AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
SEPTEMBER 15, 1998

A meeting of the Fayetteville City Council will be held on September 15, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

NOMINATING COMMITTEE REPORT

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from September 1 and September 8, 1998 meetings.

B. **FIRE STATION:** A resolution approving a contract change order with Wittenberg, Delony and Davidson, Inc. in the amount of $37,561.13 for additional fees for Fire Station #6 (Hollywood) and Fire Station #4 (Plainview). The additional fees reflect the increase in estimated cost for the prototype fire station.

C. **BID 98-65:** A resolution awarding Bid 98-65 to Harrison Davis Construction Company for the construction of Fire Station #6 located at 900 Hollywood St. and the approval of a contingency and a budget adjustment.

D. **OFF-LOADING FACILITY:** A resolution approving the lowest qualified bidder for the construction of an off-loading facility for the Solid Waste Division and approval of a budget adjustment.

E. **AIRPORT HANGER:** A resolution approving a contract with Garver & Garver Engineers in the amount to $26,300.40 to administer and oversee the construction of an eight-bay T-hanger for the airport.

II. OLD BUSINESS:

A. **TOWN CENTER BOND ISSUANCE:** An ordinance providing for the execution of documents needed to complete the issuance of the Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, the proceeds of which will be used to partially finance the construction of the Town Center and Parking Garage on the south side of the downtown square. In addition, the City Council is requested to grant the authority for the Budget Coordinator to execute any budget adjustments necessary to recognize the bond proceeds and bond issuance cost. The item was tabled at the April 21, 1998 meeting after its second reading.

III. NEW BUSINESS:

A. **SEWER REHABILITATION:** A resolution approving the construction contract for sewer rehabilitation with Building and Utility Contractors in the amount of $1,127,809 and a contingency of $56,390.

B. **COST SHARE:** A resolution approving a "50/50" cost-share with Ben Caston of Caston Construction for the construction of a 28 foot local street as recommended by the Planning Commission for the Barrington Parke Subdivision Phase II.

C. **PRIVATE CONCERNS:** A resolution prohibiting the City from inquiring into private concerns of its employees and prospective employees regarding non-job related activities and private beliefs.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

9/15/98	ROLL				
YOUNG	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER	✓				
WILLIAMS	✓				
SCHAPER	A				
DANIEL	✓				
MAYOR HANNA	✓				
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DANIEL	✓				
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MILLER	✓			✓	
WILLIAMS	✓			✓	
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DANIEL	✓			✓	
MAYOR HANNA					

Thursday
5:00
Rm 111.

9/15/98	PRIVATE CONCERNS				
	KW				
YOUNG					
TRUMBO					
PETTUS					
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DANIEL					
MAYOR HANNA					

FINAL AGENDA INFORMATION
FOR
SEPTEMBER 15, 1998
CITY COUNCIL MEETING

Given out at agenda session:

a) Budget Adjustment Form for fire station
Number this I.C.4.

b) Private Concerns Resolution
Number this III.C.1.

Attached here:

a) Final Agenda

b) September 1, and September 8 minutes

c) Map for Cost Share
Number this III.B.12

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, September 1, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

PRESENT: **Mayor Fred Hanna, Aldermen Donna Pettus, Kit Williams, Heather Daniel, Cyrus Young, and Trent Trumbo, City Attorney Jerry Rose, City Clerk/Treasurer Heather Woodruff, staff, press, and audience.**

ABSENT: **Aldermen Stephen Miller and Len Schaper were absent.**

Mayor Hanna called the meeting to order with five aldermen present.

CONSENT AGENDA

MINUTES: Approval of the minutes from the meeting of August 18, 1998

BID 98-72: A resolution awarding Bid 98-72 to Smith Two Way Radio for seven Panasonic laptop computers plus three docking stations for $23,458.39 and Office Imaging for 16 Rocky II laptop computers, plus three docking stations for $103,231.18 and approval of budget adjustment.

AIRFIELD LIGHTING PROJECT: A resolution approving a FAA Airport Improvement Project Grant. The funds will cover Phase 1 of the Airfield Lighting Rehabilitation Project, the Runway Approach Obstruction Location System, and the Pavement Management System.

SUBSTATION GRANT: A resolution approving a grant offer from the FAA, which will partially fund the construction of an Aircraft Rescue and Firefighting Station.

Alderman Kit Williams moved to approve the Consent Agenda. Alderman Daniel seconded the motion. The motion carried with a vote of 5-0-0.

OLD BUSINESS

RZ-98-14.00: Mayor Hanna introduced an ordinance rezoning 3.07 acres located at 4070 Huntsville Road from A-1, Agricultural, to R-S, Residential Small Lot. The request was submitted by Jack Butte on behalf of Paul and Geraldine Bond. The ordinance had been left on the second reading at the August 18th meeting.

