuit Court of Washington County, Arkansas, with Arkansas law to apply.

9. Indemnification. Borrower shall indemnify City and its officers, employees, and agents and defend and hold each harmless from and against all claims, injury, damage, loss and liability, cost and expense (including attorneys' fees, costs, and expenses) of any and every kind to any persons or property by reason of (i) the work procured by this Agreement or the operation or maintenance of the property, (ii) any construction on or about the property, (iii) any environmental matters or hazardous materials located on or about the property, (iv) any Default, as defined herein, or (v) any other matter arising in connection with the loan, Borrower, the property or the work procured by this Agreement as a whole.

10. Insurance. Borrower shall at all times maintain liability insurance on the property.

11. All notices, requests, demands, consents, waivers and other communications given under any of the provisions of this Agreement shall be in writing and shall be delivered by first-class U.S. Mail, addressed as stated below or to such other address as the addressee may have specified in a notice duly given to the other addresses.

To City: City of Fayetteville
Office of Mayor
113 W. Mountain
Fayetteville, AR 72701

To Borrower: Mount Sequoyah Center, Inc
150 NW Skyline Drive
Fayetteville, AR 72701

12. Severability. If any provision of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability

shall not affect any other provision of the Agreement, the Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

13. No delay or failure on the part of the City in exercising any rights under this Agreement, or the promissory note to be executed pursuant hereto, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights under the Agreement or promissory note.

14. Freedom of Information Act. 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, Borrower will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101, et seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly-authorized representative as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS,
An Arkansas Municipal Corporation

By:_____
Mayor

Attest:_____
City Clerk/Treasurer

Mount Sequoyah Center, Inc,
An Arkansas corporation/limited liability company

By:_____
Name
John Altland, Executive Director

COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY
UNSECURED NOTE

$164, 536.68

14th day of October, 2011

FAYETTEVILLE, ARKANSAS

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of THE CITY OF FAYETTEVILLE, ARKANSAS ("Payee"), the principal sum of **One Hundred Sixty Four Thousand Five Hundred Thirty Six Dollars, and Fifty Eight Cents** ($164,536.68). Provided that no event of default exists hereunder, this Promissory Note shall bear interest from the date of this Promissory Note at the rate of ONE percent (1 %) per annum. In the event of a default hereunder, this Promissory Note shall bear interest at the maximum rate of interest allowable under the laws of the state of Arkansas. This Promissory Note shall become due and payable, as follows:

> Principal and interest shall be due and payable in one hundred twenty (120) consecutive monthly installments of **$1,441.41 each.** The first such installment shall be due and payable on **January 15, 2012** and each successive monthly installment shall be due and payable on the fifteenth day of each calendar month thereafter until this Promissory Note is paid in full. All payments shall be applied first to interest and the balance to principal.

The Borrower and any maker, endorsers, sureties, guarantors, and all other persons now or hereafter liable hereon waive presentment, demand for payment, protest and notice of dishonor, and the endorsers, sureties, and guarantors consent that the Payee or holder hereof shall have the right, without notice, to deal in any way at any time with any party hereto or to grant to any such party any extensions of time for payment of any of said indebtedness or any other indulgences or forbearances whatever without in any way affecting the personal liability of any party hereunder.

If at any time any payment under this Promissory Note becomes more than sixty (60) days past due, the Payee or holder of this Promissory Note shall have the right and option to declare the entire unpaid balance of principal and interest due and owing hereunder to be immediately due and payable.

If this obligation, after default, is placed in the hands of an attorney for collection, the Borrower will be obligated to pay the Payee or the holder hereof an additional sum as an attorney's fee, not to exceed ten percent (10%) of the unpaid principal plus all accrued interest together with all costs and expenses of collection.

Any notices required to be given hereunder shall be deemed effective if made to the following addresses:

If to Payee:

CITY OF FAYETTEVILLE, ARKANSAS
OFFICE OF MAYOR
113 W. MOUNTAIN
FAYETTEVILLE, ARKANSAS 72701

If to Borrower:

Mt Sequoyah Center, Inc
150 NW Skyline Drive
Fayetteville, AR 72701

Any party to this Promissory Note may change their respective address for notice by the giving of written notice to each party.

The loan evidenced by this Promissory Note was negotiated and consummated in the state of Arkansas and it is understood and agreed that the legality, enforceability, and construction hereof shall be governed by Arkansas law, and to the extent applicable, by the laws of the United States of America.

This Promissory Note can be pre-paid in whole or in part at any time without penalty.

BORROWER:

Mount Sequoyah Center Inc

By: John J. [illegible]
AUTHORIZED AGENT Executive Director

RESOLUTION NO. 140-11

A RESOLUTION APPROVING A PARTICIPATION AND UNSECURED LOAN AGREEMENT WITH MOUNT SEQUOYAH CENTER, INC. TO PERFORM ENERGY RETROFIT SERVICES IN THE AMOUNT OF $121,000.08 AS PART OF THE CITY OF FAYETTEVILLE COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY

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 participation and unsecured loan agreement with Mount Sequoyah Center, Inc. to perform energy retrofit services in the amount of $121,000.08 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

PASSED and **APPROVED** this 16th day of August, 2011.

APPROVED:

By: Lionel Jordan
LIONELD JORDAN, Mayor

ATTEST:

By: Sondra E. Smith
SONDRA E. SMITH, City Clerk/Treasurer

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/16/2011
City Council Meeting Date
Agenda Items Only

John Coleman	Sustainability & Strategic Planning	Chief of Staff
Submitted By	**Division**	**Department**

Action Required:

A resolution to approve an agreement with Mt. Sequoyah Retreat Center to perform energy retrofit services in the amount of $121,000.68 and set a schedule for repayment to the City of Fayetteville with energy savings to defray the costs.

$121,000.68	$ 220,000.00	Energy Block Grant
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	Energy Block Grant
Account Number	Funds Used to Date	Program / Project Category Name
09011.0020	$ 220,000.00	Energy Block Grant
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 7/29/11

City Attorney — Date: 7/29/11

Finance and Internal Services Director — Date: 8-2-2011

Chief of Staff — Date: 8-2-11

Mayor — Date: 8/3/11

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 07-29-11 P01:57 RCVD

Received in Mayor's Office ENTERED 7/29/11

Comments:

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO:	Lioneld Jordan, Mayor
FROM:	John Coleman, Director of Sustainability & Strategic Planning
Thru:	Don Marr, Chief of Staff
DATE:	July 28, 2011
SUBJECT:	Community Revolving Loan Fund – Mt Sequoyah

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City has allocated $220,000 to create the Community Revolving Loan Fund. This Fund provides low interest loans to non-profits to perform energy efficiency and renewable energy improvements for which they payback using the energy savings.

The purpose of this resolution is to approve a contract in the amount of $121,000.68 with Mt. Sequoyah Retreat Center. Under this agreement the City of Fayetteville will fund energy retrofit services and set a schedule for repayment with energy savings helping to defray the costs. The scope of work is for retrofits of three buildings utilizing service contracts previously approved by the City Council. Those service contracts include Resolution 70-11 (Heating & Air Conditioning), Resolution 135-10 (Electrical Services), and Resolution 72-11 (Windows and Doors). The scope of work also includes spray foam insulation from Bid 11-47 included in tonight's Council Agenda.

Budget Impact

$121,000.68 in construction costs will be paid for by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PARTICIPATION AND UNSECURED LOAN AGREEMENT WITH MOUNT SEQUOYAH CENTER, INC. TO PERFORM ENERGY RETROFIT SERVICES IN THE AMOUNT OF $121,000.08 AS PART OF THE CITY OF FAYETTEVILLE COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY

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 participation and unsecured loan agreement with Mount Sequoyah Center, Inc. to perform energy retrofit services in the amount of $121,000.08 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

PASSED and **APPROVED** this 16th day of August, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY PARTICIPATION AND UNSECURED LOAN AGREEMENT

THIS AGREEMENT, made and entered this 11th day of July, 2011, by and between the City of Fayetteville, Arkansas, an Arkansas municipal corporation with its principal offices at 113 W. Mountain Street, Fayetteville, Arkansas 72701 ("City"), and Mount Sequoyah Center, Inc, an Arkansas (corporation/limited liability company) with its principal offices at 150 NW Skyline Drive, Fayetteville, AR ("Borrower"), herein collectively referred to as the "parties".

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Borrower agrees to participate in the City's Community Revolving Loan Fund for Energy Efficiency ("fund") for the provision of energy efficiency upgrades to real estate located at 150 NW Skyline Drive, Fayetteville, AR ("property") pursuant to its approved application and description of work which are incorporated into this Agreement as Exhibit 1.

2. Borrower covenants that it has good and marketable title to said property, is financially sound, has not, within the past ten (10) years, filed for bankruptcy protection under Title 11 of the United States Code, and has no plans to do so.

3. Borrower agrees that the provision of energy efficiency upgrades to the property by the City is made pursuant a fund program established by the City and funded by a federal grant. Usage of said fund is governed by local, state and federal law and regulations, as well as conditions in the City's grant agreement with the federal government. Borrower agrees that it will, in all ways, comply with any and all requirements imposed as a condition of the grant, or as otherwise required by law.

4. Borrower agrees to pay to the City the costs incurred by the City for energy efficiency upgrades to the property, and further agrees to execute a promissory note, payable to the City of Fayetteville, upon completion of the work, in the full amount of the costs of the upgrades performed on the property.

5. City agrees to procure and effectuate energy efficiency upgrades for the property pursuant to the approved application and description of work incorporated as Exhibit 1,

and agrees to accept a promissory note from Borrower in an amount equal to the cost of all energy efficiency improvements performed by the City and/or its contractors or agents on the property.

6. Default. The occurrence of any of the following shall constitute default under this Agreement:

(a) Borrower's failure to pay the City the costs incurred by the City for energy efficiency upgrades to the property;

(b) Borrower's failure to execute a promissory note payable to the City in the total amount of the cost of the energy efficiency upgrades to the property;

(c) Borrower's failure to observe, perform, or comply with any non-monetary conditions or covenants of this Agreement, including failure to abide by applicable local, state or federal law, or applicable federal grant requirements of the City, or any other condition of the fund;

(d) Any change in the status of the Borrower as an Arkansas corporation or limited liability company authorized to do business in the State of Arkansas;

(e) Borrower's failure to pay any debt when due or Borrower's filing for bankruptcy protection under Title 11, United States Code.

(f) Any sale, pledge, assignment, transfer or hypothecation of the property in any manner without the City's prior written consent;

(g) Borrower's failure to comply with any requirement relating to its corporate status or qualification; and

(h) Borrower's failure to comply with any condition, requirement or purpose of the City's fund, as created and authorized pursuant to federal grant funding provided pursuant to the American Recovery and Reinvestment Act of 2009 and applicable federal regulations.

7. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements.

8. This Agreement and all other documents, including the promissory note to be executed by Borrower, shall be governed by the laws of the State of Arkansas. No change, modification or waiver of any provision thereof shall be valid unless in writing, and signed by the party to be charged. The parties hereby agree that the forum for any and all legal disputes arising regarding this Agreement shall be in the Circuit Court of Washington County, Arkansas, with Arkansas law to apply.

9. Indemnification. Borrower shall indemnify City and its officers, employees, and agents and defend and hold each harmless from and against all claims, injury, damage, loss and liability, cost and expense (including attorneys' fees, costs, and expenses) of any and every kind to any persons or property by reason of (i) the work procured by this Agreement or the operation or maintenance of the property, (ii) any construction on or about the property, (iii) any environmental matters or hazardous materials located on or about the property, (iv) any Default, as defined herein, or (v) any other matter arising in connection with the loan, Borrower, the property or the work procured by this Agreement as a whole.

10. Insurance. Borrower shall at all times maintain liability insurance on the property.

11. All notices, requests, demands, consents, waivers and other communications given under any of the provisions of this Agreement shall be in writing and shall be delivered by first-class U.S. Mail, addressed as stated below or to such other address as the addressee may have specified in a notice duly given to the other addresses.

To City: City of Fayetteville
Office of Mayor
113 W. Mountain
Fayetteville, AR 72701

To Borrower: Mount Sequoyah Center Inc
150 NW Skyline Drive
Fayetteville, AR 72701

12. Severability. If any provision of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability

shall not affect any other provision of the Agreement, the Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

13. No delay or failure on the part of the City in exercising any rights under this Agreement, or the promissory note to be executed pursuant hereto, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights under the Agreement or promissory note.

14. Freedom of Information Act. 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, Borrower will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101, et seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly-authorized representative as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS,
An Arkansas Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk/Treasurer

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Mount Sequoyah Center, Inc.,
An Arkansas Corporation/limited liability company

By: _____, EXECUTIVE DIRECTOR
Name
Authorized Agent

COMMUNITY REVOLVING LOAN FUND FOR ENERGY EFFICIENCY
UNSECURED NOTE

$ 121,000.68

2nd day of August, 20 11

FAYETTEVILLE, ARKANSAS

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of THE CITY OF FAYETTEVILLE, ARKANSAS ("Payee"), the principal sum of One hundred twenty one thousand ($121,000.68). Provided that no event of default exists hereunder, this Promissory Note shall bear interest from the date of this Promissory Note at the rate of ONE percent (1 %) per annum. In the event of a default hereunder, this Promissory Note shall bear interest at the maximum rate of interest allowable under the laws of the state of Arkansas. This Promissory Note shall become due and payable, as follows:

Principal and interest shall ~~be due~~ and payable in one hundred twenty (120) consecutive monthly/quarterly (select one) installments of $ 1059.00 each. The first such installment shall be due and payable on 15th day and each successive monthly installment shall be due and payable on the first day of each calendar month thereafter until this Promissory Note is paid in full. All payments shall be applied first to interest and the balance to principal.

The Borrower and any maker, endorsers, sureties, guarantors, and all other persons now or hereafter liable hereon waive presentment, demand for payment, protest and notice of dishonor, and the endorsers, sureties, and guarantors consent that the Payee or holder hereof shall have the right, without notice, to deal in any way at any time with any party hereto or to grant to any such party any extensions of time for payment of any of said indebtedness or any other indulgences or forbearances whatever without in any way affecting the personal liability of any party hereunder.

If at any time any payment under this Promissory Note becomes more than sixty (60) days past due, the Payee or holder of this Promissory Note shall have the right and option to declare the entire unpaid balance of principal and interest due and owing hereunder to be immediately due and payable.

If this obligation, after default, is placed in the hands of an attorney for collection, the Borrower will be obligated to pay the Payee or the holder hereof an additional sum as an attorney's fee, not to exceed ten percent (10%) of the unpaid principal plus all accrued interest together with all costs and expenses of collection.

Any notices required to be given hereunder shall be deemed effective if made to the following addresses:

If to Payee:

CITY OF FAYETTEVILLE, ARKANSAS
OFFICE OF MAYOR
113 W. MOUNTAIN
FAYETTEVILLE, ARKANSAS 72701

If to Borrower:

Mount Sequoyah Center Inc
150 NW Skyline Drive
Fayetteville, AR 72701

Any party to this Promissory Note may change their respective address for notice by the giving of written notice to each party.

The loan evidenced by this Promissory Note was negotiated and consummated in the state of Arkansas and it is understood and agreed that the legality, enforceability, and construction hereof shall be governed by Arkansas law, and to the extent applicable, by the laws of the United States of America.

This Promissory Note can be pre-paid in whole or in part at any time without penalty.

BORROWER:

Mount Sequoyah Center, Inc.

By: [signature]
AUTHORIZED AGENT EXECUTIVE DIRECTOR

#2

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/1/2011
City Council Meeting Date
Agenda Items Only

John Coleman		Sustainability & Strategic Planning
Submitted By	**Division**	**Department**

Action Required:

Utilize resolution 71-11, a contract with Schefers Roofing, to install a new, Energy Star rated roof on the Mt Sequoyah Cafeteria Building in the amount of $43,536. This project is funded by the Energy Efficiency and Conservation Block Grant and will be repaid by Mt Sequoyah.

$ 43,536.00	$ 220,000.00	Energy Block Grant
Cost of this request	Category / Project Budget	Program Category / Project Name
2240.9240.5342.99	$ 169,421.15	Energy Block Grant
Account Number	Funds Used to Date	Program / Project Category Name
none		
09011.0022	$ 50,578.85	Energy Block Grant
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director — Date: 10/14/11

City Attorney — Date: 10-14-11

Finance and Internal Services Director — Date: 10-17-2011

Chief of Staff — Date: 10-18-11

Mayor — Date: 10/18/11

Previous Ordinance or Resolution # 71-11

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office — 10-14-11 A10:46 RCVD

Received in Mayor's Office — ENTERED 10/14/11

Comments:

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO:	Lioneld Jordan, Mayor
FROM:	John Coleman, Director of Sustainability & Strategic Planning
Thru:	Don Marr, Chief of Staff JC
DATE:	October 14, 2011
SUBJECT:	Community Revolving Loan Fund – Amended Contract with Mt Sequoyah

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City has allocated $220,000 to create the Community Revolving Loan Fund. This Fund provides low interest loans to non-profits to perform energy efficiency and renewable energy improvements for which they payback using the energy savings.

The City has completed contract work in the amount of $121,000.68 at Mt Sequoyah in the form of heating and air conditioning, insulation, and windows and doors on three buildings. The purpose of this resolution is to utilize resolution 71-11 in the amount of $43,536 to install an Energy Star rated roof on the cafeteria building at Mt Sequoyah.

This project will take the Revolving Loan Fund to 97% completion and the total Energy Block Grant to 96% completion.

Budget Impact

The additional $43,536 in construction costs will be paid for by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT IN THE AMOUNT OF $43,536.00 WITH SCHEFERS ROOFING COMPANY, PURSUANT TO BID NO. 11-23, FOR THE INSTALLATION OF ROOFING AS PART OF THE MOUNT SEQUOYAH CENTER, INC. COMMUNITY REVOLVING LOAN FUND FOR ENEREGY EFFICIENCY AGREEMENT

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 an agreement in the amount of $42,536.00 with Schefers Roofing Company, pursuant to Bid No. 11-23, for the installation of roofing as part of the Mount Sequoyah Center, Inc. Community Revolving Loan Fund for Energy Efficiency Agreement.

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

P-Cards shall be used when possible. If a vendor does not accept P-Card, please note at the bottom (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:

Date: **10/14/2011**

P.O Number:

Expected Delivery Date:

Vendor #

Vendor Name: **Schefers Roofing**

Mail Yes:__ No:____

Address: **PO Box 701**

Fob Point:

Taxable Yes:__ No:____

Quotes Attached ~~Yes:~~ No

City: **Bentonville**

State: **AR**

Zip Code: **72712**

Ship to code:

Divison Head Approval:

Requester: **John Coleman**

Requester's Employee #: **2974**

Extension: **272**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #
1	**Roof Replacement - Cafeteria Bldg - Mt Sequ**	**1**	**EA**	**43,536.00**	**$43,536.00**	**2240.9240.5342.99**	**9011.0022**	
2								
3								
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:	**$43,536.00**
Tax:	**$4,027.08**
Total:	**$47,563.08**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

Chief Of Staff: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

SCHEFERS
Roofing Company

PO Box 701 Bentonville, AR 72712 479.717.2279 Fax 479.717.2240 www.schefersroofing.com

September 15, 2011
Proposal #A02511rev

Mikel Lolley
Treadwell Institute
706 West Treadwell Street
Fayetteville, AR. 72701

RE: City of Fayetteville Roofing Repairs & Upgrades
Mount Sequoyah, Cafeteria Bldg. #41 Shingle Re-Roof
Fayetteville, AR.

Per your request, the following is our proposed scope of work on the above referenced project. We propose to furnish all labor; materials and equipment to provide and install a new energy star rated shingle roof system with sheet metal flashing and trim as hereinafter specified.

Buildings included in this proposal
Mount Sequoyah, Cafeteria Building #41

Shingle Roof (approximately 10,600 SF)

SPECIFIC INCLUSIONS:

1. Furnish complete job setup and safety.
2. Furnish complete tear off of existing roofing shingles and felt.
3. Furnish and install 7/16" OSB Decking replacement over 2,650 SF. (see deck replacement pricing below if the extent of the damaged decking is more than that proposed above).
4. Furnish and install decking screws at areas where decking has lifted.
5. Furnish and install one layer of 30# felt nailed over the entire surface.
6. Furnish and install new metal drip edge at eave and gable perimeters.
7. Furnish and install new CertainTeed Landmark Solaris shingles.
8. Furnish and install new shingle starter.
9. Furnish and install new 3-tab hip and ridge.
10. Furnish and install new step flashing at roof to wall transitions, fire place and curbs.
11. Furnish a 30 year manufactures warranty.

SPECIFIC EXCLUSIONS:

1. Anything not specifically listed above.
2. Framing – primary or secondary.
3. Wood blocking.

PRICE: $ 43,536

Price to replace 7/16" OSB Decking if more than 2,650 SF / $5.00 per square foot.

We reserve the right to reject this proposal if it is not awarded in its entirety.

Schefers Roofing Company shall perform the work described herein at the price quoted provided that in the event the price to the roofing contractor for any materials to be used shall increase 5 percent or greater than the price relied upon by the roofing contractor in preparing and submitting this proposal, than the proposal shall be increased to reflect the additional cost of the material to the roofing contractor.

The concepts discussed in this Proposal are proprietary to Schefers Roofing Company, Inc. and shall not be used without the express written permission of Schefers Roofing Company, Inc. Any use of any of the ideas, concepts, techniques or other content of this Proposal without the express written agreement of and payment to Schefers Roofing Company, Inc. shall be at user's own risk, and user shall indemnify Schefers Roofing Company, Inc. against any claim, loss, cost or expense associated therewith.

The price quoted in this proposal is valid for thirty (30) days from the date appearing on this document.

Schefers Roofing Company appreciates the opportunity of submitting this proposal for your review.

Respectfully submitted,
Jeff Wicker
Project Manager / Estimator
479-685-6004

Bldg. #41 Shingles

Materials	25%	Subtotal
$ 20,265.02	$ 5,144.58	**$ 25,409.60**

Labor	Hrly rate	Hours	Subtotal
Rate 4	$ 107.00	5	$ 535.00
Rate3	$ 53.55	8	$ 428.40
Rate2	$ 45.00	330	$ 14,850.00
Rate1	$ 38.55	60	$ 2,313.00
		403	**$ 18,126.40**

Materials	$	25,409.60
Labor	$	18,126.40
Chamber Modified	**$**	**43,536.00**

RESOLUTION NO. 71-11

A RESOLUTION AWARDING BID #11-23 AND AUTHORIZING A CONTRACT WITH SCHEFERS ROOFING IN AN AMOUNT NOT TO EXCEED $60,554.40 FOR ROOFING REPAIRS AND UPGRADES RELATED TO ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDED COMMUNITY REVOLVING LOAN FUND PROJECTS

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 Bid #11-23 and authorizes a contract with Schefers Roofing in an amount not to exceed $60,554.40 for roofing repairs and upgrades related to Energy Efficiency and Conservation Block Grant funded Community Revolving Loan Fund projects.

PASSED and **APPROVED** this 3rd day of May, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/3/2011
City Council Meeting Date
Agenda Items Only

John Coleman	Sustainability & Strategic Planning	Sustainability & Strategic Planning
Submitted By	**Division**	**Department**

Action Required:

The City of Fayetteville will have 5 contracts after all bidding that will make energy efficient improvements in the areas of HVAC, Roofing, Insulation, Window & Door Replacement, and solar equipment. Using funds from the Energy Block Grant, the City will allocate money to each approved project, based on project needs and/or requirements. The funds will be a loan to the project owner, with proceeds of energy savings returning to the Fund. The bid is based upon mark-up of materials and hourly rate. The Roofing lowest qualified bidder is Schefers Roofing (Bid 11-23).

	NTE $220,000.00/5 contracts	Energy Block Grant
Cost of this request	Category / Project Budget	Program Category / Project Name
2240.9240.5342.99	$ 195.00	Energy Block Grant
Account Number	Funds Used to Date	Program / Project Category Name
none		
09011.0020	NTE $220,000.00/5 contracts	Energy Block Grant
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director — Date: 4/15/11

City Attorney — Date: 4/19/11

Finance and Internal Services Director — Date: 4-20-2011

Chief of Staff — Date: 4-20-11

Mayor — Date: 4/19/11

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 04-15-11P03:10 RCVD

Received in Mayor's Office ENTERED 4/19/11

Comments:

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO:	Lioneld Jordan, Mayor
FROM:	John Coleman, Director of Sustainability & Strategic Planning JC
Thru:	Don Marr, Chief of Staff
DATE:	April 11, 2011
SUBJECT:	Bid 11-23, Roofing Repairs & Upgrades

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City has allocated $220,000 to create the Community Revolving Loan Fund. This Fund provides low interest loans to non-profits to perform energy efficiency and renewable energy improvements for which they payback using the energy savings.