City Attorney Jerry Rose read the ordinance.

No public comments.

Mayor Hanna called for the vote on the rezoning. Upon roll call the ordinance passed 5-0-0.

LEASE AGREEMENT: Mayor Hanna introduced a resolution approving the lease agreement between the City of Fayetteville and the Advertising and Promotion Commission for the Town Center.

Mr. Ben Mayes, Administrative Services Director, stated copies of the lease agreement were sent out after the joint meeting between the City Council and the A & P Commission.

Alderman Pettus stated some of the Councilmen were concerned with the definition of the word *satisfactory*. She substituted the words *Prudent Man Rule* from the Arkansas Code. Which basically states the A & P Commission would operate the business as any ordinary prudent man would manage his finances.

Alderman Daniel asked the Council to consider the possibility of reserving a certain number of hours for non-profit groups per year.

Mayor Hanna replied he did not think that could be added legally to the language of the lease because of the bond issue.

Mr. Mayes explained a room or specific number of hours could not legally be set back for non-profit groups. In order to reserve a room for the exclusive use of non-profit organizations, the City would have to build or finance the room with City money. Bond Money could not be used for this purpose.

Alderman Daniel expressed her desire to finance a room. She stated most non-profit groups did not usually need a monthly meeting space. They needed space to hold fund raisers, which required more space and planning time.

Mayor Hanna stated the City Council and the A & P Commission were working toward the same goal.

Alderman Williams made a motion to amend Sections 502 and 503 replacing *501C3 with local non-profit community groups.* Alderman Young second the motion.

Alderman Trumbo replied he thought the amendment would not have enough control over non-profit groups and requested the wording not be changed.

Alderman Pettus argued the time limits which stated the room could only be reserved thirty days in advance would establish the necessary control.

Alderman Young agreed. He stated the non-profit groups would only use the Town Center for banquets, perhaps once a year.

Mr. Joe Fennel, A & P Commission Chairman, stated he liked the wording, but would like to see more control over the non-profit groups.

Alderman Young stated the lease had a provision which would allow the A & P Commission to change the lease.

Alderman Daniel expressed her concern that thirty days was not enough to time for the non-profit groups to organize a banquet.

Alderman Pettus asked how much income the City received from the parking lots where the Town Center would be located.

Mr. Mayes stated there were approximately ninety spaces which rented for approximately twenty dollars each per month.

Alderman Pettus questioned if the parking spaces would be under the control of the A & P Commission after the Town Center was constructed.

Mr. Mayes replied the Town Center & Parking Deck would be constructed on top of the existing parking lot which would be managed by the A & P Commission.

Alderman Pettus asked if there would be any remaining parking spaces or would the Town Center and parking deck cover the entire area.

Mr. Mayes replied yes, it would take up the entire existing parking lot.

Alderman Pettus asked if there would be charges to park on the parking deck and if the income from those charges would go to the A & P Commission. She also asked if the funds would be dedicated to the bonds.

Mr. Mayes replied yes to the first two questions and stated that the funds would first go to the operation of the Town Center and parking deck and if there was any money left, then it would be pledged to the bonds.

Alderman Pettus asked if the A & P could use the money for other projects.

Mr. Mayes replied if the money was pledged to the bonds, then they had to pay on the bonds first. He deferred to City Attorney Rose for further comments.

City Attorney Rose replied he did not know the answer to the question and would find the information and would give it to the Council members.

Alderman Pettus expressed her desire to see the funds go to pay for the bonds and asked if the public would be allowed to use the parking deck.

Mr. Mayes replied the operating revenues of the Center were pledged to the bonds. The City was leasing the Town Center and the parking deck to the A & P Commission. They would operate the deck and the Center.

Alderman Williams stated the need for the public to use the facility and the wording of the lease did not make this issue clear.

Alderman Pettus stated she was concerned about the parking issue and hoped the parking deck would be available to the public. She asked if anyone had spoken with the Bond Council about why the lease had to be done first before the bonds could be voted on.

City Attorney Rose replied Bond Council stated it was more a matter of common sense than a legal issue. They wanted to ensure that the Center would be used in the manner in which the voters had chosen it to be used.

Mayor Hanna called for the vote on Alderman Williams amendment Upon roll call the amendment failed 3-2-0. Aldermen Daniel and Trumbo voted nay.

Alderman Williams commented the lease did not set forth any goals. He suggested three goals a)tourism, b) pay debts on time and c)serve the Fayetteville community to be modified in a report which documented how the Town Center had been managed. If lessee failed to accomplish one of the three goals that the lessee shall be given written notice of such failure and a special review to determine if corrective action needed to be taken.