The purpose of this resolution is to approve Bid 11-23 for Roofing Repairs & Upgrades not to exceed a total cost of $60,554.40 without further approval from City Council. The bid was evaluated based upon mark-up of materials and hourly rates. The contract is for one year with four automatic annual renewal options. Schefers Roofing is the only bidder and is recommended for award.

Budget Impact

Contract costs will be paid for by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009. Combined, Bids 11-22, 11-23, 11-25, 11-33, and 11-34 will not exceed $220,000 without further approval from the City Council.

Other City Departments are allowed to utilize these annual contracts, but will be required to follow standard procurement procedures.

Fayetteville
ARKANSAS

BID: 11-23
DATE: 03/22/11
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 11-23, Roofing Repairs and Upgrades

Name of Contractor:		Schefers Roofing						
SECTION A: Materials Subject to Buy American Requirements		A		B		C (A x B)		D (B + C)
Item	Description	Mark Up %		Contractors Material Cost Estimate		$$ Amount of Mark Up		$$ Amount Mark Up PLUS Material Cost
1	General Material (Cost plus %) $0-$100	45%	x	$1,500	=	$675		$2,175.00
2	General Material (Cost plus %) $101-$500	35%	x	$1,500	=	$525		$2,025.00
3	General Material (Cost plus %) $501-$1000	35%	x	$1,500	=	$525		$2,025.00
4	General Material (Cost plus %) $1001-and up	35%	x	$1,500	=	$525		$2,025.00
5	Reflective Paint Material	35%	x	$2,000	=	$700		$2,700.00
6	New Reflective Roof Material - Standing Seam Metal Roof	35%	x	$30,000	=	$10,500		$40,500.00
Estimated Cost for Section A (Sum of Items 1-6):								$51,450.00

SECTION B: Labor Subject to Davis-Bacon Wage Rates		A		B		C (A x B)
Item	Description	Estimated hours		Hourly Rate		Estimated Labor Cost
7	Roofing - Rate 1 (Applicator/Installer)	100	x	$38.55	=	$3,855.00
8	Roofing - Rate 2 (Installer/Foreman)	100	x	$45.00	=	$4,500.00
9	Roofing - Rate 3 (Foreman/Supervisor)	8	x	$53.55	=	$428.40
10	Roofing - Rate 4 (Supervisor/Inspector)	3	x	$107.00	=	$321.00
Estimated Cost for Section B (Sum of Items 7-10):						$9,104.40
**Total Estimated Cost for Items 1-10 (Sum of Section A + Section B)						$60,554.40

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: P Vice — P. VICE, PURCH MGR

WITNESS

03/22/11 — DATE

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

CONTRACT

Reference Bid: 11-23, Roofing Repairs and Upgrades
Contractor: Schefers Roofing Company
Term: 1 year with 4 automatic renewal options

This contract executed this 3rd day of May, 2011, between the **City of Fayetteville, Arkansas**, and **Schefers Roofing Company**, In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Schefers Roofing Company** 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 Bid 11-23 as stated in **Schefers Roofing Company** bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 11-23.

2. The City of Fayetteville shall pay **Schefers Roofing Company** based on its bid form in pricing as shown in bid and attached to this contract. Payments will be made after approval and acceptance of work, submission of detailed invoice, and submission of certified payroll. Payments will be made within a maximum 30 days after acceptance of invoice. **Schefers Roofing Company** agrees to make detailed invoicing related documentation available to the City or the Department of Energy (DOE) upon request (for example, during a post-award audit), including but not limited to actual cost of material, etc.

3. It is explicitly understood and agreed to by **Schefers Roofing Company** and the City of Fayetteville that the total amount of funding that the City of Fayetteville may use for this and four other similar contracts it is approving today is capped at $220,000.00. **Therefore, the City of Fayetteville will probably not order the full amount of items and services shown on any of the five bids approved by the Fayetteville City Council.** The City will order any work to be done by **Schefers Roofing Company** by issuing a Purchase Order for such work or project which shall be the City's assurance that sufficient funds remain to pay for such work or project. **Schefers Roofing Company shall not start work on any project unless and until it receives the City's Purchase Order for such work or project.**

4. The Contract documents which comprise this contract between the City of Fayetteville and **Schefers Roofing Company** consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 11-23 with the specifications and conditions typed thereon.
   B. **Schefers Roofing Company** bid proposal, including mark up on materials and hourly rates.
   C. The Notice to Prospective Bidders and the Bid Tabulation.

5. These Contract documents constitute the entire agreement between the City of Fayetteville and **Schefers Roofing Company** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Schefers Roofing Company.**

6. **Schefers Roofing Company** shall not assign its duties under the terms of this agreement.

7. **Schefers Roofing Company** 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 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.

8. **Schefers Roofing Company** agrees to abide by the following American Recovery and Reinvestment Act (ARRA) Provisions at all times and fully provide efforts to assist the City with compliance:

   a. **Buy American** – Section 1605 of the Recovery Act requires that all iron, steel, and manufactured goods used in the project must be produced within the United States except as provided in the following:

      i. The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

      ii. The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

      iii. The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

      iv. If all received quotes do not meet the Section 1605 of the Recovery Act the City of Fayetteville is required to receive independent verification from the Federal Government to move forward.

   b. **Waste Stream** – **Schefers Roofing Company** assures to create or obtain a waste management plan addressing waste generated by a proposed project prior to the project generating waste. This waste management plan will describe the plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed project. **Schefers Roofing Company** shall ensure that the project is in compliance with all Federal, state and local regulations for waste disposal. **Schefers Roofing Company** shall make the waste management plan and related documentation available to the City to or DOE (Department of Energy) upon request (for example, during a post-award audit).

   c. **Davis-Bacon Wage Rates** - **Schefers Roofing Company** agrees to pay wage rates as presented in the latest published wage rates for Davis-Bacon for federally funded projects. **Schefers Roofing Company** shall submit certified payrolls to the City of Fayetteville upon delivery of detailed invoicing.

9. **Schefers Roofing Company** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Schefers Roofing Company** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation	Statutory Amount
Comprehensive General & Automobile Insurance	
Bodily Injury Liability	$500,000 for each person injured. $1,000,000 for each accident.
Property Damage Liability	$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **Schefers Roofing Company.**

10. **Schefers Roofing Company** to furnish proof of licensure as required by all local and state agencies.

11. This contract may be terminated without penalty by the City of Fayetteville or **Schefers Roofing Company** with 10 days' written notice.

12. **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 coping costs pursuant to the FOIA may be assessed for this compliance.

13. **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.

SCHEFERS ROOFING COMPANY

By: Lance J. Schefers

Lance J. Schefers President
Printed Contractor Name & Title

ATTEST:

Company Secretary

13243 PUPPY CREEK RD #13
Business Address

SPRINGDALE, AR. 72762
City, State & Zip Code

Date Signed: ~~5-28-2011~~ 4/28/11

CITY OF FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

ATTEST:

Sondra E. Smith
Sondra Smith, City Clerk

Date Signed: May 6, 2011

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #11-23 AND AUTHORIZING A CONTRACT WITH SCHEFERS ROOFING IN AN AMOUNT NOT TO EXCEED $60,554.40 FOR ROOFING REPAIRS AND UPGRADES RELATED TO ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDED COMMUNITY REVOLVING LOAN FUND PROJECTS

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 Bid #11-23 and authorizes a contract with Schefers Roofing in an amount not to exceed $60,554.40 for roofing repairs and upgrades related to Energy Efficiency and Conservation Block Grant funded Community Revolving Loan Fund projects.

PASSED and **APPROVED** this 3rd day of May, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

CONTRACT

REFERENCE BID: 11-23, Roofing Repairs and Upgrades
Contractor: Schefers Roofing Company
Term: 1 year with 4 automatic renewal options

This contract executed this ____ day of _____, 2011, between the City of Fayetteville, Arkansas, and **Schefers Roofing Company.** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Schefers Roofing Company** 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 **Bid 11-23** as stated in **Schefers Roofing Company** bid proposal, and in accordance with specifications attached hereto and made a part hereof under **Bid 11-23**, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay **Schefers Roofing Company** based on their bid form in pricing as shown in bid and attached to this contract. Payments will be made after approval and acceptance of work, submission of detailed invoice, and submission of certified payroll. Payments will be made within a maximum 30 days after acceptance of invoice. **Schefers Roofing Company** agrees to make detailed invoicing related documentation available to the City or the Department of Energy (DOE) upon request (for example, during a post-award audit), including but not limited to actual cost of material, etc.

3. No work shall be started on any project for any location with out the receipt of a City issued Purchase Order (PO). All work performed by **Schefers Roofing Company** without a PO is at the risk of **Schefers Roofing Company.**

4. The Contract documents which comprise this contract between the City of Fayetteville and **Schefers Roofing Company** consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to **Bid 11-23** with the specifications and conditions typed thereon.
   B. **Schefers Roofing Company** bid proposal, including mark up on materials and hourly rates.
   C. The Notice to Prospective Bidders and the Bid Tabulation.

5. These Contract documents constitute the entire agreement between the City of Fayetteville and **Schefers Roofing Company** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Schefers Roofing Company.**

6. **Schefers Roofing Company** shall not assign its duties under the terms of this agreement.

7. **Schefers Roofing Company** 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 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.

8. **Schefers Roofing Company** agrees to abide by the following American Recovery and Reinvestment Act (ARRA) Provisions at all times and fully provide efforts to assist the City with compliance:

   a. **Buy American** – Section 1605 of the Recovery Act requires that all iron, steel, and manufactured goods used in the project must be produced within the United States except as provided in the following:

      i. The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

      ii. The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

      iii. The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

      iv. If all received quotes do not meet the Section 1605 of the Recovery Act the City of Fayetteville is required to receive independent verification from the Federal Government to move forward.

   b. **Waste Stream** – **Schefers Roofing Company** assures to create or obtain a waste management plan addressing waste generated by a proposed project prior to the project generating waste. This waste management plan will describe the plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed project. **Schefers Roofing Company** shall ensure that the project is in compliance with all Federal, state and local regulations for waste disposal. **Schefers Roofing Company** shall make the waste management plan and related documentation available to the City to or DOE (Department of Energy) upon request (for example, during a post-award audit).

   c. **Davis-Bacon Wage Rates** - **Schefers Roofing Company** agrees to pay wage rates as presented in the latest published wage rates for Davis-Bacon for federally funded projects. **Schefers Roofing Company** shall submit certified payrolls to the City of Fayetteville upon delivery of detailed invoicing.

9. **Schefers Roofing Company** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Schefers Roofing Company** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation	Statutory Amount
Comprehensive General & Automobile Insurance	
Bodily Injury Liability	$500,000 for each person injured. $1,000,000 for each accident.
Property Damage Liability	$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **Schefers Roofing Company.**

10. **Schefers Roofing Company** to furnish proof of licensure as required by all local and state agencies.

11. This contract may be terminated by the City of Fayetteville or **Schefers Roofing Company** with 10 days written notice.

12. 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 coping costs pursuant to the FOIA may be assessed for this compliance.

13. 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.

WITNESS OUR HANDS THIS_____DAY OF _____, 2011.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

_____
LIONELD JORDAN, Mayor

_____
Attest: Sondra Smith, City Clerk

Schefers Roofing Company
CONTRACTOR
BY _____ President
NAME AND TITLE

ATTEST: COMPANY SECRETARY
_____

PO Box 326 Grain Valley Mo
BUSINESS ADDRESS
64029

Fayetteville
ARKANSAS

BID: 11-23
DATE: 03/22/11
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 11-23, Roofing Repairs and Upgrades

Name of Contractor:		Schefers Roofing						
SECTION A: Materials Subject to Buy American Requirements		A		B		C (A x B)		D (B + C)
Item	Description	Mark Up %		Contractors Material Cost Estimate		$$ Amount of Mark Up		$$ Amount Mark Up PLUS Material Cost
1	General Material (Cost plus %) $0-$100	45%	x	$1,500	=	$675		$2,175.00
2	General Material (Cost plus %) $101-$500	35%	x	$1,500	=	$525		$2,025.00
3	General Material (Cost plus %) $501-$1000	35%	x	$1,500	=	$525		$2,025.00
4	General Material (Cost plus %) $1001-and up	35%	x	$1,500	=	$525		$2,025.00
5	Reflective Paint Material	35%	x	$2,000	=	$700		$2,700.00
6	New Reflective Roof Material - Standing Seam Metal Roof	35%	x	$30,000	=	$10,500		$40,500.00
Estimated Cost for Section A (Sum of Items 1-6):								$51,450.00
SECTION B: Labor Subject to Davis-Bacon Wage Rates		A		B				C (A x B)
Item	Description	Estimated hours		Hourly Rate				Estimated Labor Cost
7	Roofing - Rate 1 (Applicatior/Installer)	100	x	$38.55	=			$3,855.00
8	Roofing - Rate 2 (Installer/Foreman)	100	x	$45.00	=			$4,500.00
9	Roofing - Rate 3 (Foreman/Supervisor)	8	x	$53.55	=			$428.40
10	Roofing - Rate 4 (Supervisor/Inspector)	3	x	$107.00	=			$321.00
Estimated Cost for Section B (Sum of Items 7-10):								$9,104.40
**Total Estimated Cost for Items 1-10 (Sum of Section A + Section B)								$60,554.40

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: P Vice — P. VICE, PURCH MGR

WITNESS

03/22/11 — DATE

EXECUTION OF BID -
Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:** SCHEFERS ROOFING
Purchase Order and /Payments shall be issued to this name

***BUSINESS ADDRESS:** 13243 PUPPY CREEK RD #13

***CITY:** SPRINGDALE ***STATE:** AR ***ZIP:** 72762

***PHONE:** 479-717-2279 **FAX:** 479-717-2240

***E-MAIL:** JEFFW@SCHEFERSROOFING.COM

***BY: (PRINTED NAME)** JEFF D. WICKER P.M.

***AUTHORIZED SIGNATURE:** [signature] P.M.

***TITLE:** PROJECT MANAGER

***DATE:** MARCH 22ND 2011

Acknowledge Addendums:

Addendum No. 1 Dated: 3/4/11 Acknowledged by: [signature] P.M.

Addendum No. 2 Dated: 3/11/11 Acknowledged by: [signature] P.M.

Addendum No. 3 Dated: 3/17/11 Acknowledged by: [signature] P.M.

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 11-23, Roofing Repairs & Upgrades
Bid Pricing Form – REVISED PER ADDENDUM 1

BID 11-23, ADDENDUM 1 - REVISED BID FORM

SECTION A: Materials
Subject to Buy American Requirements

Item	Description	A Mark Up %		B Contractors Material Cost Estimate		C (A x B) $$ Amount of Mark Up	D (B + C) $$ Amount Mark Up PLUS Material Cost
1	General Material (Cost plus %) $0-$100	45 %	x	$1,500	=	675.00	$ 2,175.00
2	General Material (Cost plus %) $101-$500	35 %	x	$1,500	=	525.00	$ 2,025.00
3	General Material (Cost plus %) $501-$1000	35 %	x	$1,500	=	525.00	$ 2,025.00
4	General Material (Cost plus %) $1001-and up	35 %	x	$1,500	=	525.00	$ 2,025.00
5	Reflective Paint Material	35 %	x	$2,000	=	700.00	2,700.00
6	New Reflective Roof Material - Standing Seam Metal Roof	35 %	x	$30,000	=	10,500.00	$ 40,500.00
						Estimated Cost for Section A (Sum of Items 1-6):	$ 51,450.00

SECTION B: Labor
Subject to Davis-Bacon Wage Rates

Item	Description: Most basic trade is listed as "Rate 1". Skill set increases with increased rate number.	A Estimated hours *subject to change*		B Hourly Rate		C (A x B) Estimated Labor Cost
7	Roofing - Rate 1 (Application/Installer)	100	x	$ 38.55	=	$ 3,855.00
8	Roofing - Rate 2 (Installer/Foreman)	100	x	$ 45.00	=	$ 4,500.00
9	Roofing - Rate 3 (Foreman/Supervisor)	8	x	$ 53.55	=	$ 428.40
10	Roofing - Rate 4 (Supervisor/Inspector)	3	x	$ 107.00	=	$ 321.00
						Estimated Cost for Section B (Sum of Items 7-10): 9,104.40
						**Total Estimated Cost for Items 1-10 (Sum of Section A + Section B) $ 60,554.40

**Bid bond required on 5% of "Total Estimated Cost for Items 1-10".
A 100% Performance and Payment bond is required for same within ten days after notice of contract award.

Name of Contractor: SCHEFERS ROOFING

* ANTICIPATED NUMBER OF DAY'S FROM DATE OF RECEIPT OF AN ORDER FOR DELIVERY OF EQUIPMENT AND INSTALLATION TO THE CITY OF FAYETTEVILLE 104 DAY'S

City of Fayetteville
Bid 11-23, Roofing Repairs and Upgrades
Bid Proposal Form (shall be submitted with all bids)

This page becomes an integral part of the proposal submitted

by SCHEFERS ROOFING.
(Vendor/Company Name)

The undersigned proposes to furnish and deliver, in accordance with the requirements of these bid documents issued February of 2011, prepared by the City of Fayetteville, Purchasing Division, **for the time period beginning date of Bid Award and ending twelve months thereafter** as per **Bid 11-23, subject to four one (1) year annual renewals.** Item numbers below refer to the same numbered paragraph of the Instructions to Bidders and the Specifications.

INSTRUCTIONS TO BIDDERS:

1.1. Prices shall include all labor, supervision, materials, equipment, transportation and services necessary to do a top quality job. YES X NO____

1.2. Discounts offered:

1.3. Condition of Bid FIRM? YES X NO____
SUBJECT TO ESCALATION .....
Method of Escalation, if applicable .....
BIDS MUST BE FIRM FOR ACCEPTANCE FOR 90 Days
Bid is Firm 120 Days _____ Weeks

1.4. Bidder will accept total bid only? YES____ NO X
(or any portion of bid award) YES X NO____

1.5 Bidder has submitted an original bid document? YES X NO____

1.6 Bidder will provide Workman's Compensation Insurance as outlined? YES X NO____

1.7 Bidder will provide General Liability Insurance as outlined? YES X NO____

1.8 Bidder will provide Automobile Coverage as outlined? YES X NO____

1.9 Bidder will indemnify the City of Fayetteville? YES X NO____

2.0 Bidder has included qualification & experience information as required? YES X NO____

3.0 **PURCHASES BY OTHER PUBLIC AGENCIES:**

Bidder agrees to extend pricing, terms, and conditions to other public agencies

YES X NO____

4.0 RESPONSE TIME

Bidder agrees to have a person on call for emergencies twenty four hours a day?

YES X NO____

Bidder agrees to one (1) hour emergency response time?

YES X NO____

Bidder agrees to two to three day response time for regular calls unless an extension is approved by City project manager?

YES X NO____

5.0 DAVIS-BACON PREVAILING WAGE DETERMINATION

Bidder agrees meet all wage requirements as outlined and required, including but not limited to certified payroll reporting?

YES X NO____

6.0 BUY AMERICAN

Bidder agrees follow all Buy American requirements?

YES X NO____

7.0 PROFESSIONAL STANDARDS

Bidder agrees to have professional workmanship and perform work in a manner consistent with the industry in which it is related to?

YES X NO____

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

ADDENDUM NO. 1 DATED MARCH 4, 2011
ADDENDUM NO. 2 DATED MARCH 11, 2011
ADDENDUM NO. 3 DATED MARCH 17, 2011

This page becomes an integral part of the proposal submitted

by SCHEFERS ROOFING
(Vendor/Company Name)

We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the City of Fayetteville with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with City of Fayetteville specifications attached hereto.

City of Fayetteville
Bid 11-23, Roofing Repairs and Upgrades
Vendor References

The following information is required from all Proposers so all proposals may be reviewed and properly evaluated

COMPANY NAME: SCHEFERS ROOFING

BUSINESS ADDRESS: 13243 PUPPY CREEK ROAD #13

NUMBER OF YEARS IN BUSINESS: 16 HOW LONG IN PRESENT LOCATION: 4 YR.

TOTAL NUMBER OF CURRENT EMPLOYEES: 62 FULL TIME 62 PART TIME 0

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 12 FULL TIME 3 PART TIME

PLEASE LIST LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST THREE (3) YEARS (All fields must be completed):

1. UNIVERSITY OF ARKANSAS
COMPANY NAME ASSORTED ROOFING PROJECTS
521 RAZORBACK ROAD, FAYETTEVILLE AR. 72703
CITY, STATE, ZIP
JOSH LANE (MILESTONE) / JAMES MILNER (UOFA)
CONTACT PERSON
479-409-2390 / 479-575-6183
TELEPHONE
479-751-4841 / 479-575-4859
FAX NUMBER
JLANE@MSTONECC.com / JMILNER@UARK.EDU
E-MAIL ADDRESS

2. FLINTCO / JOB UAFS RESIDENCE HALLS & DINING FACILITY
COMPANY NAME
184 E. PATINE BLVD / 5397 KINKEAD, FORT SMITH
SPRINGDALE, AR. 72762 / AR, 72903
CITY, STATE, ZIP
PATRICK HORATH /
CONTACT PERSON
479-379-3371 - 479-750-4565
TELEPHONE
479-750-4690
FAX NUMBER
PHORATH@FLINTCO.COM
E-MAIL ADDRESS

3. KRAFT FOODS
COMPANY NAME
507 SOUTHEAST E STREET
CITY, STATE, ZIP BENTONVILLE, AR 72712
JIM BASS
CONTACT PERSON
479-273-5561 xt. 125 / 479-200-5709
TELEPHONE
479-273-2433
FAX NUMBER
JIMMY.BASS@KRAFT.COM
E-MAIL ADDRESS

4. VOC PROPERTIES
COMPANY NAME
5308 VILLAGE PARKWAY STE #2
CITY, STATE, ZIP ROGERS, AR. 72758
GABE MORRIS
CONTACT PERSON
479-464-4292 / 479-644-7279
TELEPHONE
479-464-4282
FAX NUMBER
GABE@VILLAGEONTHECREEKS.COM
E-MAIL ADDRESS

* PROJECTS SHOWN ARE PROVIDED TO SHOW THE DIVERSITY OF OUR WORK CAPABILITIES. MORE PROJECT INFO IS AVAILABLE UPON REQUEST.

City of Fayetteville
Bid 11-23, Roofing Repairs and Upgrades
Debarment Certification Form – **THIS FORM SHALL BE SUBITTED WITH ALL BIDS**

As A BIDDER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:
Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: JEFF D. WICKER P.M.

COMPANY: SCHEFERS ROOFING COMPANY

PHYSICAL ADDRESS: 13243 POPPY CREEK RD #13 SPRINGDALE AR. 72762 / CORPORATE: 116 E. AA HWY. GRAIN VALLEY, MO 64029

MAILING ADDRESS: P.O. BOX 701 BENTONVILLE, AR. 72712 / P.O. BOX 326 GRAIN VALLEY MO. 64029

PHONE: 479-717-2279 / 816-847-1002 FAX: 479-717-2240 / 816-847-7216

EMAIL: JEFFW@SCHEFERSROOFING.COM

SIGNATURE: Jeff D. Wicker P.M.

DATE: 3/18/11

NOTICE:

***CAUSE:** Debarment by an agency pursuant to FAR 9.406-2, GPO Instructions 110.11A, or PS Publication 41, for one or more of the following causes (a) conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity; (b) violation of the terms of a Government contract, such as a willful failure to perform in accordance with its terms or a history of failure to perform; or (c) any other cause of a serious and compelling nature affecting responsibility. (See Code N- Debarment pursuant to FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.)*

***TREATMENT:** Contractors are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the City determines that there is a compelling reason for such action. Government prime contractors, when required by the terms of their contract, shall not enter into any subcontract equal to or in excess of $25,000 with a contractor that is debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as indicated in the listing.*

City of Fayetteville
Bid 11-23, Roofing Repairs and Upgrades
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

✓ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain)

_____

_____

_____

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and

2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

JEFF D. WICKER P.M.
Printed Name

P.M.
Signature

3/18/11
Date

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Schefers Roofing Company
P.O. Box 326, Grain Valley, MO 64029

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)
2100 Fleur Drive, Des Moines, IA 50321-1158

a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fayetteville
113 W. Mountain, Fayetteville, AR 72701

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Reroof of Chamber of Commerce & 3 Mount Sequoyah Locations, Curb Work at Botanical Gardens.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of March, 2011

Peggy Messer
(Witness)

Schefers Roofing Company
(Principal) (Seal)
By: President
(Title)

(Witness)

Merchants Bonding Company (Mutual)
(Surety) (Seal)
By: Kelly R. Watson
Attorney-in-Fact Kelly R. Watson (Title)

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

George R. Donnelly, Mark S. Nauser, Kelly R. Watson, Steven L. Nicholson
Erle D. Benton, Chandler H. Cullor

of Overland Park and State of Kansas its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SEVEN MILLION ($7,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 27th day of May, 2009.

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 27th day of May, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
CINDY SMYTH
Commission Number 173504
My Commission Expires
March 16, 2012

Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 18TH day of MARCH, 2011

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0001 (1/09)

Kynar 500® or Hylar 5000™ Limited Warranty

MATERIAL DESCRIPTION:

JOB NAME:

SOLD TO:

INVOICE NUMBER(S):

OWNER:

EFFECTIVE DATE:

DATE OF ISSUE:

Berridge Manufacturing Company warrants that Kynar 500® or Hylar 5000™ 70% full-strength Fluoropolymer finish will perform for twenty (20) years from date of installation as an effective surfacing material within the scope of the conditions and limitations defined in this warranty document.

EFFECTIVE SURFACING MATERIAL IS DEFINED TO MEAN:

1. Freedom from cracking, chipping or peeling due to the deterioration of the finish for a period of twenty (20) years from date of purchase, exclusive of mechanical damage or other abnormal contingencies. (See Para 2).
2. Freedom from any color changes in excess of 5 NBS Units (Using the NBS unit of color notation as measured on the MEECO Colormaster: ASTM-D-2244) for a period of twenty (20) years from date of purchase.
3. Freedom from chalking in excess of Number 8 Rating (ASTM-D-659-80) for a period of twenty (20) years from date of installation.

TERMS AND CONDITIONS OF WARRANTY:

1. Berridge shall not have any obligation under this Warranty until all invoices for installation, supplies and services have been paid in full to Berridge and to the Roofer.
2. **BERRIDGE HAS NO OBLIGATION NOR RESPONSIBILITY FOR DAMAGE TO FINISH OR MATERIALS CAUSED BY THE FOLLOWING CONDITIONS:**
   - A. Materials installed in corrosive or aggressive environments including, but not limited to, areas subject to marine conditions, salt water, salt water spray, chemicals, or harmful gases with the exception of normal air pollution.
   - B. Acts of God, falling objects, fire or external forces.
   - C. Abnormal or harmful gases, fumes or chemicals other than general air pollution.
   - D. Physical damage after installation, intentional or unintentional, whether caused by abuse, misuse, negligence, vandalism, or excessive foot traffic on roof area.
   - E. Any act or acts which damages finish after installation of materials on project.
   - F. Physical damage caused during the forming process due to machinery or roll forming process used.
   - G Slopes of the roof or sections with a pitch of less than one in twenty-four or otherwise as to allow puddling or staining.
   - H. Deterioration of finish or materials due to improper storage prior to or during installation process.
   - I. Deterioration of the finish or substrate caused by standing water or condensation.
   - J. Discoloration or damage to panel finish caused by failure to remove factory-applied protective strippable plastic film.
3. **CUSTOMER MUST NOTIFY BERRIDGE MANUFACTURING COMPANY IN WRITING WITHIN THIRTY (30) DAYS FROM DISCOVERY OF THE CONDITION WHICH IS THE BASIS OF ANY CLAIM AND ALLOW AN INSPECTION OF THE MATERIALS DURING NORMAL BUSINESS HOURS.**
4. **BERRIDGE MANUFACTURING COMPANY'S OBLIGATION WITH RESPECT TO THIS WARRANTY IS LIMITED AS FOLLOWS:**
   - A. In the event of a valid claim, Berridge Manufacturing Company shall, at its option: a.) assume the reasonable costs to restore the finish on the materials; b.) furnish replacement materials; or c.) refund the original purchase price paid to Berridge for the materials less five percent (5%) for each year which has lapsed since the date of purchase of the materials.
   - B. Berridge Manufacturing Company's maximum liability for any claim under this Limited Warranty will be the lesser of the three amounts calculated pursuant to a, b, or c of paragraph 4A above.
   - C. It will be at the sole discretion of Berridge Manufacturing Company to determine which action will be taken with respect to any claim under this Limited Warranty.
   - D. In no event shall Berridge Manufacturing Company's liability exceed the lesser of the cost of replacing or restoring the defective panels.
   - E. The warranty on any repaired or replaced product shall be for the remainder of the warranty period applicable to the original purchase.
   - F. **EXCEPT AS SET FORTH HEREIN, BERRIDGE MANUFACTURING COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY EXPRESSLY DENIES THE SAME.**
5. This warranty is tendered for the sole benefit of the original owner of the project named herein and is not transferable or assignable.
6. Berridge's only liability and responsibility is to the terms and conditions of this Warranty. This Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) and condition(s) stated herein.
7. In the event a court of competent jurisdiction rules that any portion of this Limited Warranty is unenforceable, the remainder of this Limited Warranty shall be construed and enforced as if the stricken portion was not a part hereof originally.

SAMPLE

BERRIDGE MANUFACTURING COMPANY | 6515 Fratt Road, San Antonio, TX 78218 | P: (210) 650-3050 | F: (210) 650-0379

Prepainted GALVALUME® Sheet 20-Year, 6-Month Limited Warranty

Material Description:

Job Name:

Sold To:

Invoice Number(s):

Effective Date:

Owner:

Date of Issue:

SAMPLE

EXCLUSIVE WARRANTY

Berridge Manufacturing Company 6515 Fratt Road, San Antonio, Texas 78218 herby provides this LIMITED WARRANTY TO: _____ ("Customer"). Berridge Manufacturing Company exclusively warrants that, subject to the following provisions, Berridge Manufacturing Company's hot dipped aluminum-zinc alloy-coated GALVALUME® sheet steel, with a coating weight of AZ55 sold for use as prepainted steel building, roofing and siding panels, if erected within the Continental United States as follows:

1. The GALVALUME® sheet steel itself WILL NOT rupture, fail structurally or perforate within a period of 20 years and 6 months after shipment from the coil paint line as a result of corrosion caused by exposure to normal atmospheric conditions.

EXCLUDED ATMOSPHERIC CONDITIONS

This limited warranty DOES NOT APPLY to sheet exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

1. Areas subject to saltwater marine atmospheres or to constant spraying of either salt or fresh water.
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust or animal waste.
3. Areas subject to water runoff from lead or copper flashings or areas in metallic contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

OTHER EXCLUDED SITUATIONS

This limited warranty DOES NOT APPLY in the event of:

A. Bends less than 4T for all sheet thickness.
B. Slopes of the roof or sections of the roof flatter than 1:15. NOTE: This slope is greater than the slope for unpainted coated steel sheet based on the anticipated greater hazard associated with the performance of painted surfaces under conditions of poor drainage.
C. Mechanical, chemical or other damage sustained during shipment, storage, forming fabrication or during or after erection.
D. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
E. Failure to Provide free drainage of water, including internal condensation, from overlaps on all other surfaces of the sheets or panels.
F. Failure to remove debris from overlaps and all other surfaces of the sheets or panels
G. Damage cased to the metallic coating by improper roll forming, scouring or cleaning procedures
H. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
I. Presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.
J. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long lasting fasteners to be used with GALVALUME® sheet roofing and siding panels rests solely with the Customer.

EXCLUSIVE REMEDIES

Customer's exclusive remedy and Berridge Manufacturing Company's sole liability for breach of this limited warranty shall be limited exclusively to the cost of either repairing non-conforming panels, or at Berridge Manufacturing Company's sole option, of furnishing FOB Customer's plant sufficient sheet product to enable Customer to fabricate replacement panels for the non-conforming panels.

LIMITATION OF DAMAGES

THE LIABILITY OF BERRIDGE MANUFACTURING COMPANY SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

OTHER WARRANTIES, INCLUDING MERCHANTABILITY

THERE ARE NO WARRANTIES, PROMISES OR AFFIRMATIONS OF FACT, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESSS FOR A PARTICULAR PURPOSE OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY NON-CONFORMING SHEET SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS SET FORTH HEREIN.

INSPECTION AND NOTICE OF CLAIM

Customer shall exercise diligence in inspection of material as received from Berridge Manufacturing Company prior to utilization so as to mitigate expense involved in repairing, repainting or replacing non-conforming sheets.

Claims for any breach of warranty must be made within the period of this limited warranty and within 30 days after the period of this limited warranty and within 30 days after Customer discovered the non-conforming sheet; Customer must give Berridge Manufacturing Company a reasonable opportunity to inspect the material.

DUTIES OF CUSTOMER IN PRESENTING CLAIMS

As a condition precedent to Berridge Manufacturing Company's liability hereunder, Customer must present with his claim such records so to enable Berridge Manufacturing Company to establish Berridge Manufacturing Company's order number, Berridge Manufacturing Company's coil number, date of shipment by Berridge Manufacturing Company and the date of installation in the form of building panels for the claimed non-conforming sheet.

Customer shall also present such evidence that establishes any claimed non-conformance was due to a breach of the limited warranty stated herein.

TRANSFERS, REPRESENTATIONS AND ASSIGNMENTS

This limited warranty is extended to Customer as the original purchaser from Berridge Manufacturing Company and is non-transferable and non-assignable. No rights against Berridge Manufacturing Company shall be created by any purported transfer or assignment, nor shall any rights against Berridge Manufacturing Company survive any transfer or assignment. Customer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this limited warranty extends or is available to parties other than Customer, and to the limit of is legal right to do so, Customer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Customer shall excuse Berridge Manufacturing Company from its obligation hereunder.

WAIVER OR MODIFICATIONS OF BERRIDGE MFG. CO.'S RIGHTS

No terms or conditions, other than those state herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this limited warranty or waive Berridge Manufacturing Company's rights hereunder, shall be binding on Berridge Manufacturing Company unless the same be clearly set forth in writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited warranty, and is signed by the authorized representative of Berridge Manufacturing Company.

TERMINATION

Berridge Manufacturing Company reserves the right to terminate this limited warranty, except with respect to orders which it has already accepted, upon the giving of written notice thereof.

GOVERNING LAW

The substantive law of the State of Texas shall exclusively govern the rights and duties of the parties under this agreement.

ENTIRE AGREEMENT

The provisions set forth herein are in lieu of and expressly supersede any other provision irrespective of where contained. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

GALVALUME® is a registered trademark of BIEC International, Inc.

BERRIDGE MANUFACTURING COMPANY
6515 Fratt Road, San Antonio, Texas 78218 • (210) 650-3050

Firestone

ROOFING MEMBRANE LIMITED WARRANTY

Warranty No: {ins#0} **FBPCO #{ins#1}** **Square Footage: {ins#2} s.f.**
Building Owner: {ins#3}
Building Identification: {ins#4}
Building Address: {ins#5}
Warranty Period Of: {ins#8} Years Beginning on: {ins#6}
Roofing Contractor: {ins#7}

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions and Limitations, set forth below, provide replacement membrane materials sufficient to replace any area of Firestone Roofing Membrane ("Membrane") which leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's replacement obligations over the life of this warranty are limited to the owners original cost of the Membrane, prorated based on the remaining months of the unexpired warranty.

TERMS, CONDITIONS AND LIMITATIONS

1. The Membrane is limited to mean the Firestone brand Membrane when installed in accordance with Firestone Technical Specifications.
2. In the event any leak should occur in the Membrane: (a) The Owner must give written notice to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is caused by deterioration in the Membrane as a result of ordinary exposure to the elements, the Owner's sole and exclusive remedy and Firestone's liability shall be limited to the supply of replacement membrane material sufficient to replace the affected area of membrane; (c) Should the investigation reveal that the leak is caused by something other than causes set forth in 2(b) above, investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Membrane Limited Warranty ("Limited Warranty") null and void. If the cause of the leak is determined by Firestone to be outside the scope of this Limited Warranty, Firestone shall advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone cannot resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the authorized applicator have been paid in full for all materials, supplies, services, warranty costs and other charges incurred in, or related to, the System.
4. Firestone shall have no obligation under this Limited Warranty for any other liability arising in the future if a leak or damage is caused by: (a) Natural forces, disasters, or Acts of God, including, but not limited to, winds, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any condition, omission, or any action, or act(s) of war, which damages the System or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the membrane, said maintenance to include, but not limited to those items specified on the exclusions section of this Limited Warranty titled "Building Envelope Care and Maintenance Guide"; (d) Deterioration or failure of building components including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through and around walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not approved in writing by Firestone; (h) The architecture, engineering, construction or design of the roof, roofing system, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (i) A change in building use or purpose; (j) Failure to give proper notice as set forth in paragraph 2(a) above.
5. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
6. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the surface of the System for inspection and/or repair. Failure by Owner to pay these costs or to deny roof access to Firestone shall render this Limited Warranty null and void.
7. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
8. This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without regard to conflict of laws.
9. This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By: **John R. Geary**

Authorized
Signature: _____
Title: **VP of Quality, Technology & Product Development**

040907

Fayetteville ARKANSAS

Project Check List
Bid 11-23, Roofing Repairs and Upgrades

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- [x] 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
  - In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- [x] All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- [x] All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- [x] All bidders shall submit the following forms with each bid: Bid Pricing Form, Bid Proposal Form, Vendor References, Debarment Certification Form, & Statement of Disclosure.
- [x] All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- [x] All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: SCHEFERS ROOFING

ARKANSAS CONTRACTORS LICENSE NUMBER: 0194490311

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

Bid 11-23, Addendum 1

Bid 11-23, Roofing Repairs and Upgrades

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Friday, March 04, 2011

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

Bid 11-23, has the following modifications and clarifications:

1. The bid form for this bid has been revised and is included with this addendum. ALL BIDDERS SHALL USE THE ATTACHED REVISED BID FORM. FAILURE TO USE THE CORRECT BID FORM CAN RESULT IN YOUR BID BEING REJECTED.

2. The **bid deadline has been extended until** Friday, March 18, 2011. All bids shall be turned in before **Friday, March 18, 2011 at 2:00:00, local time**. Bids shall be turned in to the City of Fayetteville, Purchasing Division, Room 306 in City Hall, located at 113 W. Mountain, Fayetteville, AR 72701.

3. The City will hold tours of the current selected project sites on Friday, March 11, 2011, starting at 9:00 AM. Tours are scheduled as listed below and are non-mandatory. Please refer to the attached pre-bid agenda for addresses of each location.

   Tour 1 – Fayetteville Chamber of Commerce, 9:00 AM – 10:00 AM
   Tour 2 – Mount Sequoyah (all 3 buildings), 11:00 AM – Noon
   Tour 3 – Botanical Gardens of the Ozarks, 2:00 PM – 3:00 PM

4. Project summaries for each of the five (5) locations are available on the City of Fayetteville, Purchasing Division website at www.accessfayetteville.org then under the "Business" tab clicking "Bid's, RFP's, & RFQ's". Bidders are encouraged to review and become familiar with this information to obtain a better understanding of the potential scope of work.

5. The attached pre-bid agenda is hereby made part of this bid. The sign in sheet from the meeting held on 3/4/11 is also attached.

6. Mark up percentage for each bid shall remain firm throughout the entire term of the contract. Labor rates can be evaluated with the City on an annual basis or when Davis-Bacon Wage Rates update or change. Any request for wage rate increase must be evaluated and approved by the City and be reasonable in comparison with the CPI index.

ACKNOWLEDGED P.M.
SCHEFERS ROOFING

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

Bid 11-23, Addendum 2

Bid 11-23, Roofing Repairs and Upgrades

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Friday, March 11, 2011

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

Bid 11-23, has the following modifications and clarifications:

1. Applicable federal, state, and local taxes will apply to the work being done on the projects; however, it **SHALL NOT** be included with the bid prices presented in this bid. The selected contractor will charge any applicable sales taxes to the City upon invoicing.

2. Spreadsheets containing past utility bill data are available. Contractors interested in this data need to e-mail Andrea Foren (aforen@ci.fayetteville.ar.us) and request those documents. They will be sent to any interested bidder upon request.

3. Any work that involves an electrician will be performed by others.

ACKNOWLEDGED [signature] D.M.
SCHEFERS ROOFING

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Bid 11-23, Addendum 3

Bid 11-23, Roofing Repairs and Upgrades

Date: Thursday, March 17, 2011

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

Bid 11-23, has the following modifications and clarifications:

1. The deadline for this **bid has been extended until Tuesday, March 22, 2011 before 2:00:00 PM, local time**. All sealed bids shall be delivered to the Fayetteville Purchasing Division, located in room 306 at City Hall, 113 W. Mountain, Fayetteville, AR 72701.

ACKNOWLEDGED 1:00 P.M.
SCHEFERS ROOFING

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/1/2011
City Council Meeting Date
Agenda Items Only

Byron Humphry	Maintenance	Parks and Recreation
Submitted By	**Division**	**Department**

Action Required:

A resolution awarding Bid #11-62 and approval of a contract with **Wyatt Contracting, Inc.** in the amount of $59,530 with a 10% project contingency of $5,953 for a total project cost of $65,483 for the Construction of Lake Sequoyah Boat Ramp and Courtesy Dock.

$ 65,483.00	$ 99,943.00	Lake Sequoyah Improvements
Cost of this request	Category / Project Budget	Program Category / Project Name
2250.9256.5806.00	$ 34,460.00	Lake Sequoyah Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02043.2	$ 65,483.00	Park Land Dedication (SE)/ Parks Dev.
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [X]

Department Director (in Connie's absence) — 10/14/2011 Date

City Attorney — 10/14/11 Date

Finance and Internal Services Director — 10-17-2011 Date

Chief of Staff — 10-18-11 Date

Mayor — 10/18/11 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — 10-14-11 P03:03 RCVD

Received in Mayor's Office — ENTERED 10/17/11

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

From: Byron Humphry, Maintenance Superintendent

Date: October 14, 2011

Subject: **Bid #11-62, Construction of Lake Sequoyah Boat Ramp and Courtesy Dock**
Agenda Request for November 1, 2011 Meeting

PROPOSAL:

Lake Sequoyah Park, consisting of 1,400 acres, is one of the city's three lake properties serving the city as well as the adjacent neighborhoods and communities. The park is situated in the southeast quadrant of town and is located at 6608 East Lake Sequoyah Drive. The project site is located on the west side of the lake along E. Lake Sequoyah Drive.

In August 2011 the former boat docks were demolished. This project includes the demolition of the existing boat ramps and courtesy dock and construction of a new boat ramp and floating courtesy dock and associated site work. The project was approved as part of the 2010 CIP.

The project was advertised on September 28 and October 6, and bids were opened on October 13, 2011. One vendor, Wyatt Contracting, Inc., submitted a bid in the amount of $59,530. (See attached bid tabulation sheet.) If approved, the construction of the project is anticipated to begin in November 2011 and be completed in January 2012.

RECOMMENDATION:

A resolution awarding Bid #11-62 and approval of a contract with Wyatt Contracting, Inc. in the amount of $59,530 with a 10% project contingency of $5,953 for a total project cost of $65,483 for the Construction of Lake Sequoyah Boat Ramp and Courtesy Dock.

BUDGET IMPACT:

This project is funded with Park Land Dedication (SE Quadrant) funds ($63,461) and Park Development funds ($2,022). Total project cost including a 10% project contingency is $65,483.

Attachments:
Staff Review Form
Bid Tabulation Sheet
Wyatt Contracting, Inc. Bid Submittal
Contract Agreement Signed by Contractor
Purchase Requisition
Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #11-62 AND APPROVING A CONTRACT WITH WYATT CONTRACTING, INC. IN THE AMOUNT OF $59,530.00 FOR THE CONSTRUCTION OF A LAKE SEQUOYAH BOAT RAMP AND COURTESY DOCK, APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT

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 Bid #11-62 and approves a contract with Wyatt Contracting, Inc. in the amount of $59,530.00 for the construction of a Lake Sequoyah boat ramp and courtesy dock.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a ten percent (10%) project contingency.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A".

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

V11.0425

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Parks & Recreation Department: Parks & Recreation	Request Date	Adjustment Number
2011		10/14/2011	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

To increase funding for the Lake Sequoyah Improvemetns and reduce funding in Lake Fayetteville North Playground and Walker Park Entry Feature and Kiosk in the amounts of $7,921 and $2,022.

Byron Humphry — 10/14/2011
Division Head — Date

10 Jan
Budget Director — Date

Alison Jumper (in Connies Absence) — 10/14/2011
Department Director — Date

Paul A. Becker — 10-19-2011
Finance Director — Date

10-18-11
Chief of Staff — Date

10/18/11
Mayor — Date

Prepared By: Tracie Martin
tmartin

Reference:

Budget & Research Use Only

Type: A B C D E P

General Ledger Date

Posted to General Ledger — Initial — Date

Checked / Verified — Initial — Date

TOTAL BUDGET ADJUSTMENT - -

Account Name	Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Park improvements	2250.9256.5806.00	7,921		02043 . 2
Contract services	2250.9255.5315.00	(7,921)		10009 . 1
Greenspace Fees SE	2250.0925.4419.03		7,921	02043 . 2
Greenspace Fees SE	2250.0925.4419.03		(7,921)	10009 . 1
Park improvements	2250.9255.5806.00	2,022		02043 . 2
Park improvements	2250.9255.5806.00	(2,022)		02043 . 1001
				.
				.

EXHIBIT
tabbies
A

Fayetteville
ARKANSAS

BID: 11-62
DATE: 10/13/11
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 11-62, Construction of Lake Sequoyah Boat Ramp & Courtesy Dock

BIDDER	TOTAL BID PRICE
1 Wyatt Contracting Inc	$59,530.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: P Vice — P. VICE, PURCH MGR
Joanna Allen — WITNESS
10-13-11 — DATE

Section 00 41 13

BID FORM

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Amount
1	1	*Lump Sum*	**Mobilization** - *(not to exceed 5% of total bid)*	$(in figures)/L.S.	$ 18600.00 in figures
			Nineteen Thousand Six Hundred Dollars dollars amount written in words		
2	1	*Lump Sum*	**Bonds, Insurance and Construction Staking**	$(in figures)/L.S.	$ 2676.50 in figures
			Two Thousand eight Hundred Seventy Six 50/100 dollars amount written in words		
3	1	*Lump Sum*	**Demolition, removal and disposal of existing ramp**	$(in figures)/L.S.	$ 3000.00 in figures
			Three Thousand Dollars dollars amount written in words		
4	1	*Lump Sum*	**Erosion control**	$(in figures)/L.S.	$ 500.00 in figures
			Five Hundred Dollars dollars amount written in words		
5	960	*Square Feet*	**Concrete Poured-in-Place Ramp**	$(in figures)/S.F.	$ 4600.00 in figures
			Four Thousand Six Hundred Dollars dollars amount written in words		
6	24	*Cubic Yards*	**SB2 Base- Complete in Place**	$(in figures)/C.Y.	$ 2600.00 in figures
			Two Thousand Six Hundred Dollars dollars amount written in words		
7	1	*Lump Sum*	**Push Slab-Complete in Place**	$(in figures)/L.S.	$ 4600.00 in figures
			Four Thousand Six Hundred dollars amount written in words		
8	1	*Lump Sum*	**Floating Courtesy Dock Kit w/Ramp Kit- Complete in Place**	$(in figures)/L.S.	$ 85000.00 in figures
			Eighty Five Thousand dollars amount written in words		
9	1	*Lump Sum*	**Lumber for Floating Dock**	$(in figures)/L.S.	$ 5000.00 in figures
			Four Thousand dollars amount written in words		

This bid form continues on the next page...

BID FORM Continued

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Amount
10	1	*Lump Sum*	**Site restoration - including 4-inch depth topsoil, fescue seed, straw and water**	$( )/L.S.	$ 800.00

Five Hundred dollars — amount written in words; in figures

TOTAL BID

Fifty nine Thousand five Hundred Thirty dollars — amount written in words; $ 59,530.00 in figures

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding.
Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

Firm Name: WYATT contracting INC

By: [signature]

Address: 7780 Ark 223

City: Pineville State: Ark 72566

** Arkansas State Contractor's License Number: 0076110312

**** A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins.**

End of Section 00 41 13

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY BOND FROM YOUR INSURANCE CO. WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IF LOST, MISPLACED OR STOLEN.

ZONM7459

FIRST NATIONAL BANK
OF IZARD COUNTY
CALICO ROCK, ARKANSAS 72519

162841

81-305/829

REMITTER Gaylon Wyatt

DATE October 12, 2011

PAY TO THE ORDER OF City of Fayetteville $ 2,976.50

FIRST NAT'L BANK OF IZARD COUNTY 2,976dols 50cts DOLLARS

Cashier's Check

VOID OVER $2,976.50

[redacted]

[redacted]

Section 00 52 13

AGREEMENT

BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2011 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and Wyatt Construction, Inc. (herein after called CONTRACTOR).

CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The work generally consists of the demolition of approximately 74 SY of existing concrete, approximately 88 SY of existing asphalt, construction of an approximately 74 SY heavy duty "V" grooved concrete push-slab ramp, approximately 73 SY of heavy duty "V" grooved concrete paving and construction of a floating courtesy dock and associated site work at ***Lake Sequoyah Park*** and all items indicated in the Drawings and Specifications.

Article 2. PROJECT MANAGER.