Alderman Pettus and Alderman Trumbo agreed with this suggestion. Alderman Daniel disagreed.

Alderman Young asked if the resolution was going to be voted on at this meeting.

After discussion on this subject, Alderman Trumbo expressed his desire to vote on the resolution.

Alderman Daniel suggested a special meeting.

Alderman Williams suggested the bonds be placed on the next agenda and be voted on after they voted on the lease.

Mr. Rose replied the A & P Commission had to approve the changes that Council wanted to make.

Alderman Williams remarked he thought the changes went to the A & P Commission before City Council saw them.

Mr. Rose stated if the Council would give his office the proposed changes he would forward them to the A & P Commission.

Mr. Mayes stated there was a thirty day waiting period on the bonds, even if City Council passed the resolution. He further stated this waiting would give the A & P time to act upon the agreement.

Mayor Hanna requested a special meeting to be set on Tuesday, September 8, 1998, for the lease issues. He asked for public comment.

Mr. Fennel stated he and the A & P Commission would like to see a final draft of this agreement.

Mr. Tex Trumbo, area resident, stated he disagreed with the lease agreement. He argued the people

did not vote for a convention center. They voted for a Town Center. He remarked it was after the vote that people realized it was a convention center. He reiterated this was not what the voters wanted. Only 10% of the people voted on this issue. He remarked the HMR tax was paid by the restaurants, hotels, and motels of the community. He stated this tax was not a tax on tourists, but on the Fayetteville residents and people who worked in Fayetteville. He commented the people had believed that the Town Center was to be used by the residents of Fayetteville not the tourists. He felt the needs of the Public should to be addressed before the needs of the tourists.

Mr. Jim Bemis, area resident, stated he had been following this Council closely and admired the Council in terms of how they handled issues without losing their tempers. He handed out and read the Public Forum, the results of the Public Forum and the sub-committee meetings regarding the Town Center. He commented he had not heard any discussion on whether drinks would be allowed on the premises of the Center. He stated he did want to see a Town Center, but disagreed with a Convention Center.

Mr. Jeff Erf, area resident, commented on the 501C3 non-profit status. He was afraid it would restrict the number of groups who would use the facility. This would cause fewer people to come to the square and shop. He requested the Council think about this before their special meeting next Tuesday.

Mr. Mayes disagreed with Mr. Tex Trumbo. The people did know the Town Center was going to be used as a convention center. He stated in all the planning and the meetings it was clearly stated the town center could not be used exclusively for a Town Center.

Mayor Hanna stated that in the ballot the Fayetteville Town Center would be constructed to be a multi-purpose Civic Center for meetings, conventions, etc.

City Attorney Rose read the ballot.

No action was taken on the lease agreement.

NEW BUSINESS

STREET RENAMING: Mayor Hanna introduced a resolution approving the renaming of "Crest Lane" to "Glen Wing Lane." The request was submitted by Gayle O'Donnell to honor the late Glen Wing, Fayetteville real estate attorney.

Mr. Mark Denniston stated he was the only property owner on the street. He urged the Council to consider this resolution for two reasons. The first reason being there were two streets with "Crest" in their names. The second reason was that Glen Wing was a respected citizen and attorney. He felt the Council would be honoring his memory with this street change.

Alderman Williams made the motion to accept the resolution. Alderman Pettus second the motion. Mayor Hanna called for the roll. Upon roll call the vote was 4-1-0. Alderman Daniel voted nay. Mayor Hanna was called upon to vote. The resolution passed with a 5-1-0 vote. Alderman Daniel voted nay.

ILLEGAL PARKING: Mayor Hanna introduced an ordinance prohibiting illegal parking in Handicap parking areas and proscribing penalties.

Alderman Pettus stated this ordinance tracked the state law. She commented this would give the Police an option of ticketing individuals who parked illegally in Handicap spaces.

City Attorney Jerry Rose read the ordinance.

Alderman Daniel asked how the proposed ordinance differed from current ordinances.

Alderman Pettus stated there was no ordinance on this issue, only the State Law.

Alderman Daniel asked if there were any fines and if this ordinance would apply to business parking lots.

Alderman Pettus replied the fines were set by the State and the ordinance would apply wherever the City of Fayetteville was allowed to give tickets.

Alderman Pettus took the opportunity to bring everyone up to date about the committee. She commented on the good work Ms. Hendricks had done for the committee. One the duties of the committee is to notify and draw up notices and documents for businesses. The committee along with a group of citizens had purchased audible signals at intersections for people who are sight impaired. The signal sounds a chirping sound when the light changes so they could cross the street. The committee was currently working on a pamphlet entitled *Access Fayetteville* which would spotlight restaurants, hotels, motels and recreational facilities which were accessible to the handicap.