The Project has been designed by the CEI Engineering under the direct supervision of:

City of Fayetteville Parks and Recreation Department
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

will be hereinafter called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work for Construction of Lake Sequoyah Boat Ramp and Courtesy Dock shall be substantially completed within 45 consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 60 consecutive calendar days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving

the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars ($250.00) for each day that expires after the time specified in paragraph 3.1 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 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars ($250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

PAYMENT ITEMS

Wyatt Construction, Inc.					
ITEM#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	Mobilization (not to exceed 5% of project bid)	L.S.	1.00	$19,600.00	$19,600.00
2	Bonds, Insurance and Construction Staking	L.S.	1.00	$4,055.57	$4,055.57
3	Demolition, Removal and Disposal of Existing Ramp	L.S.	1.00	$4,179.07	$4,179.07
4	Erosion Control	L.S.	1.00	$1,679.07	$1,679.07
5	Concrete Poured-in-Place Ramp	S.F.	960.00	$4.79	$4,600.00
6	SB2 Base	CY	24.00	$108.33	$2,600.00
7	"Push" Slab - Complete in Place	L.S.	1.00	$5,779.07	$5,779.07
8	Floating Courtesy Dock Kit with Ramp Kit- Installed	L.S.	1.00	$9,179.07	$9,179.07
9	Lumber for Floating Dock	L.S.	1.00	$6,179.07	$6,179.07
10	Site Restoration including 4" topsoil and seeding	L.S.	1.00	$1,679.07	$1,679.07
	TOTAL CONTRACT AMOUNT				**$59,530.00**

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment

will be processed by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in the General Conditions.

5.1. *Progress Payments.* 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 PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

95 percent of Work completed (with the balance of 5 percent being retainage), If Work has been 50 percent completed as determined by the PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. 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, or furnishing of the Work.

6.3. 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.

6.4. CONTRACTOR has carefully studied all 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 which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER 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. CONTRACTOR has obtained and carefully studied (or assumes responsibility for 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, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to the employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance 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.

6.5. CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. 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.

6.7. CONTRACTOR has given PARKS AND RECREATION DEPARTMENT PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER is acceptable to CONTRACTOR and 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

The Contract Documents which comprise the entire agreement between CITY OF FAYETTEVILLE and CONTRACTOR concerning the Work consist of the following:

7.1. This Agreement (pages 1 to 7, inclusive).

7.2. Performance and Payment Bonds, (Exhibits A and B respectively).

7.3. Certificates of Insurance, (Exhibit C).

7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).

7.5. General Conditions (pages 1 to 42, inclusive).

7.6. Supplementary Conditions (pages 1 to 13 inclusive).

7.7. Specifications consisting of Divisions 1 through 31 as listed in table of contents thereof.

7.8. Addendum number 1, inclusive.

7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets numbered two through six with each sheet bearing the following general title: **Lake Sequoyah Fayetteville Parks and Recreation.**

7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

7.10.1. Notice to Proceed

7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. 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.

8.3. CITY OF FAYETTEVILLE and CONTRACTOR each binds itself, it 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.

8.4. 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 stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. Freedom of Information Act. City contract 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, 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.

8.7. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and one counterpart has been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER on their behalf.

This Agreement will be effective on _____, 2011 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:

By: _____
Mayor

[CORPORATE SEAL]

Attest_____

Address for giving notices

CONTRACTOR

By: _____

[CORPORATE SEAL]

*Attest_____

* If a Corporation, attest by the Secretary.

Address for giving notices

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

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: 10/14/2011

P.O Number:

Expected Delivery Date:

Vendor #: 21500

Vendor Name: Wyatt Contracting, Inc

Mail Yes:__ No:____

Address: 7786 ARK 223

Fob Point:

Taxable Yes:__ No:__1

Quotes Attached Yes: Bid Tab No:____

City: Pineville

State: AR

Zip Code: 72566

Ship to code:

Divison Head Approval:

Requester: Byron Humphry, Maintenance Superintendent

Requester's Employee #: 2557

Extension: 368

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Construction of Lake Sequoyah Boat Ramp and Courtesy Dock Per Bid 11-62	1	1	59,530.00	$59,530.00	2250.9256.5806.00	02043.2		
2									
3					$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:

Tax is included in the bid price.

Subtotal: $59,530.00

Tax:

Total: $59,530.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

November 1, 2011
City Council Meeting Date
Agenda Items Only

David Dayringer	Fire	Fire
Submitted By	**Division**	**Department**

Action Required:

A resolution approving a settlement agreement between the City of Fayetteville, Heckathorn Construction Company, Inc., Don Spann AIA Architect, and Batson Bravo Engineering for mold remediation and repairs completed at Fire Station Number 3 and approving a budget adjustment in the amount of $12,170.00.

Cost of this request	$ 135,775.00 Category / Project Budget	Maintenance Program Category / Project Name
1010.3020.5400.00 Account Number	$ 104,312.98 Funds Used to Date	Fire Operations Program / Project Category Name
Project Number	$ 31,462.02 Remaining Balance	General Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — 10-14-11 Date

City Attorney — 10-17-2011 Date

Finance and Internal Services Director — 10-17-2011 Date

Chief of Staff — 10-18-11 Date

Mayor — 10/18/11 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 10-14-11 P03:04 RCVD

Received in Mayor's Office ENTERED 10/17/11

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: David Dayringer, Fire Chief

Date: November 1, 2011

Subject: A resolution approving a settlement agreement between the City of Fayetteville, Heckathorn Construction Company, Inc., Don Spann AIA Architect, and Batson Bravo Engineering for mold remediation and repairs completed at Fire Station Number 3 and approving a budget adjustment in the amount of $12,170.00.

PROPOSAL:

The City of Fayetteville Fire Department discovered mold at Fire Station Number 3 during the second week of August 2010. The firefighters were relocated from the station to Fire Station Number 1 and the mold was tested and determined to be dangerous. Mold growth is fostered from humidity levels above 55%. The air conditioning system in Fire Station Number 3 did not remove enough moisture from the air to keep the relative humidity below an average of 55%. The Architect, Engineer, General Contractor and Mechanical Contractor each had a role in the A/C system not dehumidifying the air. The City accepted the building without the prescribed Test, Adjust and Balance (TAB) procedure called for in the specifications, which would have discovered the A/C issues prior to occupying the building. All four parties wish to resolve and settle any and all claims they might have regarding the mold problem against another party by agreeing to pay one-quarter of the total $66,843.22 cost for the analysis, remediation, reconstruction, relocation costs, and post remediation testing caused by the mold problem. All agree that each party's share shall be $16,710.81.

RECOMMENDATION:

Fire Department staff recommends a resolution approving the attached settlement agreement between the City of Fayetteville, Heckathorn Construction Company, Inc., Don Spann AIA Architect, and Batson Bravo Engineering for mold remediation and repairs completed at Fire Station Number 3 and approving a budget adjustment in the amount of $12,170.00 to recognize revenue received as a result of the settlement.

BUDGET IMPACT:

The City incurred a total of $28,881.76 in out-of-pocket costs related to the mold problem which have been included in the attached settlement agreement. A payment from Engineer Charles Batson in the amount of $7,455.41 along with a payment from Architect Don Spann in the amount of $4,715.55 have been received to reimburse the City for costs incurred in excess of the settlement agreement amount. Approval of the attached budget adjustment is requested to recognize the revenue received from this reimbursement.

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
Don Marr, Chief of Staff
David Dayringer, Fire Chief

FROM: **Kit Williams**, City Attorney

DATE: **September 28, 2011**

RE: **Final Settlement Agreement**

For over a year, Chief Dayringer has been working on resolving the mold problem in Station No. 3 and determining the proper figures for the Settlement Agreement for the necessary mold remediation and reconstruction. The HVAC for this Fire Station was improperly designed and/or constructed such that it provided a water source allowing mold to grow, damage the building and cause discomfort or danger to our firefighters such that remediation and some reconstruction became necessary.

Recognizing the difficulty to prove clear causation and responsibility for this mold problem and the likely delay and expense of litigation, Fire Chief Dayringer has sensibly worked with the engineer, architect and contractor to settle all issues by allocating 25% of all necessary costs and expenditures to each of the parties including the City of Fayetteville. The $16,710.81 per party share not only fully resolves this issue, it is probably less than each party would have had to spend to fully litigate which party would have been the most "at fault" and what each party should pay. At the end of this costly litigation, there still would have been the remediation and reconstruction costs that some or all of the parties would have to pay. Therefore, I agree with Chief Dayringer (as I have for the last year) that this is a good and fair settlement for all concerned including Fayetteville's taxpayers.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY, HECKATHORN CONSTRUCTION COMPANY, INC., DON SPANN AIA ARCHITECT, AND BATSON BRAVO ENGINEERING RELATED TO MOLD REMEDIATION AND REPAIRS COMPLETED AT FIRE STATION NO. 3, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $12,170.00

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 settlement agreement between the City, Heckathorn Construction Company, Inc., Don Spann AIA architect, and Batson Bravo Engineering related to mold remediation and repairs completed at Fire Station No. 3.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of $12,170.00, a copy of which is attached as Exhibit "A".

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

SETTLEMENT AGREEMENT

On this 6th day of October, 2011, the City of Fayetteville, Heckathorn Construction Company, Inc., Don Spann AIA Architect, and Batson Bravo (Engineering) agree as follows:

WHEREAS, Fayetteville Fire Station #3 was designed by Architect Don Spann, constructed by Heckathorn Construction Company, Inc., engineering by Batson Bravo, with building safety inspections by the City of Fayetteville; and

WHEREAS, a significant mold problem developed that caused the City of Fayetteville to temporarily remove its Firefighting Company while inspection and analysis of the mold problem could be conducted and a remediation plan could be developed; and

WHEREAS, the recommended mold remediation plan with all necessary repairs has been accomplished by Heckathorn Construction Company, Inc. for $35,520.62 (as shown on Exhibit A); and

WHEREAS, all out-of-pocket costs to the City of Fayetteville should be included in this settlement agreement which are itemized on Exhibit A and total $28,881.76; and

WHEREAS, Engineer Charles Batson has spent $1,800.00 for a TAB test as shown on Exhibit A; and

WHEREAS, Don Spann as the architect has spent $640.84 as shown on Exhibit A.

NOW THEREFORE, all four parties wish to resolve and settle any and all claims they might have regarding the mold problem against another party by agreeing to pay one-quarter of the total costs (**$66,843.22**) for the analysis, remediation, reconstruction, relocation costs, and post remediation testing caused by the mold problem as itemized on Exhibit A. All agree that each party's share shall be **$16,710.81**. All parties further agree as follows:

1. **The City of Fayetteville** will be credited for its already incurred expenses in the amount of **$28,881.76.** The City is entitled to a payment of $12,170.95 which shall be paid by Engineer Charles Batson (**$7,455.41**) and Architect Don Spann (**$4,715.55**) pursuant to Exhibit A.

2. **Don Spann, Architect**, will be credited for his already incurred expenditure of **$640.84.** Don Spann agrees to pay **$4,715.55 to the City** and **$11,354.42 to Heckathorn** Construction Company.

3. **Heckathorn Construction Company, Inc.** has done all the necessary remediation and construction work as agreed by the parties for the total gross compensation of **$35,520.62.** Heckathorn Construction Company, Inc. shall be paid **$7,455.40** by Engineer Charles Batson and **$11,354.42** by Architect Don Spann for its remediation and construction work pursuant to Exhibit A.

4. **Engineer Charles Batson** of Batson Bravo will be credited for the **$1,800.00** he already paid and agrees to pay **$7,455.40** to **Heckathorn** Construction Company, Inc. and **$7,455.41 to the City** of Fayetteville.

5. This **Settlement** Agreement shall not be effective until all parties have signed the agreement and all payments called for in this agreement have been made. Execution of this Settlement Agreement and making the full payments required hereunder will and does fully and finally resolve and settle any and all claims that any of the parties may have against any other party related to the mold problem in Fire Station #3. Exhibit A is attached to the Agreement in explanation of all costs and payments needed.

IN WITNESS OF their agreement with all the terms, conditions, commitments, promises and duties above, the City of Fayetteville, Heckathorn Construction Company, Inc., Don Spann, Architect and Batson Bravo (Engineers) sign below:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

Attest: _____
SONDRA SMITH, City Clerk

HECKATHORN CONSTRUCTION COMPANY, INC.

By: _____
DON HECKATHORN, President

DON SPANN, ARCHITECT

By: _____
DON SPANN

BATSON BRAVO, (ENGINEERS)

By: _____
CHARLES BATSON

Exhibit A

Fire Station No. 3 Mold Abatement and Station Repair Cost as of 9-26-11

			Total Spent	25% of Cost	Return (payment)	
City of Fayetteville	Mold remediation & station repair	$28,881.76	$28,881.76	($16,710.81)	$12,170.95	
Charles Batson Engineer	TAB Test	$1,800.00	$1,800.00	($16,710.81)	($14,910.81)	$7455.41 to the City $7455.40 to Don Heckathorne
Don Spann Architect	Dehumidifier and fans Initial mold test - surface only	$310.84 $330.00	$640.84	($16,710.81)	($16,069.97)	$4715.55 to the City $11,354.42 to Don Heckathorne
Don Heckathorne General Contractor	Heat Pump system / Station Repair Credit on Salvaged Equipment	$37,020.62 -$1,500.00	$35,520.62	($16,710.81)	$18,809.81	

The City and Don Heckathorn will be reimbursed by Don Spann and Charles Batson up to a 25% of the actual final cost so that all four parties share the cost equally.

Final Cost **$66,843.22**

4-Way split **$16,710.81** each

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fire Department Department: Fire Department	Request Date	Adjustment Number
2011		11/1/2011	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This budget adjustment recognizes revenue received from a settlement agreement between the City of Fayetteville, Heckathorn Construction Company, Inc., Don Spann AIA Architect, and Batson Bravo Engineering for mold remediation and repairs completed at Fire Station Number 3.

Division Head	Date	Prepared By:	Ginny Gundlach
		Reference:	clynch
Budget Director	Date	Budget & Research Use Only	
Department Director	10-14-11 Date	Type:	A B C D E P
Finance Director	10-17-2011 Date	General Ledger Date	
Chief of Staff	10-18-11 Date	Posted to General Ledger	Initial / Date
Mayor	10/18/11 Date	Checked / Verified	Initial / Date

		Increase / (Decrease)		
TOTAL BUDGET ADJUSTMENT		12,170	12,170	
Account Name	Account Number	Expense	Revenue	Project.Sub Number
Building & grounds maint	1010.3020.5400.00	12,170		.
Misc Revenue - Fire	1010.0001.4996.05		12,170	.
				.
				.

EXHIBIT
A

BATSON BRAVO ENGINEERS, PA
501-664-3311
1300 BROOKWOOD DR.
LITTLE ROCK, AR 72202

ALLIED BANK
Little Rock, AR

81-257/829

009290

DATE
October 12, 2011

PAY Seven Thousand Four Hundred Fifty Five and 41/100 Dollars

AMOUNT
$7,455.41

TO THE ORDER OF
City of Fayetteville
303 West Center Street
Fayetteville AR 72701

MP

⑈009290⑈ ⑆082902579⑆ 1000285061⑈

BATSON BRAVO ENGINEERS, PA

009290

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
Fay Fire Station #3	10/1/11	1344	7,455.41	0.00	0.00	7,455.41
City of Fayetteville ALLIED 1	0447	Totals	7,455.41	0.00	0.00	7,455.41

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN. THE BANK IS NOT OBLIGATED TO TAKE ANY ACTION ON THE ABOVE UNTIL THE 90TH DAY AFTER DATE OF ISSUANCE.

ARVEST BANK
Member FDIC
P.O. Box 799
Lowell, AR 72745

2978541

81-87/829
11533621

REMITTER Don Spann Architect
Br 151

DATE October 06, 2011

PAY TO THE ORDER OF City of Fayetteville $ 4,715.55

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK, AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

PAY EXACTLY $4,715 DOL 55 CTS DOLLARS

Security features included. Details on back.

CASHIER'S CHECK

⑈2978541⑈ ⑆082900872⑆ 11533621⑈

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

01-Nov-11
City Council Meeting Date
Agenda Items Only

Allison Atha	Utilities Capital Projects	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of an Engineering Contract with McGoodwin, Williams, & Yates (MWY) for Design of the Broyles Avenue Recycling Drop Off and Education Facility for $105,000, and approval of a 5% contingency of $5,250.

$ 110,250	$ 421,230	Westside Recycling Drop Off Facility
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5080.5315.00	$ 4,014	Solid Waste Improvements
Account Number	Funds Used to Date	Program / Project Category Name
10003-1	$ 417,216	Solid Waste
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached**

Department Director	11 Oct 11 Date	Previous Ordinance or Resolution #
City Attorney	10-11-11 Date	Original Contract Date: / Original Contract Number:
Finance and Internal Services Director	10-11-2011 Date	Received in City Clerk's Office 10-11-11 A11:00 RCVD
Chief of Staff	10-11-11 Date	
Mayor	10/11/11 Date	Received in Mayor's Office ENTERED 10/11/11

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Water, Sewer, Solid Waste Committee
David Jurgens, PE, Utilities Director

From: Allison Atha, Utilities Project Coordinator

Date: October 7, 2011

Subject: Approval of an Engineering Contract with McGoodwin, Williams, & Yates for Design of the Broyles Avenue Recycling Drop Off and Education Facility

RECOMMENDATION

City Administration recommends approval of an Engineering Contract with McGoodwin, Williams, & Yates (MWY) for Design of the Broyles Avenue Recycling Drop Off and Education Facility for $105,000, and approval of a 5% contingency of $5,250.

BACKGROUND

The RW Beck study identified that additional recycling drop-off facilities would significantly increase the City's recycling production, by providing more convenient service to customers in multi-family residential structures, as well as to customers outside the City limits who do not have convenient access to recycling facilities. In 2009, a location was identified on the northeast portion of the West Side Wastewater Treatment Facility land. When integrated to the overall site plan, including the West Side WWTF, the 46 acre mitigation wetlands, a potential future wetlands bank, the future natural parks so residents can better appreciate the wetlands facilities, it was determined that with very little cost and effort, we could expand the mission of the drop-off facility to include a recycling and sustainability education objective, integrating the concepts of sustainable, low impact development (LID) into the design and education mission. The facility will integrate some xeriscaping, native plantings, rain gardens, etc. It will include a covered outdoor classroom, public restrooms, and a small administrative room. Parking shall include space for handicapped customers, up to two school busses, drop-off customers, and education customers.

A team of City staff from Solid Waste, Utilities, Parks, and Sustainability developed the site plan, with input from public discussions, the Environmental Action Committee, and the Water/Sewer/Solid Waste Committee. Two ADEQ recycling grants, $24,449 for containers and $15,551 for education, were obtained in 2010 in support of this project.

DISCUSSION

MWY was selected by an Engineering Selection Committee on September 22, 2011. MWY has proven expertise in LID design, having designed the site of the Beaver Water District administration building, which earned LEED gold certification. City and MWY staff negotiated the attached contract for design services for the site. The design is to be completed in December, 2011; hard construction will be completed in August, 2012, with plants, grasses, and other vegetative work to be in place by the end of September, 2012.

BUDGET IMPACTS

Project 10003 has $417,216 budgeted. $312,216 will remain for construction and education facilities.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH MCGOODWIN, WILLIAMS & YATES IN THE AMOUNT OF $105,000.00 FOR ENGINEERING AND DESIGN OF THE BROYLES AVENUE RECYCLING DROP OFF AND EDUCATION FACILITY, AND APPROVING A FIVE PERCENT (5%) CONTINGENCY

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 McGoodwin, Williams & Yates in the amount of $105,000.00 for engineering and design of the Broyles Avenue Recycling Drop Off and Education Facility.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a five percent (5%) contingency.

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCGOODWIN, WILLIAMS, & YATES, INC.

THIS AGREEMENT is made as of _____, 2011, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and MCGOODWIN, WILLIAMS, & YATES, INC. (hereinafter called MCGOODWIN, WILLIAMS, & YATES).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the investigation, planning, design, permitting, and construction of the Fayetteville Solid Waste Operation. Therefore, CITY OF FAYETTEVILLE and MCGOODWIN, WILLIAMS, & YATES in consideration of their mutual covenants agree as follows:

MCGOODWIN, WILLIAMS, & YATES shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of MCGOODWIN, WILLIAMS, & YATES's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of MCGOODWIN, WILLIAMS, & YATES.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of MCGOODWIN, WILLIAMS, & YATES.

1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF MCGOODWIN, WILLIAMS, & YATES

2.1 General

2.1.1 Perform professional services in connection with the Project as hereinafter stated.

2.1.1.1 The Scope of Services to be furnished by MCGOODWIN, WILLIAMS, & YATES during the Engineering Design Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.

2.1.2 MCGOODWIN, WILLIAMS, & YATES shall coordinate their activities and services with the CITY OF FAYETTEVILLE. MCGOODWIN, WILLIAMS, & YATES and CITY OF FAYETTEVILLE agree that MCGOODWIN, WILLIAMS, & YATES has full responsibility for the engineering services.

2.2 Engineering Services – Broyles Avenue Recycling Drop Off and Education Facility.

2.2.1 Perform engineering services for the Broyles Avenue Recycling Drop Off and Education Facility as described in the Scope of Services in Appendix A.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of MCGOODWIN, WILLIAMS, & YATES

3.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.2 Assist MCGOODWIN, WILLIAMS, & YATES by placing at MCGOODWIN, WILLIAMS, & YATES's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.3 Guarantee access to and make all provisions for MCGOODWIN, WILLIAMS, & YATES to enter upon public and private property as required for MCGOODWIN, WILLIAMS, & YATES to perform his services under this Agreement.

3.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by MCGOODWIN, WILLIAMS, & YATES and render in writing decisions pertaining thereto within seven (7) calendar days.

3.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

3.6 The Utilities Project Coordinator is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Project Coordinator shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

3.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to MCGOODWIN, WILLIAMS, & YATES in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. MCGOODWIN, WILLIAMS, & YATES will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

4.3 The Broyles Avenue Recycling Drop Off and Education Facility is to be opened for operations by Monday, August 13, 2012. In order to meet this deadline, final design documents are required to be completed no later than Wednesday, December 14, 2011.

4.3.1 Liquidated damages shall be charged at a rate of one hundred dollars ($100) per calendar day for each day after Wednesday, December 14, 2011that design documents, including both plans and specifications, are not ready to be published for bidding.

SECTION 5 - PAYMENTS TO MCGOODWIN, WILLIAMS, & YATES

5.1 Compensation

5.1.1 Broyles Avenue Recycling Drop Off and Education Facility

The maximum not-to-exceed amount authorized for this Agreement is **$105,000**. The CITY OF FAYETTEVILLE shall compensate MCGOODWIN, WILLIAMS, & YATES based on a Unit Price or Lump Sum basis as described in Appendix A.

5.1.1.1 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should MCGOODWIN, WILLIAMS, & YATES establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

5.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with MCGOODWIN, WILLIAMS, & YATES's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by MCGOODWIN, WILLIAMS, & YATES and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.2 Statements

Statements and progress report for each calendar month will be submitted to CITY OF FAYETTEVILLE. Statements will be based on MCGOODWIN, WILLIAMS, & YATES's percent completion of the project.

5.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of MCGOODWIN, WILLIAMS, & YATES's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise MCGOODWIN, WILLIAMS, & YATES in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, MCGOODWIN, WILLIAMS, & YATES shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by MCGOODWIN, WILLIAMS, & YATES to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against MCGOODWIN, WILLIAMS, & YATES or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, MCGOODWIN, WILLIAMS, & YATES will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident

Commercial General Liability Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability Insurance	$1,000,000 Each Claim

MCGOODWIN, WILLIAMS, & YATES will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and MCGOODWIN, WILLIAMS, & YATES waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of MCGOODWIN, WILLIAMS, & YATES's services.

6.2 Professional Responsibility

6.2.1 MCGOODWIN, WILLIAMS, & YATES will exercise reasonable skill, care, and diligence in the performance of MCGOODWIN, WILLIAMS, & YATES's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to MCGOODWIN, WILLIAMS, & YATES any defects or suspected defects in MCGOODWIN, WILLIAMS, & YATES's services of which CITY OF FAYETTEVILLE becomes aware, so that MCGOODWIN, WILLIAMS, & YATES can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of MCGOODWIN, WILLIAMS, & YATES.

6.3 Cost Opinions and Projections

Cost opinions and projections prepared by MCGOODWIN, WILLIAMS, & YATES relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on MCGOODWIN, WILLIAMS, & YATES's experience, qualifications, and judgment as a design professional. Since MCGOODWIN, WILLIAMS, & YATES has no control over weather, cost and availability of labor, material and equipment, labor productivity,

construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, MCGOODWIN, WILLIAMS, & YATES does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by MCGOODWIN, WILLIAMS, & YATES.

6.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of MCGOODWIN, WILLIAMS, & YATES's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of MCGOODWIN, WILLIAMS, & YATES.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that MCGOODWIN, WILLIAMS, & YATES is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to MCGOODWIN, WILLIAMS, & YATES at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of MCGOODWIN, WILLIAMS, & YATES's default.

6.5.4 If termination for default is effected by MCGOODWIN, WILLIAMS, & YATES, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to MCGOODWIN, WILLIAMS, & YATES for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by MCGOODWIN, WILLIAMS, & YATES relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, MCGOODWIN, WILLIAMS, & YATES shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by MCGOODWIN, WILLIAMS, & YATES in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of MCGOODWIN, WILLIAMS, & YATES to fulfill contractual obligations, it is determined that MCGOODWIN, WILLIAMS, & YATES had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

In the event the services of MCGOODWIN, WILLIAMS, & YATES are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond MCGOODWIN, WILLIAMS, & YATES's reasonable control, MCGOODWIN, WILLIAMS, & YATES shall be entitled to additional compensation and time for reasonable costs incurred by MCGOODWIN, WILLIAMS, & YATES in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

MCGOODWIN, WILLIAMS, & YATES's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and MCGOODWIN, WILLIAMS, & YATES which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or MCGOODWIN, WILLIAMS, & YATES in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give MCGOODWIN, WILLIAMS, & YATES written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any

incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and MCGOODWIN, WILLIAMS, & YATES shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of MCGOODWIN, WILLIAMS, & YATES and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to MCGOODWIN, WILLIAMS, & YATES for services rendered by MCGOODWIN, WILLIAMS, & YATES.

6.10 Publications

Recognizing the importance of professional development on the part of MCGOODWIN, WILLIAMS, & YATES's employees and the importance of MCGOODWIN, WILLIAMS, & YATES's public relations, MCGOODWIN, WILLIAMS, & YATES may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to MCGOODWIN, WILLIAMS, & YATES's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to MCGOODWIN, WILLIAMS, & YATES CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of MCGOODWIN, WILLIAMS, & YATES's activities pertaining to any such publication shall be for MCGOODWIN, WILLIAMS, & YATES's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and MCGOODWIN, WILLIAMS, & YATES from and against any and all loss where loss is caused or incurred or

alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Computer Models. MCGOODWIN, WILLIAMS, & YATES may use or modify MCGOODWIN, WILLIAMS, & YATES'S proprietary computer models in service of CITY OF FAYETTEVILLE under this agreement, or MCGOODWIN, WILLIAMS, & YATES may develop computer models during MCGOODWIN, WILLIAMS, & YATES's service to CITY OF OFAYETTEVILLE under this agreement. Such use, modification, or development by MCGOODWIN, WILLIAMS, & YATES does not constitute a license to CITY OF FAYETTEVILLE to use or modify MCGOODWIN, WILLIAMS, & YATES's computer models. Said proprietary computer models shall remain the sole property of MCGOODWIN, WILLIAMS, & YATES. CITY OF FAYETTEVILLE and MCGOODWIN, WILLIAMS, & YATES will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use MCGOODWIN, WILLIAMS, & YATES's computer models.

6.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. MCGOODWIN, WILLIAMS, & YATES may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by MCGOODWIN, WILLIAMS, & YATES as part of the Services shall become the property of CITY OF FAYETTEVILLE when MCGOODWIN, WILLIAMS, & YATES has been compensated for all Services rendered, provided, however, that MCGOODWIN, WILLIAMS, & YATES shall have the unrestricted right to their use. MCGOODWIN, WILLIAMS, & YATES shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of MCGOODWIN, WILLIAMS, & YATES

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. MCGOODWIN, WILLIAMS, & YATES makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

MCGOODWIN, WILLIAMS, & YATES's address:
302 E. Millsap Road
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

CITY OF FAYETTEVILLE and MCGOODWIN, WILLIAMS, & YATES each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor MCGOODWIN, WILLIAMS, & YATES shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

This Agreement represents the entire Agreement between MCGOODWIN, WILLIAMS, & YATES and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to MCGOODWIN, WILLIAMS, & YATES a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by MCGOODWIN, WILLIAMS, & YATES, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of MCGOODWIN, WILLIAMS, & YATES

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve MCGOODWIN, WILLIAMS, & YATES of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 MCGOODWIN, WILLIAMS, & YATES shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by MCGOODWIN, WILLIAMS, & YATES's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 MCGOODWIN, WILLIAMS, & YATES's obligations under this clause are in addition to MCGOODWIN, WILLIAMS, & YATES's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against MCGOODWIN, WILLIAMS, & YATES for faulty materials, equipment, or work.

7.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and MCGOODWIN, WILLIAMS, & YATES arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 MCGOODWIN, WILLIAMS, & YATES shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. MCGOODWIN, WILLIAMS, & YATES shall also maintain the financial information and data used by MCGOODWIN, WILLIAMS, & YATES

in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. MCGOODWIN, WILLIAMS, & YATES will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of $10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of MCGOODWIN, WILLIAMS, & YATES;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

MCGOODWIN, WILLIAMS, & YATES warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by MCGOODWIN, WILLIAMS, & YATES for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that MCGOODWIN, WILLIAMS, & YATES or any of MCGOODWIN, WILLIAMS, & YATES's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to MCGOODWIN, WILLIAMS, & YATES terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against MCGOODWIN, WILLIAMS, & YATES as it could pursue in the event of a breach of the Agreement by MCGOODWIN, WILLIAMS, & YATES As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs MCGOODWIN, WILLIAMS, & YATES incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, MCGOODWIN, WILLIAMS, & YATES 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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and MCGOODWIN, WILLIAMS, & YATES, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS	MCGOODWIN, WILLIAMS, & YATES, INC.
By:_____ Lioneld Jordan, Mayor	By: Brad B. Hammond Brad B. Hammond, P.E., President
ATTEST:	
By:_____ City Clerk	By: Sharon C. Collins Sharon C. Collins, Acting Secretary

Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

This is **Appendix A,** consisting of 3 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS, AND YATES, INC. dated _____.

Initial:
CITY OF FAYETTEVILLE _____
McGOODWIN, WILLIAMS, AND YATES, INC. _____

The following contains additional Scope of Services tasks.

A.1 General Scope

The work covered by this agreement includes detailed design, preparation of construction drawings and specifications, bidding and construction administration and observation for the Broyles Avenue Recycling Drop-Off and Education Facility, the conceptual design of which was performed by the CITY OF FAYETTEVILLE. The project generally includes the following:

1. Approximately 3.5 acres of site development, including grading, drainage, and utility improvements.

2. Access drives and a concrete loading/unloading area with foundations for recycling bins as shown on the conceptual plan provided by the CITY OF FAYETTEVILLE.

3. A building (maximum size 25 feet square excluding external classroom) with an office, public restrooms, and an external classroom.
    a. Includes civil, architectural, structural, mechanical, electrical, and plumbing plans.

4. Walks and trails with sculpture foundations.

5. Site security, including fencing, gates, and lighting.

6. Incorporation of low-impact development (LID) features as practical and appropriate, which may include recycled material, infiltration basins, native plantings, bioswales, pervious concrete pavement, and/or other features as practical and appropriate.

A.2 Specific Scope of Services

McGOODWIN, WILLIAMS, AND YATES shall provide a suitable engineering staff to complete the necessary field surveys, to perform detailed design, to prepare plans and specifications, to provide needed services during the bid phase and the construction phase of the project, and to provide other services as may be directed by the CITY OF FAYETTEVILLE. The staff shall consist of engineers, engineering technicians, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. McGOODWIN, WILLIAMS, AND YATES will provide the following services:

A2.1 Detailed Design and Preparation of Construction Plans and Specifications

1. Prepare final design for the project based on the conceptual design plan developed by the CITY OF FAYETTEVILLE. Topographical survey contours will be provided by the CITY OF FAYETTEVILLE, but limited surveying may need to be performed by McGOODWIN, WILLIAMS, AND YATES.

2. Prepare detailed construction specifications and drawings.

3. Prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that McGOODWIN, WILLIAMS, AND YATES makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

4. Submit, on behalf of the CITY OF FAYETTEVILLE, construction specifications, drawings and design criteria for approval to the Arkansas Department of Health and other agencies, if required.

5. Prepare necessary environmental and other permitting applications, including SWPPP and BMP plans, and assist with submittal to appropriate federal, state and local agencies. Permitting fees will be paid directly by the CITY OF FAYETTEVILLE and are not included in the professional design fees. An industrial stormwater permit will be prepared by the CITY OF FAYETTEVILLE and is not included in the scope of work. In addition, a Corps of Engineers 404 permit is not included in the scope of work.

6. Prepare and submit a Large Scale Development Plan (LSD) in accordance with the CITY OF FAYETTEVILLE's requirements, and attend necessary public meetings to present the project.

A2.3. Bidding and Preconstruction Services

McGOODWIN, WILLIAMS, AND YATES will provide technical interpretation of the plans and specifications as needed, prepare addenda as required, attend a pre-bid conference and the bid opening, provide an engineering analysis of the bids received, make recommendations concerning award of the construction contract and assist in the preparation of contract documents. Supporting documents will be prepared and submitted to the CITY OF FAYETTEVILLE. The scope of services does not include dividing construction contracts into multiple projects and/or bids.

A2.4 Construction Phase Services are not included in the scope of this contract and will be addressed in a future amendment, if required.

A.3 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others indicated, by the McGOODWIN, WILLIAMS, AND YATES as part of the Project.

- Copies of LSD plan and application as required by the CITY OF FAYETTEVILLE
- Three (3) copies of 30% Plans and Specifications, including preliminary opinion of probable cost, to CITY OF FAYETTEVILLE for review
- Three (3) copies of 90% Plans and Specifications, including preliminary opinion of probable cost, to CITY OF FAYETTEVILLE for review
- Five (5) copies of Final Plans and Specifications to the CITY OF FAYETTEVILLE
- Permit applications as required by federal, state and local agencies
- Electronic files in accordance with the Agreement

A.4 Compensation

In consideration of the performance of the foregoing services by McGOODWIN, WILLIAMS, AND YATES, the CITY OF FAYETTEVILLE shall pay to McGOODWIN, WILLIAMS, AND YATES compensation as follows:

1. Compensation shall be paid to McGOODWIN, WILLIAMS, AND YATES on the basis of McGOODWIN, WILLIAMS, AND YATES's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. Rates are adjusted annually at the beginning of each calendar year. McGOODWIN, WILLIAMS, AND YATES agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.

2. The reimbursable expenses for which McGOODWIN, WILLIAMS, AND YATES will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion of the work, purchase of material, and other expenses directly attributable to the project, including any work performed by subcontractors. McGOODWIN, WILLIAMS, AND YATES shall charge the CITY OF FAYETTEVILLE for reimbursable expenses at actual cost plus ten percent (10%).

The maximum not-to-exceed amount authorized by this contract is $105,000.

A.4 Project Design Schedule

McGOODWIN, WILLIAMS, AND YATES shall begin work under this Agreement within two (2) working days of a Notice to Proceed (NTP) and shall complete the design work described in Section A2.1 in accordance with the schedule below on the condition that the contract is approved on November 1, 2011 and any requested input and/or comments from the CITY OF FAYETTEVILLE is received in writing by McGOODWIN, WILLIAMS, AND YATES within seven (7) calendar days after the request or submittal is received by the CITY OF FAYETTEVILLE.

Design Phase Description	Completion Date
• Submit 30% Design Plans and Specifications	November 8, 2011
• Submit 90% Design Plans and Specifications	December 1, 2011
• Submit Final Construction Plans and Specifications	December 14, 2011

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: **10/11/2011**

P.O Number:

Expected Delivery Date:

Vendor #: **7550**

Vendor Name: **McGoodwin, Williams & Yates**

Mail Yes:__ No:____

Address: **302 E Millsap Rd**

Fob Point:

Taxable Yes:__ No:____

Quotes Attached Yes:____ No:____

City: **Fayetteville**

State: **AR**

Zip Code: **72703**

Ship to code:

Divison Head Approval:

Requester: **Allison Atha**

Requester's Employee #: **2613**

Extension: **670**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**Engineering contract for design of the Broyles Ave Recycling Drop Off & Education Facility**	1	JOB	105,000.00	$105,000.00	5500.5080.5315.00	10003-1		
2					$0.00				
3					$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:

RFQ 11-01, Selection #2

Subtotal: $105,000.00

Tax:

Total: $105,000.00

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

City Council Agenda Items
and
Contracts, Leases or Agreements

11/1/2011
City Council Meeting Date
Agenda Items Only

David Jurgens	Utilities	Utilities
Submitted By	**Division**	**Department**

Action Required:

Resolution approving a budget amendment recognizing cost share revenue from the Arkansas Highway and Transportation Department for estimated engineering ($270,103.94) and easement acquisition ($326,853.81) costs for water and sewer relocations relating to the widening of Crossover Road (Highway 265) between Mission and Joyce Boulevard.

$ (596,957.75)	$ 5,698,349	Hwy 265 W-S Relocations
Cost of this request	Category / Project Budget	Program Category / Project Name
5400-0940-4309.00	$ 5,576,086	Water/Sewer Improvements
Account Number	Funds Used to Date	Program / Project Category Name
08072-1101	$ 122,263	Water and Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached** X

Department Director — 12 Oct 11 Date

City Attorney — 10-13-11 Date

Finance and Internal Services Director — 10-13-2011 Date

Chief of Staff — 10-14-11 Date

Mayor — 10/13/11 Date

Previous Ordinance or Resolution # 212-10

Original Contract Date: 12/7/2010

Original Contract Number:

Received in City Clerk's Office 10-13-11 P02:03 RCVD

Received in Mayor's Office ENTERED 10/13/11 BRP

Comments:

Arkansas State Highway
and Transportation Department
Page 1 of 4

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee

Date: October 11, 2011

Subject: Crossover Road Water and Sewer Relocation AHTD Budget Amendment for Engineering and Easements

RECOMMENDATION

City Administration recommends approval of a budget amendment recognizing cost share revenue from the Arkansas Highway and Transportation Department for engineering and easement acquisition costs for water and sewer relocations relating to the widening of Crossover Road (Highway 265) between Mission and Joyce Boulevard.

BACKGROUND

The project involves two simultaneous and collocated functions, relocating water and sewer lines as required in preparation for the widening of Crossover Road (Hwy 265) between Mission and Joyce, and installing a 36" and 24" transmission main along Crossover to connect to the existing 24" main on Crossover at Mission and the existing 36" main on Old Wire Road.

The original agreement with the AHTD was approved by the City Council December 7, 2010. In general, the AHTD pays for relocating lines currently existing outside the existing ROW, and the City pays for lines that are currently inside the ROW and any increases in capacity. The construction portion of the cost share was recognized into the budget when the construction contract was awarded to Garney Construction.

DISCUSSION

This budget amendment recognizes $596,957.75 (estimated within the agreement) from the AHTD to reimburse the City for their share of engineering ($270,103.94) and easement acquisition ($326,853.81) expenses, and allocates these funds to the project.

BUDGET IMPACT

The $596,957.75 will be allocated to the project budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $596,957.75 RECOGNIZING REVENUE FROM THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR WATER AND SEWER RELOCATIONS RELATED TO THE WIDENING OF STATE HIGHWAY 265 (CROSSOVER ROAD) BETWEEN MISSION BOULEVARD AND JOYCE BOULEVARD

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, a copy of which is attached as Exhibit "A", in the amount of $596,957.75, recognizing revenue from the Arkansas State Highway and Transportation Department for water and sewer relocations related to the widening of State Highway 265 (Crossover Road) between Mission Boulevard and Joyce Boulevard.

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

V11-0425

Budget Year	Division: Utilities Director Department: Utilities Director	Request Date	Adjustment Number
2011		10/11/2011	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

To recognize cost share revenue from the Arkansas Highway and Transportation Department for estimated engineering cost of $270,103.94 and estimated easement acquisition of $326,853.81. These costs are for water and sewer relocations relating to the widening of Crossover Road (Highway 265) between Mission and Joyce Boulevard.

Division Head	12 Oct 11	Date
Budget Director		Date
Department Director	12 Oct 11	Date
Finance Director	Paul A. Becker 10-17-2011	Date
Chief of Staff	10-18-11	Date
Mayor	10/18/11	Date

Prepared By: Cheryl Partain *cpartain*

Reference:

Budget & Research Use Only

Type: A B C D E P

General Ledger Date

Posted to General Ledger — Initial — Date

Checked / Verified — Initial — Date

TOTAL BUDGET ADJUSTMENT 596,958 596,958

Account Name	Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Professional services	5400.5600.5314.00	596,958		08072 . 1101
Federal Grants-Capital	5400.0940.4309.00		596,958	08072 . 1101

EXHIBIT A

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

November 1,2011
City Council Meeting Date
Agenda Items Only

Paul A Becker	Finance and Internal Services	Finance and Internal Services
Submitted By	**Division**	**Department**

Action Required:

This is a request to approve a bond ordinance authorizing the issuance of Parking Revenue Improvement Bonds, in a face amount not to exceed $6,500,000, the proceeds of which would be used to finance the construction of a parking facility in the Entertainment District.

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** ☐

Paul A. Becker — Department Director — 10-18-2011 Date

City Attorney — 10-20-2011 Date

Paul A. Becker — Finance and Internal Services Director — 10-20-2011 Date

Chief of Staff — 10-20-11 Date

Mayor — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 10-20-11 A11:09 RCVD

Received in Mayor's Office ENTERED 10/20/11

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and Members of the Fayetteville City Council

Thru: Don Marr, Chief of Staff

From: Paul A Becker, Finance Director

Date: October 13, 2011

Subject: Request Approval of a Bond Ordinance Authorizing the Issuance of Parking Revenue Bonds

Recommendation:
Staff recommends the approval of a Parking Revenue Bond Ordinance in an amount not to exceed a face value of $6,500,000.Sale of the bonds authorized will be repaid with net parking revenues which will be pledged for that purpose. The coverage for calculation for these bonds will be 1.25% average debt service required per year. In order to secure the bonds, it will be necessary for the City to covenant that fees, rents fines, and charges generating Net Parking Revenue, if and when necessary, from time to time, be increased in such a manner as to produce Net Parking Revenue sufficient to equal 1.25% of the annual debt service on bonds outstanding and any amount, if any, required to maintain the debt service reserve requirement. The initial coverage for the amount required is calculated to be 1.7% coverage which should be more than adequate for the near future.

Issues:
The need for additional parking in the Entertainment District has been recognized and discussed for many years. However, no revenue stream was available to the City to provide additional parking space or build a parking facility to accommodate the need for parking. Mayor Jordan brought forward the paid parking program, which the Council subsequently adopted, to address that need. Adoption of this ordinance will provide the necessary funding to proceed with the parking facility project.

BUDGET IMPACT:
Again, the sale of the bonds authorized by this resolution will provide the funding necessary to move forward with the project. The bond sale is expected to net approximately $5,500,000 for the project. The balance of the Amount generated will be needed to meet reserve requirements and pay issuance costs.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $6,500,000 OF PARKING REVENUE IMPROVEMENT BONDS BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF ACQUISITION, CONSTRUCTION AND EQUIPPING OF A PARKING DECK FACILITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE 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"), has determined that there is a need for increased parking capacity in the City's Entertainment District and desires to provide such capacity through the acquisition, construction and equipping of parking deck facilities and related roadway and other improvements, such facilities and improvements to be located within the Entertainment District Parking Zone (the "Project"); 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. & 2011 Supp.) Sections 14-164-401 *et seq.* (as from time to time amended, the "Act"), to issue and sell its revenue bonds and to expend the proceeds thereof to finance the costs of "capital improvements" (as defined in the Act), such as those improvements comprising the Project; and

WHEREAS, in accordance with the provisions of Amendment 65 and the Act, the City has determined to issue its Parking Revenue Improvement Bonds (the "Bonds") in the aggregate principal amount of not to exceed $6,500,000 for the purpose of (i) financing some or all of the costs of acquisition, construction and equipping of the Project, (ii) establishing a debt service reserve for the Bonds, and (iii) paying printing, underwriting, legal and other expenses incidental to the issuance of the Bonds; and

WHEREAS, the Bonds will be secured by and payable from net revenues (after provision for operation and maintenance expenses, including previous debt for parking equipment) attributable to parking fees, leases, rents, fines, charges and other revenues collected by the City with respect to its meters, lots and other parking facilities, and including net revenues to be generated by the Project and net revenues with respect to City management of parking facilities owned by third parties (the "Net Parking Revenues"); and

WHEREAS, an open public hearing on the question of the issuance of the Bonds has been held before the City Council on November 1, 2011, following publication of notice thereof in the *Northwest Arkansas Times* on October 21, 2011; and

WHEREAS, the City has determined to issue and secure the Bonds pursuant to a Trust Indenture (the "Trust Indenture"), by and between the City and Simmons First Trust Company, N.A., as trustee (the "Trustee"), a form of which 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 Bonds.

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

Section 1. The City Council hereby finds and declares that the acquisition, construction and equipping of the Project is in the best interest of the City and its residents.

Section 2. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of Arkansas and the Act, there is hereby authorized the issuance of bonds of the City to be designated as "Parking Revenue Improvement Bonds" (the "Bonds"). The Bonds shall be issued in the original aggregate principal amount of not to exceed Six Million Five Hundred Thousand Dollars ($6,500,000), shall mature not later than June 1, 2037, and shall bear interest at the rates specified in the Bond Purchase Agreement. The average yield on the Bonds as a whole shall not exceed 5.00% per annum. The proceeds of the Bonds will be utilized, along with other available moneys, to finance the costs of the Project, to establish a debt service reserve for the Bonds, and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Bonds. The 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 Trust Indenture. The Bonds shall not be secured by general revenues of the City, but shall be payable from and secured by Net Parking Revenues.

The Mayor is hereby authorized and directed to execute and deliver the Bonds in substantially the form thereof contained in the Trust Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the 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 Bonds in substantially the form contained in the Trust Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Bonds, their execution to constitute conclusive evidence of such approval.

Section 3. To prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge the Trust Indenture (the "Trust Indenture"), by and between the City and the Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Trust 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 Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions

thereof pertaining to the pledge of Net Parking Revenues to the Bonds and the terms of the Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Trust Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Trust 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 4. There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the 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 5. In order to prescribe the terms and conditions upon which the 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 6. In order to provide for continuing disclosure of certain financial and operating information with respect to the City and the Net Parking Revenues 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 7. The various rates and amounts for the parking fees, rents, fines and charges generating the Net Parking Revenues previously enacted by the City Council 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 Bonds and to effect the execution and delivery of the Trust 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 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 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 2011 will not exceed $10,000,000.

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 Bonds.

Section 11. The adoption of this Ordinance is intended as the City's "official intent" to reimburse itself from the proceeds of the Bonds for preliminary costs of the Project and related expenses advanced by the City.

Section 12. 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 13. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2011.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

November 1 ,2011
City Council Meeting Date
Agenda Items Only

Paul A Becker	Finance and Internal Services	Finance
Submitted By	**Division**	**Department**

Action Required:

This agenda item is a request formally establish the Parking REVENUE Fund by ordinance.

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** ☐

Paul A. Becker — 10-14-2011
Department Director — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

10/14/11
City Attorney — Date

Paul A. Becker — 10-17-2011
Finance and Internal Services Director — Date

Received in City Clerk's Office — 10-14-11 P01:53 RCVD

10-18-11
Chief of Staff — Date

Received in Mayor's Office — ENTERED 10/17/11

10/18/11
Mayor — Date

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and Members of the Fayetteville City Council

Thru: Don Marr, Chief of Staff

From: Paul A Becker, Finance Director

Date: October 13, 2011

Subject: Request for an Ordinance Formally Establishing The Parking Fund

Background:

The Governmental Accounting Standards Board (GASB) is the standard setting body for generally accepted principals for governmental accounting (GAP).Once established these rules must be followed to receive an unqualified opinion on governmental financial statements from a CPA firm. In other words, they set the rules in the world of governmental accounting.

The City of Fayetteville is required to have an annual audit performed under generally accepted accounting principals by a CPA firm and an opinion rendered on the Cities' Financial Statements.

Periodically, the GASB establishes or changes accounting principles and or reporting requirements. This is done through the issuance of GASB Statements. Recently GASB has issued Statement 54 which primarily addresses a new classification method of funds balance but also touches on what is required to establish and account for separate funds.

.

Issues:

The City has traditionally accounted for and reported the Parking Fund as a separate special revenue fund in the audited financial statements but I can not find any formal document that established the fund by the Council. Because of the requirements of GASB 54 it is necessary for the Council to formally establish said Parking Fund to continue that practice.Therefore,I request the City Council establish by ordinance the Parking Fund to account for parking fees, rents, fines, charges and other revenues collected by the City with respect to meters, lots and other parking facilities. It is also requested that the Council by ordinance restrict the expenditure of revenues accumulated in the Parking Fund to the operation, maintenance and improvement of existing facilities: expansion or construction of new parking facilities, or to provide funding to the Walton Arts Center (for services provided) as the principal parking revenue generator in the Entertainment District.

BUDGET IMPACT:

There is no additional cost to this request. It merely codifies the City's' past accounting and budgeting practices which clearly identify the receipt and expenditure of parking revenue to all stakeholders.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A PARKING REVENUE FUND AND RESTRICTING EXPENDITURES THEREFROM

WHEREAS, Fayetteville City Code §34.04 provides that upon recommendation of the Mayor and Department of Finance, and in accordance with good municipal accounting practices, the City Council shall establish specific funds into which all receipts shall be deposited, and

WHEREAS, a Parking Revenue Fund should be established pursuant to the principles set by the Government Accounting Standards Board and because revenue from this fund may be pledged to pay bonds for the construction of an Entertainment District parking deck, and

WHEREAS, the Mayor and Department of Finance recommend the creation of a Parking Revenue Fund into which all parking revenue receipts which are to be retained by the City shall be deposited,

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 enacts a new §34.08 Parking Revenue Fund to the Code of Fayetteville, which shall read as follows:

"§34.08 **Parking Revenue Fund**

(A) There is hereby created a Parking Revenue Fund into which all parking receipts collected by the City shall be deposited. Parking receipts shall include both voluntary amounts paid in compliance with parking regulations, parking lease revenue, and fines levied for violation of such parking regulations.

(B) Expenditures of revenues from the Parking Revenue Fund shall be restricted to:

(1) operation, maintenance and improvement of existing parking facilities;
(2) land acquisition, expansion and construction of new parking facilities;

(3) acquisition, expansion, replacement, and improvement of parking facility equipment including vehicles;
(4) payment of debt obligations, and their associated costs, issued to fund parking facility equipment, land acquisition, expansion and construction of new parking facilities; and
(5) funding for any contract with the Walton Arts Center if specifically approved by the City Council."

PASSED and **APPROVED** this day of 1st day of November, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

CHAPTER 34: FINANCE AND REVENUE

ARTICLE I
GENERAL FISCAL POLICIES

34.01 Purpose

It is the will and purpose of the City Council that all funds collected by the city shall be duly levied and deposited in the Department of Finance, that all disbursements by the city shall be in accordance with the rules and regulations adopted by the City Council, and that proper plans for the development of municipal services by all departments of municipal government shall be formulated and articulated in the adoption of an annual report.

(Code 1965, §2-47; Ord. No. 1382, 1-13-64; Code 1991, §34.01)

State law reference(s)--Fiscal year provided, A.C.A. §14-71-102.

34.02 Collection Of Funds

All funds accruing to the city from any and all sources shall be paid into the Department of Finance. It shall be the responsibility of the Department of Finance, to perform such collections in a manner consistent with good accounting practices and in accordance with the rules and regulations governing the collection of funds that are developed by the department of finance and approved by the City Council.

(Code 1965, §2-48; Ord. No. 1382, 1-13-64; Code 1991, §34.02)

34.03 Disbursements

All funds disbursed by the city shall be made by check, signed by the mayor, indicating his approval of the expenditures, and countersigned by the accounting supervisor or other appropriate city official, indicating that the amount expended is in complete compliance with all rules and regulations governing the purchase of materials and/or services as adopted by the City Council.

(Code 1965, §2-49; Ord. No. 1382, 1-13-64; Code 1991, §34.03)

34.04 Establishment And Activation Of Funds

The City Council, upon recommendation of the mayor and the department of finance and in accordance with good municipal accounting practices, shall establish specific funds into which all receipts shall be deposited. All funds shall be established and activated by rules and regulations adopted by the City Council governing collections for the city.

(Code 1965, §2-50; Ord. No. 1382, 1-13-64; Code 1991, §34.04)

34.05 Budgets

(A) The mayor shall prepare the municipal budget annually and submit it to the City Council for its approval or disapproval and be responsible for its administration after adoption.

(B) The approval by the City Council of the budget shall amount to an appropriation for the purpose of the budget of funds which are lawfully applicable to the items therein contained. The City Council may alter or revise the budget from time to time and unpledged funds appropriated by the City Council for any purposes may be subsequently, by action of the City Council, appropriated to another purpose, subject to the following exceptions:

(1) Funds resulting from taxes levied under statutes or ordinances for specific purposes may not be diverted to another purpose.

(2) Appropriated funds may not be diverted to another purpose where any creditor of the city would be prejudiced thereby.

(Code 1965, §2-51; Ord. No. 1215, 9-14-59; Ord. No. 1382, 1-13-64; Code 1991, §34.05)

State law reference(s)--Budgets in Mayor-Council municipalities, A.C.A. §14-58-201 et seq.

34.06 Auditing

The City Council shall have the financial affairs of the city audited annually by an independent certified public accountant who is not otherwise in the service of the city, or by the municipal audit division of the state.

(Code 1965, §2-52; Ord. No. 1215, 9-14-59; Ord. No. 1382, 1-13-64; Code 1991, §34.06)

State law reference(s)--A.C.A. §14-58-101, Audit by independent accountant.

34.07 Adoption Of Rules And Regulations

(A) The City Council shall adopt from time to time, by resolution, rules and regulations submitted by the Department of Finance covering the collection,

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/1/2011
City Council Meeting Date
Agenda Items Only

Paul A Becker	Finance and Internal Services	Finance and Internal Services
Submitted By	**Division**	**Department**

Action Required:

This is a request for the City Council to formally establish the Sales Tax Capital Fund.This would allow the City to continue to budget and report the Sales Tax Capital Fund in the City Financial Statements under newly defined generally accepted accounting principles.

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** ☐

Paul A. Becker — 10-18-2011
Department Director — Date

10-18-11
City Attorney — Date

Paul A. Becker — 10-18-2011
Finance and Internal Services Director — Date

10-19-11
Chief of Staff — Date

10/19/11
Mayor — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 10-19-11P01:47 RCVD

Received in Mayor's Office

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and Members of the Fayetteville City Council

Thru: Don Marr, Chief of Staff

From: Paul A Becker, Finance Director P.A.B.

Date: October 17, 2011

Subject: Request for an Ordinance Formally Establishing The Sales Tax Capital Fund

Background:
The Governmental Accounting Standards Board (GASB) is the standard setting body for generally accepted principles for governmental accounting (GAP).Once established these rules must be followed to receive an unqualified opinion from a CPA firm on the City Financial Statements. In other words, they set the rules in the world of governmental accounting.

The City of Fayetteville is required to have an annual audit performed under generally accepted accounting principles by a CPA firm and an opinion rendered on the City's Financial Statements.

Periodically, the GASB establishes or changes accounting principles and/ or reporting requirements. This is done through the issuance of GASB Statements. Recently GASB has issued Statement 54 which primarily addresses a new classification method of funds balance, but also touches on what is required to establish and account for separate funds.

Issues:
Since 1993 when the one cent sales tax was approved by the voters of Fayetteville, the portion of the City sales tax used for capital and capital related projects has been accounted for and reported in a separate fund. Although over the years the percentages allocated between general operations and capital has changed, the City Council has continued to allocate a portion of the sales taxes collected to capital and capital related projects. The current allocation is 60% to general operations and 40% to sales tax capital expenditures. In June of 2002 a resolution was passed by the City Council (87-02) which established a minimum of 30% of the sales tax collections be devoted to capital or capital related improvements. Although previous resolutions indicated the intent of the City to account for these expenditures separately, I can find no record of the City Council formally

creating the Sales Tax Capital Fund. Because of the requirements of GASB 54 it is necessary for the Council to formally establish said Sales Tax Capital Fund to continue to account for and report this program separately in the annual audited financial statements. Therefore, I request the City Council establish by ordinance the Sales Tax Capital Fund to account for that portion of the city one cent sales tax allocated to capital and capital related expenditures as determined and identified by the City Council in the annual budget of the City. To continue the City's current policy, I also request the City Council specify that at least 30% of the city sales tax collections be allocated to this fund for capital and capital related projects as determined by the City Council during the annual budget process.

BUDGET IMPACT:

There is no additional cost to this request. It would codify the City's' past accounting and budgeting practices.

ORDINANCE NO. _____

AN ORDINANCE TO ENACT §34.09 **SALES TAX CAPITAL FUND** OF THE CODE OF FAYETTEVILLE

WHEREAS, the Government Accountings Standards Board sets general accounting principles and requires that cities account for certain revenues by placing them in separate funds; and

WHEREAS, the City Council has determined to recognize and establish a separate Sales Tax Capital Fund.

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 enacts §34.09 **Sales Tax Capital Fund** of the Code of Fayetteville as shown below.

"§34.09 **Sales Tax Capital Fund**

"(A) The Sales Tax Capital Fund is recognized and established as a separate fund to be used exclusively for capital and capital related projects and purchases as authorized and appropriated by the City Council.

(B) At least forty percent (40%) of the revenue derived from the city one percent operating sales and use tax shall be deposited into the Sales Tax Capital Fund in 2012. The City Council when adopting budgets for 2013 and thereafter may lower this minimum percentage for the Sales Tax Capital Fund, but not more than five percent (5%) per year to an absolute minimum division of thirty percent (30%) for the Sales Tax Capital Fund and seventy percent (70%) for operations as was approved by City Council Resolution No. 87-02 in 2002."

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

RESOLUTION NO. 87-02

A RESOLUTION EXPRESSING THE CITY'S INTENT AS TO THE USE OF COLLECTIONS OF THE PROPOSED RENEWAL OF THE CITY WIDE SALES TAX AND USE TAX

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City") has passed on June 4, 2002, Ordinance No. 4397 providing for continuing the levy of a 1% Sales and Use tax within the City (the "Tax") if approved by the voters; and

WHEREAS, the Tax will continue to be levied under Title 26, Chapter 75, subchaper 2 of the Arkansas Code of 1987 Annotated and may be used by the City for any purpose for which the City's general funds may be used, and;

WHEREAS, after public hearings and a vote of the City Council, the City updates yearly a five year plan of capital improvements which lists the specific capital improvement goals of the City and prioritizes the need for such capital improvement projects, and;

WHEREAS, the purpose of this resolution is to clarify for the Fayetteville voters some of the purposes for which the City Council expects to finance and/or maintain with tax collections.

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

Section 1: The City hereby expresses its intent to utilize 50% of Tax collections in each calendar year through December 31, 2006 for the financing of capital improvements as set forth in the City's five year Capital Improvement Program. It is the City's further intent that these funds be accounted for separately and used only for capital improvement projects.

Section 2: The City hereby further expresses its intent to utilize the remaining 50% of tax collections in each calendar year for City operations and maintenance and, should such collections exceed any need for such purpose, the remaining amounts may be used for financing capital improvements.

Section 3: The City Council shall reexamine the revenue needs of the City in reference to both capital improvements and operating expenses and needs for budget year 2006 and thereafter and may adjust the division of the sales tax collections between capital improvements and operating expenses as needed. However, no yearly adjustment may exceed ten percent (10%) from the division existing in the previous year and the amount devoted to capital improvements shall never drop below thirty percent (30%).

Section 4: It is the City's intent to finance these capital improvements on a pay-as-you-go basis without the necessity of a bond issue.

PASSED and **APPROVED** this the 4th day of June, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

CITY OF FAYETTEVILLE, ARKANSAS
ATTEST

By: _____
Heather Woodruff, City Clerk

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/1/2011
City Council Meeting Date
Agenda Items Only

Andrew Garner	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

VAC 11-3944: Vacation (3670 N. Lalique Ln./VPR Investments, 169): Submitted by BATES AND ASSOCIATES for property located at 3670 NORTH LALIQUE LANE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE. The request is to vacate a portion of a utility easement.

Cost of this request	$ -	Program Category / Project Name
Account Number	$ -	Program / Project Category Name
Project Number	$ -	Fund Name
	Remaining Balance	

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 10.13.2011

City Attorney — Date: 10-13-11

Finance and Internal Services Director — Date: 10-13-2011

Chief of Staff — Date: 10-13-11

Mayor — Date: 10/13/11

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 10-13-11 P03:28 RCVD

Received in Mayor's Office ENTERED 10/13/11 BRP

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Jeremy Pate, Development Services Director

From: Andrew Garner, Senior Planner

Date: October 12, 2011

Subject: VAC 11-3944 (VPR Investments Easement Vacation)

RECOMMENDATION

Planning Staff and the Planning Commission recommend approval of an ordinance vacating a portion of a utility easement.

BACKGROUND

The subject property is located in the Belclaire subdivision at 3670 Lalique Lane. On March 16, 2011 a building permit was approved to construct a house on the property. A survey prepared in August 2011 prior to completion of the home revealed that the southern portion of the home encroaches 2.5 feet into a utility easement that runs along the southern property line. The applicant's request is to vacate a portion of the existing utility easement to accommodate the recently constructed home, as indicated on the attached survey. Everything for the home has been inspected; however, the final certificate of occupancy has not been issued, pending approval of this vacation request.

During a typical single family building permit application review, the permit clerk compares the submitted site plan to the recorded final plat to check for setbacks, easements and other known building issues. The easement was noted in the review for this home. During this particular building permit review there were apparently three or four revisions to the site plan submitted prior to the City issuing the permit, with the house changing footprint and location on the lot. The final permitted site plan (attached) correctly shows a 10-foot side utility easement, but along the north property line when it should have been shown along the south property line. The site plan was reviewed and permitted correctly except for this easement location. The home was built as permitted. The utility companies have indicated no objections or conditions to the request; all utilities are installed, and none exist within the easement.

DISCUSSION

On October 10, 2011, the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 7-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 11-3944 SUBMITTED BY BATES AND ASSOCIATES FOR PROPERTY LOCATED AT 3670 LALIQUE LANE TO VACATE A UTILITY EASEMENT, A TOTAL OF 150.15 SQUARE FEET

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes;

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 vacates and abandons the following described in Exhibit B (attached).

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit A shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following Condition of Approval and shall not be in effect until the condition is met herein.

"Any damage or relocation of existing utilities shall be at the owner/developer's expense."

PASSED and **APPROVED** this day of , 2011.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

EASEMENT VACATION PL

LOT 34
PARCEL #765-28394-000
0.26 ACRES +/-

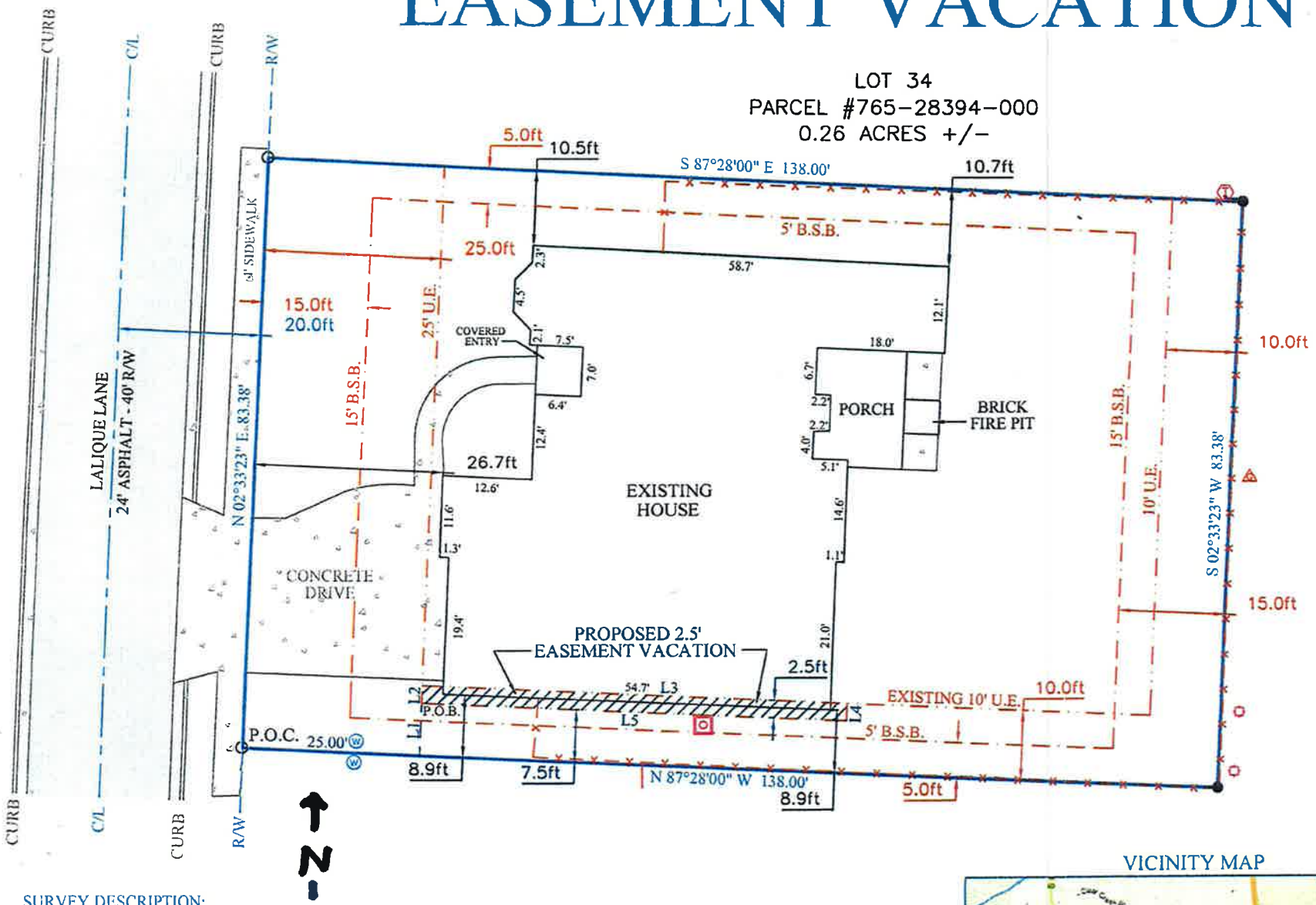

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EXHIBIT A

VICINITY MAP

SURVEY DESCRIPTION:
LOT 34 IN BELCLAIRE ESTATES SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

PROPOSED EASEMENT VACATION:

EXHIBIT "B"
VAC 11-3944

A PART OF LOT 34 IN BELCLAIRE ESTATES SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MOR PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°28'00"E 25.00' AND N02°33'23"E 7.50' FROM THE SOUTHWEST CORNER OF SAID LOT 34 AND RUNNING THENCE N02°33'23"E 2.50' THENCE S87°28'00"E 60.06', THENCE S02°33'23"W 2.50', THENCE N87°28'00"W 60.06' TO THE POINT OF BEGINNING.

Scale
1" = 20'

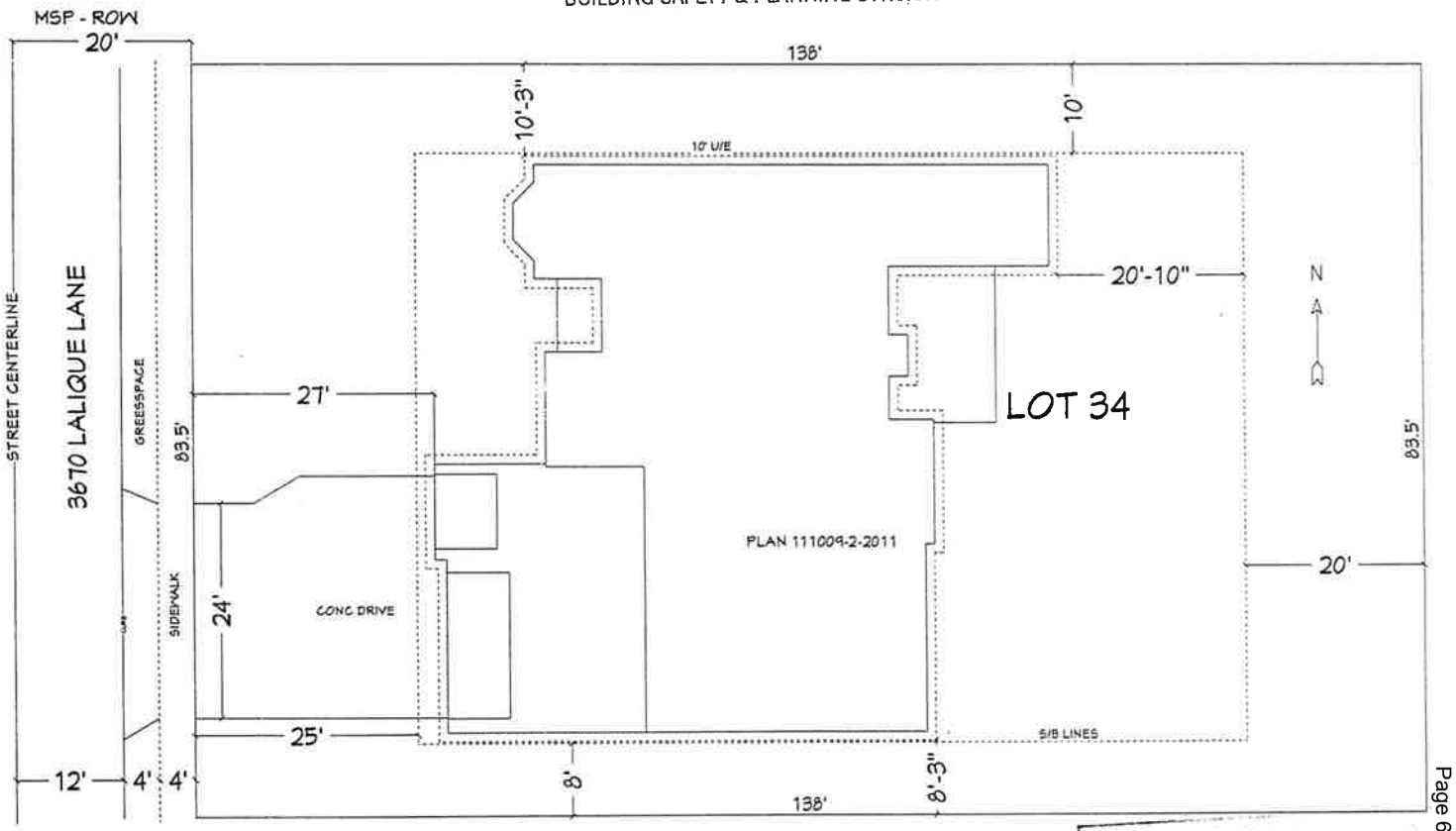
PLOT PLAN

3670 N Lalique Ln
ADDRESS 45939

PERMIT #
CONSTRUCTION CONFORMS TO SITE DRAWING SUBMITTED FOR APPROVAL AND MINIMUM SET BACKS ARE NOT VIOLATED.

OWNER/APPLICANT DATE
Steve Johnson 3-21-11
BUILDING OFFICIAL DATE
FAYETTEVILLE
BUILDING SAFETY & PLANNING DIVISION

Belclaire Estates
Fayetteville, AR
ADR Homes by Roth
August 22, 2010
Revised: Sept. 16, 2010
Revised: March 3, 2011
3rd Revision: March 9, 2011



Front Setback 25'
Side Setback 8'
Rear Setback 20'

REVISED PLAN
MAR 10 2011
FAYETTEVILLE
BUILDING SAFETY DIVISION

Fayetteville
ARKANSAS

PC Meeting of October 10, 2011

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Andrew Garner, Senior Planner
THRU:	Jeremy Pate, Development Services Director
DATE:	~~October 4, 2011~~ *Updated October 12, 2011*

VAC 11-3944: Vacation (3670 N. LALIQUE LN./VPR INVESTMENTS, 169): Submitted by BATES AND ASSOCIATES for properties located at 3670 NORTH LALIQUE LANE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.26 acre. The request is to vacate a portion of a utility easement. Planner: Andrew Garner

Property Description and Background: The subject property is located in the Belclaire subdivision at 3670 Lalique Lane. On March 16, 2011 a building permit was approved to construct a house on the property. A survey prepared in August 2011 revealed that southern portion of the home encroaches 2.5 feet into a utility easement that runs along the southern property line.

Request: The applicant's request is to vacate a portion of the existing utility easement to accommodate the recently constructed home, as indicated on the attached survey.

The applicant has submitted the required easement vacation notification forms to the utility companies and to the City with the result summarized below.

UTILITIES	RESPONSE
Ozarks Electric	No Objections
Cox Communications	No Objections
Southwestern Electric Power Company	No Objections
Arkansas Western Gas	No Objections
AT&T	No Objections

CITY OF FAYETTEVILLE:	**RESPONSE**
Water/Sewer	No Objections
Transportation	No Objections
Solid Waste	No Objections
Engineering	No Objections

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding **VAC 11-3944** to the City Council with a recommendation for approval subject to the following conditions:

1. Any damage or relocation of utilities shall be at the owner/developer's expense.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: **X Forwarded** ☐ **Denied** ☐ **Tabled**

Date: October 10, 2011
Motion: Earnest
Second: Cook
Vote: 7-0-0
Note: On consent agenda.

Bates & Associates, Inc.
Civil Engineering & Surveying
91 W. Colt Square Dr./ Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350
www.nwabatesinc.com

To the City of Fayetteville's Planning Commission & City Council:

Our client, VPR INVESTMENTS LLC, is proposing a utility easement vacation within the City of Fayetteville City Limits. The subject easement is adjacent to the south line of lot 34 in Belclaire Estates (3670 Lalique Lane). Our client wishes to vacate a portion of the ten foot utility easement due to an existing house encroaching into said easement. If you have any questions please feel free to contact us.

Sincerely,

Derrick Thomas PLS

EASEMENT VACATION PL

LOT 34
PARCEL #765-28394-000
0.26 ACRES +/-

CURB
C/L
CURB
R/W
LALIQUE LANE
24' ASPHALT - 40' R/W
5' SIDEWALK
N 02°33'23" E 83.38'
S 87°28'00" E 138.00'
N 87°28'00" W 138.00'
S 02°33'23" W 83.38'
5.0ft
10.5ft
10.7ft
25.0ft
15.0ft
20.0ft
25' U.E.
15' B.S.B.
5' B.S.B.
COVERED ENTRY
58.7'
7.5'
7.0'
6.4'
12.4'
26.7ft
12.6'
11.6'
1.3'
19.4'
EXISTING HOUSE
PORCH
BRICK FIRE PIT
18.0'
6.7'
2.2'
2.2'
4.0'
5.1'
14.6'
1.1'
21.0'
12.1'
10.0ft
15.0ft
10' U.E.
CONCRETE DRIVE
PROPOSED 2.5' EASEMENT VACATION
2.5ft
54.7' L3
L1
L2
L4
L5
P.O.B.
P.O.C.
25.00'
8.9ft
7.5ft
8.9ft
5.0ft
EXISTING 10' U.E.
10.0ft
5' B.S.B.
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VAC 11-3944 (3670 N. Lalique Lane/VPR Investments)
Page 10 of 22

VICINITY MAP

SURVEY DESCRIPTION:
LOT 34 IN BELCLAIRE ESTATES SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

PROPOSED EASEMENT VACATION:

PETITION

PETITION TO VACATE A *UTILITY EASEMENT* LOCATED ON *LOT 34, BELCLAIRE ESTATES* , CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the *utility easement* hereinafter sought to be abandoned and vacated, lying *LOT 34, BELCLAIRE ESTATES*, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a *UTILITY EASEMENT* which is described as follows:

A PART OF LOT 34 IN BELCLAIRE ESTATES SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°28'00"E 25.00' AND N02°33'23"E 7.50' FROM THE SOUTHWEST CORNER OF SAID LOT 34 AND RUNNING THENCE N02°33'23"E 2.50', THENCE S87°28'00"E 60.06', THENCE S02°33'23"W 2.50', THENCE N87°28'00"W 60.06' TO THE POINT OF BEGINNING.

That the abutting real estate affected by said abandonment of the utility easement is *LOT 34, BELCLAIRE ESTATES*, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described *utility easement*.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 31st day of August, 2011.

Jeff Roth
printed name

signature

printed name

signature

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

DATE: August, 23, 2011

UTILITY COMPANY: Cox Communications

Applicant Name: Bates & Associates Applicant Phone: 479-442-9350

REQUESTED VACATION (***applicant must check all that apply***):

☒ **Utility Easement**

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following *utility easement*, described as follows:

General location / Address: 3670 Lalique Lane, Fayetteville, AR

PROPOSED 2.5' UTILITY EASEMENT VACATION DESCRIPTION:
A PART OF LOT 34 IN BELCLAIRE ESTATES SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°28'00"E 25.00' AND N02°33'23"E 7.50' FROM THE SOUTHWEST CORNER OF SAID LOT 34 AND RUNNING THENCE N02°33'23"E 2.50', THENCE S87°28'00"E 60.06', THENCE S02°33'23"W 2.50', THENCE N87°28'00"W 60.06' TO THE POINT OF BEGINNING.

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Signature of Utility Company Representative

Field Engineer
Title

11-197

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

DATE: August. 23, 2011

UTILITY COMPANY: OZARKS Electric

Applicant Name: Bates & Associates Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

☒ **Utility Easement**

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following *utility easement*, described as follows:

General location / Address: 3670 Lalique Lane, Fayetteville, AR

PROPOSED 2.5' UTILITY EASEMENT VACATION DESCRIPTION:
A PART OF LOT 34 IN BELCLAIRE ESTATES SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°28'00"E 25.00' AND N02°33'23"E 7.50' FROM THE SOUTHWEST CORNER OF SAID LOT 34 AND RUNNING THENCE N02°33'23"E 2.50', THENCE S87°28'00"E 60.06', THENCE S02°33'23"W 2.50', THENCE N87°28'00"W 60.06' TO THE POINT OF BEGINNING.

UTILITY COMPANY COMMENTS:

☑ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Signature of Utility Company Representative

Lead Staking Tech
Title

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

DATE: August, 23, 2011

UTILITY COMPANY: AEP - SWEPCO

Applicant Name: Bates & Associates Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

☒ **Utility Easement**

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following *utility easement*, described as follows:

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UTILITY COMPANY COMMENTS:

☑ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Signature of Utility Company Representative

Dist. Engr.
Title

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

DATE: August, 23, 2011

UTILITY COMPANY: Solid Waste + Recycling

Applicant Name: Bates & Associates Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

☒ **Utility Easement**

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Alley

Street right-of-way

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UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Brian Pugh
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

DATE: August, 23, 2011

UTILITY COMPANY: CITY OF FAYETTEVILLE - WATER / SEWER

Applicant Name: Bates & Associates Applicant Phone: 479-442-9350

REQUESTED VACATION (***applicant must check all that apply***):

☒ **Utility Easement**

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following *utility easement*, described as follows:

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UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Shannon L. Jones
Signature of Utility Company Representative

Utilities Engineer
Title

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

DATE: August, 23, 2011

UTILITY COMPANY: AT + T

Applicant Name: Bates & Associates Applicant Phone: 479-442-9350

REQUESTED VACATION (***applicant must check all that apply***):

☒ **Utility Easement**

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Alley

Street right-of-way

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UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Susan K Clarke
Signature of Utility Company Representative

Manager ENG. DESIGN
Title

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

DATE: August, 23, 2011

UTILITY COMPANY: CITY OF FAYETTEVILLE / TRANSPORTATION DIV.

Applicant Name: Bates & Associates Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

☒ **Utility Easement**

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following *utility easement*, described as follows:

General location / Address: 3670 Lalique Lane. Fayetteville. AR

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UTILITY COMPANY COMMENTS:

☑ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Signature of Utility Company Representative

ASST. TRANSPORTATION MGR.

Title

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

DATE: August, 23, 2011

UTILITY COMPANY: SourceGas

Applicant Name: Bates & Associates Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

☒ **Utility Easement**

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

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UTILITY COMPANY COMMENTS:

☑ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

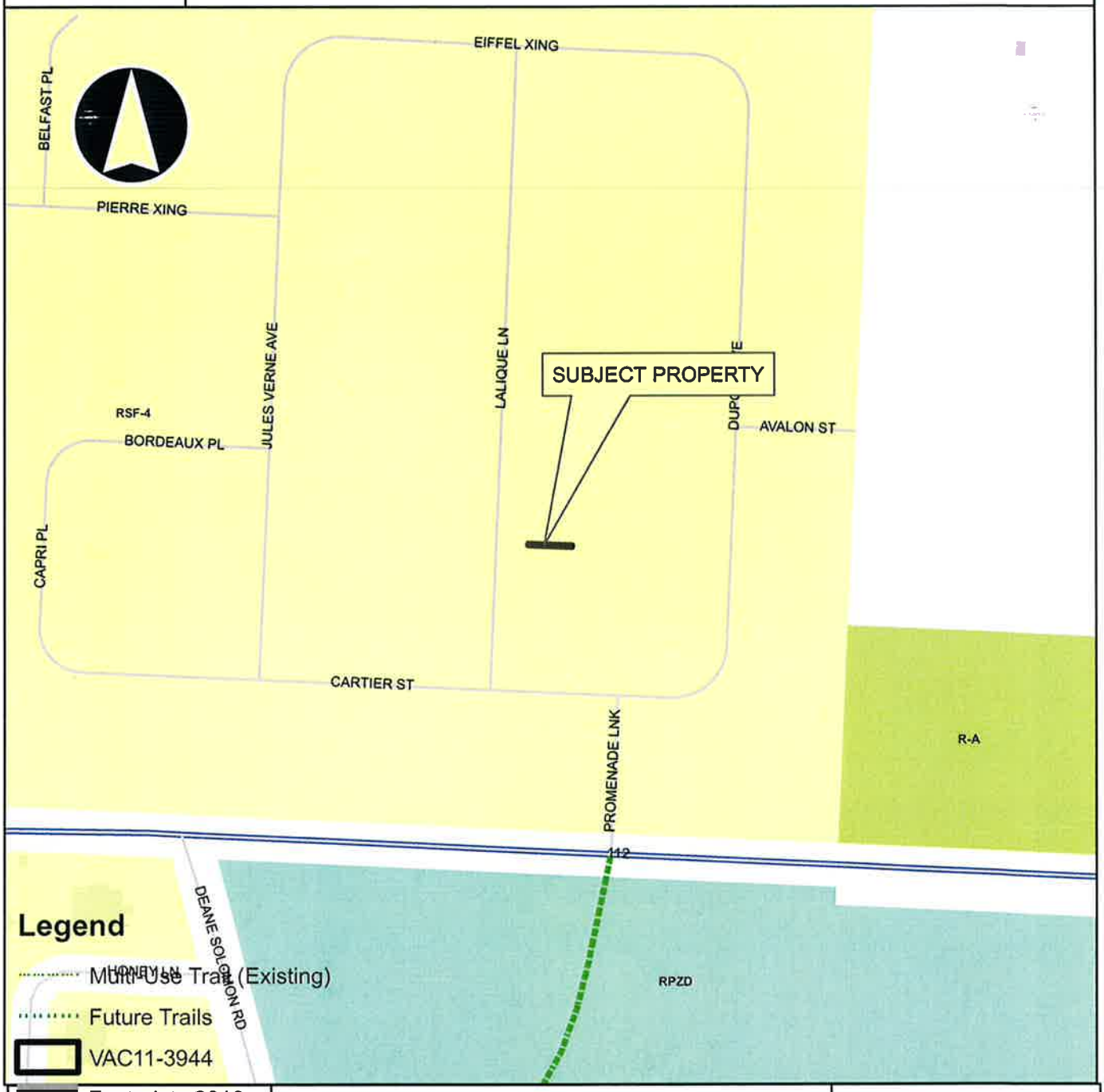
Signature of Utility Company Representative

Division Manager
Title

VAC11-3944

Close Up View

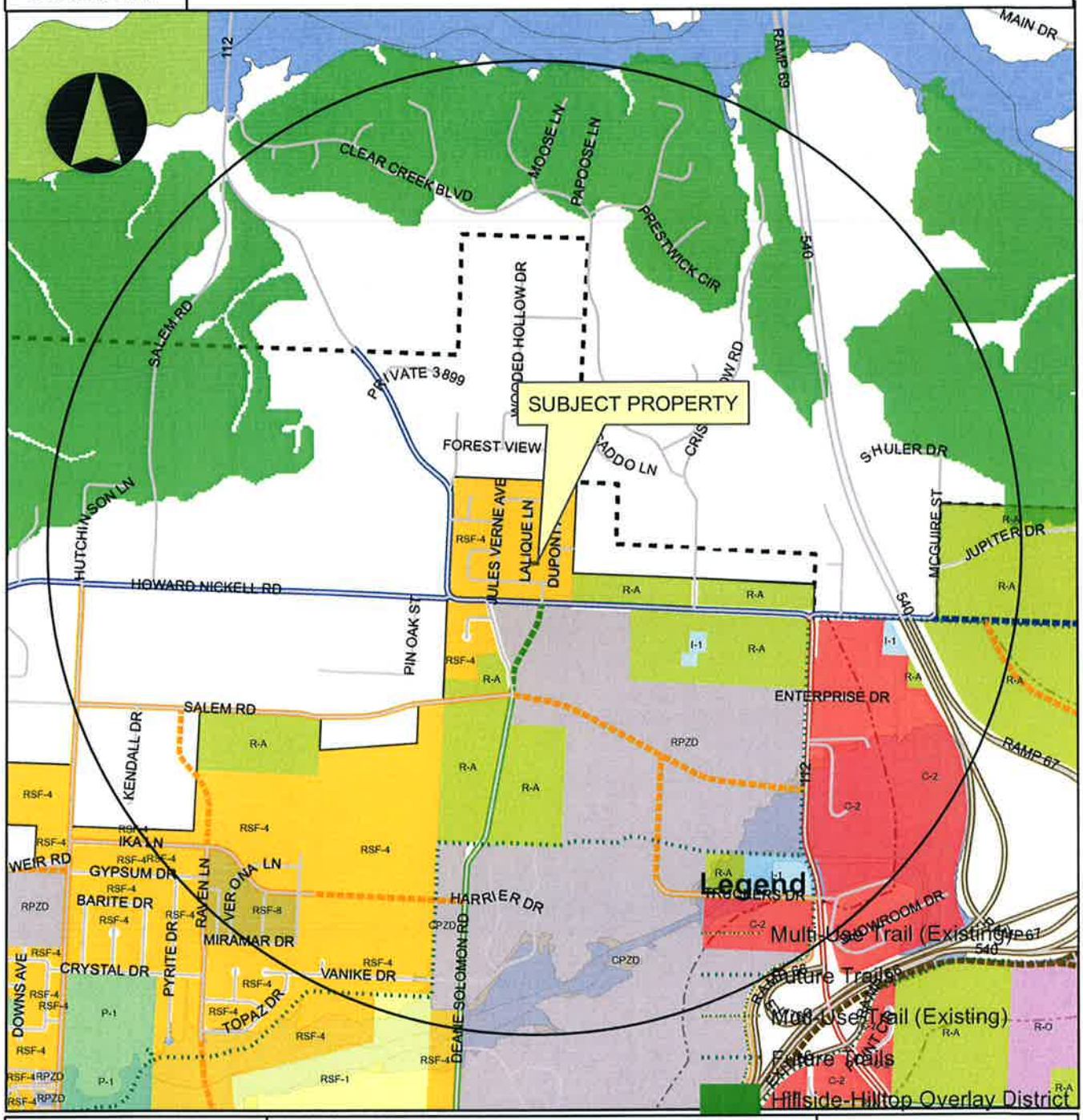
VPR INVESTMENTS



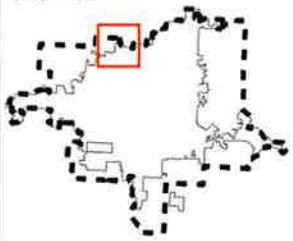
VAC11-3944

One Mile View

VPR INVESTMENTS



Overview



Legend

Subject Property

VAC11-3944

Boundary

VAC11-3944

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

AGENDA REQUEST

FOR: COUNCIL MEETING OF NOVEMBER 1, 2011

FROM:

KIT WILLIAMS, CITY ATTORNEY
SONDRA SMITH, CITY CLERK
DON MARR, CHIEF OF STAFF

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Amend The Rules Of Order And Procedure Of The Fayetteville City Council To Clarify The Procedure Of Presenting Agenda Items During City Council Meetings

APPROVED FOR AGENDA:

City Attorney — Date: 10-11-11

City Clerk — Date: 10-11-11

ENTERED 10-11-11

Chief of Staff — Date: 10-11-11

ENTERED 10/11/11

Mayor — Date: 10/11/11

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney

DATE: **October 11, 2011**

RE: **Clarification of Rules of Order and Procedure concerning order of agenda item presentation and disallowing members of the public to use electronic visual aide presentations**

Pursuant to the Chief of Staff's presentation at the Agenda Session and the Mayor's and Aldermen's comments, Don, Sondra and I have drafted an amendment to your Rules of Order and Procedure #A. 6. **Public Notification and Participation**. First, we broke up this too long and too many subjects subsection into two: 6. **Public Notification** and 7. **Presentation of Agenda Items**. I only slightly redrafted **Public Notification**.

In **Presentation of Agenda Items** subsection (a), I presented what has been your unwritten policy for adding an item to your Agenda during a City Council meeting including the necessity for the statutory two-thirds vote to suspend the rules. In subsection (b) I explained your established policy for Consent Agenda items.

Subsection (c) is for old and new business items. We broke it into two parts. The first is for presentations by city staff and the Agenda item applicant which allows the use of electronic visual aides and requires the applicant (city contractor, rezoning or development applicant) to present its proposal before the public comment period.

The second part is for Public Comments and does not allow electronic visual aides to be presented. The public may continue to submit photos, petitions, etc. to you at the meeting through the City Clerk. It also provides that the pubic should submit materials to the City Clerk's Office by 9:00 A.M. of the day of the meeting if the public desires that the City Clerk's Office reproduce such materials before the meeting for you.

Finally subsection (d) *Courtesy and respect* is only a slight redrafting of the existing language which now applies to everyone and requires that someone ruled out-of-order by the Mayor for violating your rules must leave the podium.

We recommend that the City Council approve these amendments to Rule A. **City Council Meetings**, 6. **Public Notification and Participation.**

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ADMINISTRATION
113 West Mountain
Fayetteville, AR 72701
P (479) 575-8330 F (479) 575-8257

MEMORANDUM

TO: City Council

THRU: Mayor Lioneld Jordan

FROM: Sondra Smith
Don Marr
Lindsley Smith

RE: Staff Recommendation for Public Comment Period Audiovisual Use

DATE: September 8, 2011

Fayetteville has an enviable reputation for open, vigorous, and robust public debate that assures the expression of diverse viewpoints and opinions on issues of public concern. The Mayor and City Council welcome and encourage community participation in all public meetings, and we appreciate local residents who share their views on public business before the Council. Our process has been for the Mayor, Staff, Council or any Elected Official to place an agenda item before the City Council. The meetings are then broken into various steps per agenda topic: Those areas are:

- Agenda Item Introduced (Read by the Mayor and City Attorney)
- Staff Report, and Supplemental Presentations to facilitate understanding of the proposed agenda item. (Most often presented by Staff, but sometimes deferred to a Service Provider and/or Contractor to highlight Services Offered, Performance, or Report on Project Progress, and other times deferred to a Developer/Engineering Firm/Architect to review a proposed Development Project or Re-Zoning Request.)
- Council Questions
- Public Comment Period with Council Questions
- Council Discussion
- Council Vote

This memo addresses specifically the Public Comment Period. Some cities have imposed limits on public comment during City Council meetings. North Little Rock, for example, requires speakers to register in advance of meetings and limits each speaker to three minutes. Other cities limit total public comment to 30 minutes on any agenda item. We have not done that, because we are dedicated to open government and the full expression of all points of view on any issue.

To assure that as many citizens can speak as desire to do so and that all opinions are considered, we have adopted Rules that allow meetings of the City Council to effectively conduct City business in a fair and timely manner, while assuring that residents attending meetings of the City Council can be heard in a fair, impartial and respectful manner, free from abusive, distracting, intimidating, or dilatory behavior.

We value the voice of our citizens directly communicating their opinions and concerns. Of course, if a resident is unable to attend a meeting or would rather not give testimony at the meeting, he or she is encouraged to mail, fax, or email a letter or statement to be distributed to the Mayor and each member of the City Council for their consideration. Additional data can be attached or submitted in advance of meetings, including charts, graphs, photographs, or other audiovisual and digital formats.

Citizens choosing to address the Council directly during meetings can also submit supporting materials to the Council ***in advance***, but the public comment period is reserved for citizen comments to the Mayor and Council, rather than playing audiotapes, videotapes, slide presentations, compact disks, digital video disks, or other materials that distract from testimony and disrupt or delay the timely presentation of views. Citizens wishing to share such materials can provide sufficient copies to the City Clerk for advance distribution to the Mayor and Council members.

Should the Council agree with these points, I will be glad to request the City Attorney to draft a Resolution reflecting your consensus on this issue.

RESOLUTION NO. _____

A RESOLUTION TO AMEND THE RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL TO CLARIFY THE PROCEDURE OF PRESENTING AGENDA ITEMS DURING CITY COUNCIL MEETINGS

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 amends Rule A. 6. **Public Notification and Participation** by repealing it in its entirety and enacting a replacement Rule A. 6. **Public Notification** and Rule A. 7. **Presentation of Agenda Items** as shown below:

"**6. Public Notification**

The City will go further than legally required in order to inform citizens of the items to be considered by the City Council. The means used may include press releases or advertisements in a local newspaper, special notice to citizens who have shown a direct interest in matters to be considered, Government Channel announcements and presentation, and agenda copies available at City Council meetings.

"**7. Presentation of Agenda Items**

(a) *Agenda additions.* A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

(b) *Consent Agenda.* Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

(c) *Old business and new business.*

(i) *Presentations by staff and applicants.* Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.

(ii) *Public comments.* Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk's Office no later than 9:00 A.M. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

(d) *Courtesy and respect.* All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby renumbers current subsections 7. and 8. of Rule A. **City Council Meetings** to 8. and 9.

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Current Rules

RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL

A. CITY COUNCIL MEETINGS

1. Regular Meetings

The City Council shall meet in regular session on the first and third Tuesday of each month at 6:00 P.M. When a holiday or general election occurs on any such Tuesday, the regular meeting shall be held on the following Thursday at the same hour unless otherwise provided for by motion. The regular meeting time may be rescheduled by the City Council in special circumstances, but when so done the change must be made far enough in advance to allow normal public notification.

2. Location

The place of City Council meetings shall be in the City Council Chambers in the City Administration Building unless another place has been previously set by the City Council.

3. Special Meetings

Special meetings may be called by three or more Aldermen or by the Mayor. Notification of a special meeting, including specific items to be considered, shall be at least two hours prior to the meeting. Such notification shall be by personal service to each member or by telephone, specifying time and place of meeting.

4. Executive Session

An executive session may be requested by any member of the City Council or the Mayor. A majority vote by the City Council is required to convene in executive session. Executive sessions will be permitted only for the purpose of considering the employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee.

5. Quorum

A majority of the City Council shall be necessary to constitute a quorum to do business. The concurring vote of a majority of those attending a meeting shall be sufficient to pass procedural motions except a Motion to Suspend the Rules which requires six affirmative votes. Ordinances and Resolutions require five affirmative votes to pass.

To be Amended

6. Public Notification and Participation

The City will, if necessary, go further than legally required in order to inform citizens of the items to be considered by the City Council. The means used will include advertisements in a local newspaper, special notice to citizens who have shown a direct interest in matters to be considered, and agenda copies available at City Council meetings.

to be Amended

Members of the audience will be offered an opportunity to speak on all questions before the City Council. Any public member shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be asked an Alderman or city employee except through the Mayor.

All members of the public are requested to accord the utmost courtesy to members of the City Council, to other members of the public appearing before the City Council and to city staff, and are asked to refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities.

7. **Smoking Prohibited**

There will be no smoking allowed in the City Council Chambers during City Council meetings.

8. **Cell Phones and Pagers**

Cell phones must be turned off or put in silent mode and not used within the City Council Chambers during City Council meetings. Pagers must be turned off or put in silent mode within the City Council Chambers during City Council meetings. These restrictions also apply during Agenda Sessions in Room 326.

B. DUTIES AND PRIVILEGES OF ALDERMEN AT CITY COUNCIL MEETINGS

1. **Seating**

Members shall occupy the respective seats in the City Council Chambers assigned by position number. The Mayor (or Assistant Mayor in the Mayor's absence) shall be seated near the center of the Aldermen's table.

2. **Conduct**

During City Council meetings, City Aldermen shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings. Neither shall they refuse to obey the orders of the Mayor or the rules of the City Council.

Every member of the City Council desiring to speak shall address the chair and, upon recognition by the Mayor, shall confine herself or himself to the question under debate and shall avoid all personalities and indecorous language. A City Council member once recognized shall not be interrupted while speaking unless called to order by the Mayor, unless a point of order is raised by another member or unless the member chooses to yield to questions from another member.

AGENDA REQUEST

FOR: COUNCIL MEETING OF NOVEMBER 1, 2011

FROM:

LINDSLEY SMITH, COMMUNICATIONS DIRECTOR and KIT WILLIAMS, CITY ATTORNEY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Approve A Renewal Agreement With AT&T Arkansas To Allow It To Continue To Offer Internet Protocol/Cable TV Type Service In Fayetteville

APPROVED FOR AGENDA:

Lindsley Smith — 9-28-11
Communications Director — Date

Kit Williams — 9-27-2011
City Attorney — Date

Don Marr — 9-28-11
Chief of Staff — Date

9/26/11
ENTERED
Des

Paul A. Becker — 9-28-2011
Finance Director — Date

Lioneld Jordan — 9/30/11
Mayor — Date

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Lindsley Smith, Communications & Marketing Director

FROM: **Kit Williams**, City Attorney

DATE: **September 27, 2011**

RE: **Five year renewal of AT&T Arkansas' Franchise Agreement**

Communications and Marketing Director Lindsley Smith and I recommend renewal of the existing AT&T Arkansas franchise agreement for a second 5 year term. The FCC and Federal Government have still not clarified the law concerning franchises for a company like AT&T Arkansas which provides TV service through an Internet Protocol platform as opposed to normal TV cable like Cox Communications.

However, rather than arguing about the legal unknowns, the City and AT&T Arkansas agreed in 2007 to a basic franchise agreement fairly comparable to our franchise agreement under which Cox Communication operates. Both companies pay a 5% franchise fee and provide bandwidth for the Public, Education and Government Channel to broadcast on.

We recommend the 2007 AT&T Arkansas Franchise Agreement be renewed and extended for another five year term with the only added provision that when AT&T Arkansas U-verse service can be extended to our Cable Administration building, AT&T Arkansas will do so at no cost so that our city cable administrators can better monitor our signal on AT&T Arkansas and respond to any customer complaints.

This proposed renewal of the franchise agreement will be presented to the Telecommunications Board on October 20th and that Board's comments and recommendations will be supplied to the City Council prior to November 1, 2011.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A FIVE YEAR RENEWAL OF THE AT&T U-VERSE AGREEMENT

WHEREAS, the City and AT&T Arkansas agreed to the initial five year AT&T U-verse Agreement on February 20, 2007, which contained very similar terms to the agreement the City has with Cox Communications; and

WHEREAS, AT&T Arkansas has requested that this contract be renewed for another five years; and

WHEREAS, the Telecommunications Board has reviewed this proposed renewal of the agreement and its comments and recommendations have been supplied to and considered by the Fayetteville City Council; and

WHEREAS, the City Council determines that renewal of the AT&T Arkansas U-verse Agreement is in the best interests of the citizens and City of Fayetteville.

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 approves the attached AT&T U-verse Agreement which renews and extends the existing agreement from January 1, 2012 through December 31, 2016, and authorizes Mayor Jordan to sign this agreement.

PASSED and **APPROVED** this 1st day of November, 2011.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

AT&T U-VERSE AGREEMENT

WHEREAS, on February 20, 2007, the City of Fayetteville and Southwestern Bell Telephone, L.P. doing business as AT&T Arkansas entered into a five year agreement so that AT&T Arkansas could provide its IP – enabled Video Service known as "U-verse" to Fayetteville citizens and businesses and use Fayetteville's rights-of-way for its cables and equipment; and

WHEREAS, AT&T Arkansas has successfully been providing its IP – enabled Video Service to our citizens, has properly paid the 5% fee to Fayetteville, has provided PEG Channel availability for our citizens and properly fulfilled all terms and conditions of the Agreement; and

WHEREAS, the initial five year term of this contract will automatically expire on December 31, 2011, but can be renewed and "extended upon the mutual agreement of the Parties."

NOW THEREFORE, the City of Fayetteville and AT&T Arkansas hereby agree that the Agreement of February 20, 2007 should be and hereby is renewed and extended for a second five year term (January 1, 2012 – December 31, 2016) upon the same terms and conditions established in the initial Agreement with AT&T Arkansas' express further agreement to provide free of charge one basic video service connection and one set top box enabling the City to receive basic AT&T U-verse TV service for the purpose of monitoring its PEG channel broadcasts at the City's Cable Administration Building when such service becomes available to that location.

IN WITNESS WHEREOF, the City of Fayetteville and AT&T Arkansas by their duly authorized representatives, have executed this Agreement on the _____ day of November, 2011.

AT&T ARKANSAS

By: _____
Name: **EDWARD DRILLING**
Title: President – AT&T Arkansas

WITNESS:

By: _____

Name: _____

Title: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Name: **LIONELD JORDAN**
Title: Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk

AGREEMENT

THIS AGREEMENT ("Agreement") dated this 20th day of February, 2007 ("Effective Date") is made by and between Southwestern Bell Telephone, L.P., a Texas limited partnership doing business as AT&T Arkansas ("AT&T Arkansas") and the City of Fayetteville, Arkansas, a municipal corporation ("Fayetteville"). AT&T Arkansas and Fayetteville shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

A. As a telecommunications provider, AT&T Arkansas has statewide authority under Ark. Code Ann. §23-17-101 to construct, operate and maintain its telecommunications facilities in the public rights of way ("ROW") throughout the state of Arkansas.

B. Under Ark. Code Ann. §14-200-101, Fayetteville is permitted to impose reasonable terms and conditions on AT&T Arkansas' use and occupation of the Fayetteville's ROW and to collect a reasonable franchise fee for such use and occupation of its ROW.

C. AT&T Arkansas is in the process of upgrading its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP-enabled Video Service"). The IP Network upgrade will involve the use of Fayetteville's ROW.

D. AT&T Arkansas believes that Ark. Code Ann. §23-17-101 covers the construction, operation and maintenance of the IP Network, and that AT&T Arkansas is not required to obtain a separate franchise or other authorization from Fayetteville to offer IP-enabled services including IP-enabled Video Services within Fayetteville over the IP Network.

E. AT&T Arkansas further believes that Fayetteville's right to regulate the construction of the IP Network in Fayetteville's ROW is limited to the right to impose reasonable conditions regarding the time, place, and manner of AT&T Arkansas' use and occupation of Fayetteville's ROW.

F. Fayetteville believes that the provision of IP-enabled Video Services by AT&T Arkansas is beyond the scope of Ark. Code Ann. §23-17-101 and is subject to Fayetteville's cable television franchising authority.

G. Both AT&T Arkansas and the City of Fayetteville agree that the deployment of the IP Network and the provision of IP-enabled Video Services should not

be delayed by litigation to establish the scope of Ark. Code Ann. §23-17-101 or the application of Fayetteville's franchise ordinance to IP-enabled Video Services.

H. Fayetteville and AT&T Arkansas further agree that litigation to resolve this issue would be complex and protracted, and that it is in the best interests of both Parties and the residents of Fayetteville to reach a compromise of each other's positions and claims.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, Fayetteville and AT&T Arkansas agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and continue through the end of 2011. The term may be extended upon mutual agreement of the Parties.

2. Change of Law. AT&T Arkansas and the City of Fayetteville agree to consult in the event that after the Effective Date, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either Fayetteville or AT&T, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the parties mutually may agree. Where the effect of a finding is a modification, the parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either party to terminate the Agreement on the provision of thirty (30) days' written notice.

3. Compensation to Fayetteville. During the term of this Agreement, AT&T Arkansas shall pay to Fayetteville a fee of 5% of the gross revenues from subscription fees, pay-per-view fees and equipment rental, installation and repair fees collected from each subscriber to AT&T Arkansas' IP-enabled Video Services product delivered over the IP Network in Fayetteville's rights of way. It is understood by the parties that the 5% fee paid to Fayetteville by AT&T Arkansas is applicable to the same gross revenue items as presently required of the current cable television provider for all subscriber paid services and no others until and unless the FCC or a Court determines the fee should apply to more or fewer items. The fee does not apply to non-video revenues or the non-video revenues of a bundled product containing video and non-video offerings. The fee will be forwarded to Fayetteville quarterly by the twenty-first day of the first month of the subsequent quarter. Upon request, AT&T Arkansas shall make their records available to Fayetteville to demonstrate compliance with this paragraph for a period of three (3) years preceding the request.

4. Public, Educational and Governmental Programming.

(a) AT&T Arkansas shall provide some form of access for Fayetteville's noncommercial, public, education and governmental ("PEG") programming through AT&T Arkansas' IP-enabled Video Services.

(b) AT&T Arkansas shall not be responsible for content of PEG programming.

(c) As soon as practicable, AT&T shall provide written notice that it has the technical capability to provide IP based access for Fayetteville's PEG channel (in use on the Execution Date of this Agreement) over the platform AT&T wishes to use with this agreement. If technological feasibility requires a change in the current Fayetteville technology, Fayetteville may be required to support a change in or addition to current Fayetteville technology now in use for PEG programming to make it compatible with AT&T Arkansas' IP enabled video technology.

(d) AT&T Arkansas will provide Fayetteville capacity on its platform to carry the same number of PEG channels that Fayetteville currently has activated as of the effective date of this Agreement. PEG content will be made available by Fayetteville placing its content on the public Internet. AT&T Arkansas will carry this PEG content on its video platform in its basic (lowest tier package) using its standard Internet-sourced PEG solution. AT&T will provide Fayetteville a one-time up front capital grant to cover the initial set up costs incurred by Fayetteville to make this content available on the Internet. Should AT&T seek to improve its transmission method in a fashion that will substantially affect the integrity of the Internet sourced PEG solution (compatibility), AT&T accepts the responsibility for necessary costs of capital improvements that might be needed by Fayetteville.

(e) PEG programming will be available via Internet for AT&T Arkansas' IP Video subscribers to view both on the TV and computer. PEG programming will be available via the Internet from the end user's computer for AT&T HomeZone subscribers who also have High Speed Internet Access.

5. Emergency Message. AT&T Arkansas shall carry all Federal, State and Local alerts provided over the Federal Emergency Alert System through AT&T's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

6. Customer Service. AT&T Arkansas will offer IP-enabled Video Services and provide customer service consistent with the requirements of 47 C.F.R. Section 76.309(c). AT&T Arkansas will respond to complaints and outages in a diligent fashion.

(a) AT&T Arkansas shall give subscribers in Fayetteville thirty (30) days notice of any rate increases, channel lineup changes, or other substantive service changes.

(b) AT&T Arkansas shall restore any pavements, sidewalks, driveways that are disturbed during the installation, improvement or extension of IP-enabled Video services to a standard that is both commercially reasonable and in compliance with the ordinances of Fayetteville.

(c) AT&T Arkansas shall not refuse to render IP-enabled Video Services based solely upon the income or minority status of any resident or group of residents.

7. Service area. This Agreement shall apply to AT&T's service area within the municipal boundaries of Fayetteville as they exist upon the date of execution of this agreement and may hereafter be extended. AT&T shall make video programming available, subject to technology or other economic feasibility, to all residential units within the service area, by use of IP-based video technology or other alternative video programming technology.

(a) On December 31, 2007 and the same date in every year thereafter, AT&T Arkansas shall tender an annual report indicating the status of its video programming service. The report shall: (i) indicate the number of subscribers; and (ii) the technology being used to provide such video programming.

(b) AT&T Arkansas shall be considered to have breached this agreement if AT&T Arkansas fails to diligently offer video programming throughout Fayetteville, unless: (i) delay is attributable to Force Majeure; (ii) delay is attributable to Fayetteville; (iii) delay is attributable to AT&T Arkansas' inability to obtain needed private easements: (iv) delay is attributable to special technical requirements; or (v) delay is justified by reasonable commercial standards of construction.

8. Obligations of Fayetteville. During the term of this Agreement Fayetteville will not attempt to nor subject the provision of AT&T Arkansas' IP-enabled Video Services over the IP Network to regulation under any cable television franchise ordinance or similar ordinance. In addition:

(a) Fayetteville agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Arkansas' existing telecommunications infrastructure.

(b) Fayetteville agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.

(c) Fayetteville agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

9. Jurisdiction and Venue. This contract shall be construed pursuant to the laws of Arkansas. Jurisdiction and venue shall be in Washington County, Arkansas.

10. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within 60 days.

11. Mediation Recommended. Both AT&T Arkansas and the City of Fayetteville shall make diligent good faith efforts to resolve all issues and disputes that might arise in the administration of this Agreement through discussions between designated representatives of the Parties. If such discussions have failed, the use of a mediator is recommended.

12. Insurance. AT&T Arkansas shall maintain, throughout the term of this Agreement, insurance in the minimum amounts as follows:

Workers Compensation	Statutory Limits
Commercial General Liability	$1,000,000 per occurrence, Combined Single Liability (CSL) $2,000,000 General Aggregate
Auto Liability	(including all owned, non-owned, and hired vehicles) $1,000,000 per occurrence (CSL)
Umbrella Liability	$1,000,000 per occurrence (CSL)

13. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to The City of Fayetteville:

City Attorney's Office
City of Fayetteville
113 W. Mountain Street, Ste. 302
Fayetteville, AR 72701
FAX: (479) 575-8315

If to AT&T Arkansas:

Mr. Edward Drilling,
President, AT&T Arkansas
AT&T Arkansas
1111 W. Capitol Avenue
Little Rock, AR 72201-3005

14. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. Assignment. AT&T Arkansas may not assign or transfer this Agreement or any interest therein without the prior consent of Fayetteville except to any affiliate of AT&T Arkansas.

16. Entire Agreement. This Agreement embodies the entire agreement and understanding of Fayetteville and AT&T Arkansas with respect to AT&T Arkansas' use of Fayetteville ROW in connection with the offering and provision of IP-enabled services including IP-enabled Video Services within Fayetteville using facilities constructed and placed within Fayetteville's ROW. As such it merges and supersedes all prior verbal agreements, understandings and representations by either party on the matters set forth herein.

17. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

18. Miscellaneous.

(a) AT&T Arkansas and Fayetteville each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(b) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(c) AT&T Arkansas and Fayetteville shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

(d) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

(e) Nothing contained in this Agreement is intended or shall be construed as amending, modifying or otherwise affecting any other agreements, authorizations or memoranda which Fayetteville and AT&T Arkansas have now. Further, nothing contained in this Agreement is meant to change, limit, modify, restrict or limit any current rights or jurisdiction that either Fayetteville or other governmental entities currently have nor is this Agreement intended to change, limit, modify, restrict or limit any rights AT&T Arkansas currently has under existing federal and state law and under existing Fayetteville ordinances and existing construction permits issued by Fayetteville.

19. Binding Effect. This Agreement shall be binding upon and for the benefit of AT&T Arkansas and the City of Fayetteville.

20. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

21. Authority of City Council. This agreement is not intended to limit the authority of the Fayetteville City Council regarding the use of streets, easements, and public rights of way ("ROW") by public utilities, specifically including those that communicate information. The City Council expressly reserves the right to increase the fee imposed in paragraph 3 of this Agreement to that which is imposed on other video service providers in order to generally maintain competitive neutrality, so long as such fee does not exceed the maximum rate authorized under Section 622 of the Federal Communications Act (47 U.S.C. Section 542).

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of the 6th day of February, 2007.

AT&T ARKANSAS

By: _____
Name: Edward Drilling
Title: President – AT&T Arkansas

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Name: **DAN COODY**
Title: Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Agenda Session 10/25/11

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
November 1, 2011

A meeting of the Fayetteville City Council will be held on November 1, 2011 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:

City Council Meeting Presentations, Reports and Discussion Items:

1. Award Presentation- National Council for Public-Private Partnerships recognition of the City of Fayetteville, Ark., and CH2M HILL with a Public-Private Partnership Sustainability Awards –Richard Norment NCPPP representative

Agenda Additions:

A. Consent:

1. Approval of the October 18, 2011 City Council meeting minutes.

2. **2012 Chevrolet Colorado 4X4:** A resolution approving a budget adjustment in the amount of $19,950.00 to fund the purchase of a 2012 Chevrolet Colorado 4X4 pickup truck by the Fleet Operations Division.

3. **Snow Plow and Spreader:** A resolution approving a budget adjustment in the amount of $48,000.00 to fund the purchase of snow plow and spreader attachments for existing vehicles by the Fleet Operations Division.

4. **Mt. Sequoyah Center, Inc.:** A resolution amending Resolution No. 140-11 and approving a participation and unsecured loan agreement with Mount Sequoyah Center, Inc. to perform energy retrofit services in the amount of $164,536.68 as part of the City of Fayetteville Community Revolving Loan Fund for Energy Efficiency.

5. **Bid #11-23 Schefers Roofing Company:** A resolution approving an agreement in the amount of $43,536.00 with Schefers Roofing Company, pursuant to Bid #11-23, for the installation of roofing as part of the Mount Sequoyah Center, Inc. Community Revolving Loan Fund for Energy Efficiency Agreement.

6. **Bid #11-62 Wyatt Contracting, Inc.:** A resolution awarding Bid #11-62 and approving a contract with Wyatt Contracting, Inc. in the amount of $59,530.00 for the construction of a Lake Sequoyah boat ramp and courtesy dock, approving a ten percent (10%) project contingency, and approving a budget adjustment.

7. **Fire Station No. 3:** A resolution approving a settlement agreement between the City, Heckathorn Construction Company, Inc., Don Spann AIA Architect, and Batson Bravo Engineering related to mold remediation and repairs completed at Fire Station No. 3, and approving a budget adjustment in the amount of $12,170.00.

8. **McGoodwin, Williams & Yates:** A resolution approving a contract with McGoodwin, Williams & Yates in the amount of $105,000.00 for engineering and design of the Broyles Avenue recycling drop off and education facility, and approving a five percent (5%) contingency.

9. **Arkansas State Highway and Transportation Department:** A resolution approving a budget adjustment in the amount of $596,957.75 recognizing revenue from the Arkansas State Highway and Transportation Department for water and sewer relocations related to the widening of State Highway 265 (Crossover Road) between Mission Boulevard and Joyce Boulevard.

B. Public Hearing:

1. **Parking Revenue Improvement Bonds** a discussion about the advisability of issuing parking revenue improvement bonds to finance the construction of an Entertainment District parking deck

C. Unfinished Business: None

D. New Business:

1. **Parking Revenue Improvement Bonds:** An ordinance authorizing the issuance and sale of not to exceed $6,500,000 of Parking Revenue Improvement Bonds by the City of Fayetteville, Arkansas for the purpose of financing all or a portion of the costs of acquisition, construction and equipping of a parking deck facility, authorizing the execution and delivery of a trust indenture pursuant to which the bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

2. **Parking Revenue Fund:** An ordinance establishing a Parking Revenue Fund and restricting expenditures therefrom.

3. **Sales Tax Capital Fund:** An ordnance to enact §34.09 Sales Tax Capital Fund of the Code of Fayetteville.

4. **VAC 11-3944 (3670 N. Lalique Lane/VPR Investments):** An ordinance approving VAC 11-3944 submitted by Bates and Associates for property located at 3670 Lalique Lane to vacate a utility easement, a total of 150.15 square feet.

5. **Amend Rules of Order and Procedure:** A resolution to amend the Rules of Order and Procedure of the Fayetteville City Council to clarify the procedure of presenting agenda items during City Council meetings.

6. **AT&T U-verse Agreement:** A resolution to approve a five year renewal of the AT&T U-verse Agreement.

E. City Council Agenda Session Presentations:

1. Natural Gas ~~Several~~ Severance Tax Act of 2012 – Presented by Steve Napper of the AR Municipal League

2. 8th Quarter Economic Development Contract Update – Chung Tan of the Fayetteville Chamber of Commerce

City Council Tour:

Announcements:

Adjournment:

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Pre Agenda Meeting 10-19-11

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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Ward 1 Position 2 – Brenda Boudreaux
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mar

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last new business

10. **AT&T U-verse Franchise Agreement:** A resolution to approve a five year renewal of the AT&T U-verse Franchise Agreement. check w/ Kit to see if he wants to pull off agenda

Public Hearing:

1. **Parking Revenue Improvement Bonds** : description from Kit

B. Unfinished Business: None

C. New Business:

waiting on packet from Paul -

1. **Parking Revenue Improvement Bonds:** An ordinance authorizing the issuance and sale of not to exceed $6,500,000 of Parking Revenue Improvement Bonds by the City of Fayetteville, Arkansas for the purpose of financing all or a portion of the costs of acquisition, construction and equipping of a parking deck facility, authorizing the execution and delivery of a trust indenture pursuant to which the bonds will be issued and

secured; authorizing the execution and delivery of an official statement pursuant to which the bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

new ordinance from Kit

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3. **Sales Tax Capital Fund:**

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remove passed 10/18/11

5. ~~**NWA Entertainment, LLC:** An ordinance waiving competitive bidding and approving a cost-share agreement with NWA Entertainment, LLC in the amount of $75,255.00 for water line design and construction for the Arkansas Music Pavilion.~~

remove

6. ~~**Renting Equipment:** Paul may pull off agenda~~

7. **Amend Rules of Order and Procedure:** A resolution to amend the Rules of Order and Procedure of the Fayetteville City Council to clarify the procedure of presenting agenda items during City Council meetings.

> AT&T U-verse Franchise Agreement

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1. Natural Gas Several Tax Act of 2012 – Presented by Steve Napper of the AR Municipal League

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City Council Tour:

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Lisa Branson - Presentation for Economic Development Contract Update

From: Don Marr
To: Branson, Lisa
Date: 10/10/2011 2:43 PM
Subject: Presentation for Economic Development Contract Update

Please place on the agenda session, a presentation by Chung Tan of the Fayetteville Chamber of Commerce for the 8th Quarter Economic Development Contract Update.

Thanks,
Don

Don Marr

FAY

FIND IT IN FAYETTEVILLE

Chief of Staff for Mayor Jordan
113 W Mountain Street
Fayetteville, AR 72701
Office: 479-575-8330
For TDD: (Telecommunications Device for the Deaf)
Dial 479-521-1316
Email: dmarr@ci.fayetteville.ar.us
Website: www.accessfayetteville.org

Lisa Branson - Re: Title for Presentation

From: Don Marr
To: Branson, Lisa
Date: 10/11/2011 7:34 PM
Subject: Re: Title for Presentation

Lisa - the Agenda Session (10/25/11) Presentation for the November 1 Meeting is

Natural Gas Several Tax Act of 2012 - Presented by Steve Napper of the AR Municipal League

Thanks,
Don

Don Marr

Chief of Staff for Mayor Jordan
113 W Mountain Street
Fayetteville, AR 72701
Office: 479-575-8330
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>>> Lisa Branson 10/11/2011 12:51 PM >>>
I didn't want you to forget so this is just a friendly reminder to send the title for the presentation for the November 1st Tentative Agenda.

Thanks,
Lisa

Lisa Branson
Deputy City Clerk

Sondra Smith - Re: Severance Tax Power Point

From: Don Marr
To: Napper, Steve
Date: 10/11/2011 1:58 PM
Subject: Re: Severance Tax Power Point
CC: Branson, Lisa; Smith, Sondra

Steve - I have confirmed with Sondra Smith, (our City of Fayetteville City Clerk) your presentation to the City Council October 25th at the City Council Agenda Session. Our Agenda sessions begin at 4:30 PM, and presentations are made at the end of the agenda session (which typically takes anywhere from 30 to 45 minutes up to maximum of 1 hr or 1 1/2 hours to go through and set the agenda). Then the presentations begin if any are scheduled. On that Agenda session we have two presentations scheduled. One by you representing the League and reviewing the Natural Gas Severance Tax Act of 2012, and the other is a quarterly report on the results of our City's Economic Development Contract for Services and their Accomplishments. Your presentation will be first during the presentation segment of the Council Meeting. So after all of that, you should be prepared to present any time from 5 PM through 6 PM. We have allotted 15 minutes for your presentation and time for the City Council to ask questions regarding this initiative of the Municipal League.

Our Agenda Setting Meeting will be held at City Hall (113 W Mountain Street, Fayetteville AR 72701) in Room 326 on the 3rd Floor of City Hall. If you want to email your presentation to Sondra Smith our City Clerk -she can have it loaded and reading for viewing upon your arrival. If you wish to bring it by thumb drive, you will need to be here prior to 4:30 PM so that they can have it loaded and ready for viewing at the Agenda session. Sondra Smith - Clerk, and Lisa Branson - Deputy Clerk will be happy to assist you and you can contact them by dialing 479-575-8323 or e-mailing them at ssmith@ci.fayetteville.ar.us or lbranson@ci.fayetteville.ar.us . Also please feel free to contact me at any time if you need something in preparation for this meeting. My contact information is below in my signature. We look forward to you presenting the information to the city council and why this is important and beneficial to the City of Fayetteville.

You can google on mapquest the City's address (113 W Mountain Street, Fayetteville AR 72701) for directions, and once you arrive and enter the front entrance of City Hall, please take the elevator to the 3rd floor and come to the Mayor's Office Suite and ask for me. Again,
Thank you,
Don

Don Marr

FIND IT IN FAYETTEVILLE

Chief of Staff for Mayor Jordan
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>>> "Steve Napper" <snapper@aristotle.net> 10/11/2011 1:09 PM >>>

Don, my name is Steve Napper with the League and I am available to present the Power Point on the 25th. Please verify that you have all equipment necessary for the Power Point. I have the presentation on a thumb drive. Also I will need the time of the meeting and directions to your facility. Look forward to seeing you on the 25th. Steve Napper

City Clerk - Fwd: Re: City Council Presentation Title

From: Don Marr
To: City Clerk
Date: 10/14/2011 4:18 PM
Subject: Fwd: Re: City Council Presentation Title

Approve
Thanks,
D

Don Marr

Chief of Staff for Mayor Jordan
113 W Mountain Street
Fayetteville, AR 72701
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>>> City Clerk 10/14/2011 11:30 AM >>>
Will you please approve this presentation for the November 1st City Council meeting? This is the only presentation on the agenda for the "City Council meeting"

Lisa

Office of the City Clerk
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
(479)575-8323
city_clerk@ci.fayetteville.ar.us

TDD (Telecommunications Device for the Deaf): (479) 521-1316

>>> David Jurgens 10/14/2011 10:58 AM >>>
Lisa,

The title should be

Award Presentation- National Council for Public-Private Partnerships recognition of the City of Fayetteville, Ark., and CH2M HILL with a Public-Private Partnership Sustainability Awards.

I'm still confirming the name of the NCPPP representative who will be here to bestow the award.

David

>>> Lisa Branson 10/14/2011 9:27 AM >>>
This is just a reminder for your presentation on the November 1st City Council meeting.

Have a great day!
Lisa