Alderman Trumbo made a motion to suspend the rules and go to the second reading of the ordinance. Alderman Pettus second the motion. Upon roll call with Mayor Hanna's vote the motion passed with a vote of 6-0-0.

City Attorney Jerry Rose read the ordinance.

Alderman Pettus made a motion to suspend the rules and go to the third and final reading of the ordinance. Alderman Daniel second the motion. Upon roll call the motion carried with a vote of 6-0-0.

City Attorney Jerry Rose read the ordinance.

Mr. Randy Zurcher stated the ordinance was a good one, however there was only one apartment complex in the City that was ADA accessible. If the City was going to become ADA accessible, the City needed to require developers to build them to ADA standards. He commented the sidewalks in the downtown section of the City needed to be kept up. He thought this was a good start.

Alderman Trumbo replied most banks required developers to include ADA standards in their building plans. He asked Ms. Little if the City had such a rule.

Alderman Pettus stated the Inspection Department did provide guidelines and notices to all new developers so they know what they have to comply with ADA guidelines.

Ms. Little added any apartment complex that has any Federal money associated with it, must be ADA accessible. She also stated if any person wanted an ADA accessible apartment, it was the owner's responsibility to make it ADA accessible.

Alderman Williams stated the City was working on improving the downtown sidewalks.

Mr. Zurcher asked if anyone could remember a fine being given out to a developer for not meeting these guidelines.

Mr. Venable commented the ADA guidelines come under the Fair Housing Act from the Department of Justice not the City of Fayetteville.

Upon roll call with Mayor Hanna's vote the ordinance passed with a vote of 6-0-0.

RAOLS: Mayor Hanna introduced a resolution approving a contract in the amount of $28,000.00 with Garver & Garver for a Runway Approach Obstruction Location System.

Mr. Dale Frederick, Airport Administrator, stated the new equipment would take the Airport out of the dark ages and into the Twentieth Century. He stated this would allow the Airport to identify and locate obstructions surrounding the runway especially during approaches. He introduced Mr. Griffin with Garver & Garver.

Mr. Griffin stated Garver & Garver was primarily an engineering design firm. He introduced Mr. Johnson who demonstrated how the system worked.

Alderman Daniel asked what happened if some of the obstacles were on private property.

Mr. Griffin replied the Airport would work with the property owner, either allowing them to be enumerated for the removal those obstructions or by obtaining an aviation easement over the land.

Alderman Daniel asked if the $28,000.00 would cover updating the system.

Mr. Griffin replied no, but they would show the Airport personnel how to update RAOLS.

Alderman Trumbo asked Mr. Frederick if this was a requirement of the FAA.

Mr. Frederick replied it was not required, but it would improve the safety of the Airport's runway.

Alderman Williams made the motion to pass the resolution. Alderman Pettus second the motion. Upon roll call the resolution passed with a 5-0-0 vote.

HANNA'S POTPOURRI SPECIALTIES: Mayor Hanna introduced a resolution certifying local government endorsement of Hanna's Potpourri Specialties, Inc. to participate in the Advantage Arkansas Program (also known as the Arkansas Enterprise Zone Program-ACT 947 of 1993).

Mr. Jim Crider, Fayetteville Chamber of Commerce, stated the Chamber of Commerce sponsored the application of Hanna's Potpourri to participate in this project. He explained Hanna's had out grown their facilities and wanted to expand and hire an additional two hundred employees.

Alderman Daniel express her support for the business.

Alderman Trumbo stated Hanna's was going to add a day care system plus hire more employees.

Alderman Daniel made a motion to pass the resolution. Alderman Trumbo second the motion. Upon roll call the resolution passed with a 5-0-0 vote.

DRUG TESTING: Mayor Hanna introduced a resolution amending the City Council's Rules of Order and Procedure by adding Section J, Drug Testing Policy, to provide for random drug testing of the City Council.

Alderman Trumbo stated he introduced the resolution because the Fayetteville schools and several of the City's departments had random drug testing. He had been asked by citizens if the City Council also had random drug testing. He felt if the City was going to ask its employees and school children to be tested, the leaders of the City should fall under the same rule.

Alderman Pettus asked if the Fayetteville School Board volunteered to do mandatory drug testing.

Alderman Trumbo replied no, but if asked they probably would be willing too.

Alderman Williams read a prepared statement voicing opposition to the resolution and stated he hoped every Alderman on the Council would vote against the resolution.

Alderman Trumbo stated he respected Alderman Williams comments. He asked Alderman Williams for "discussion purposes" what was the difference in testing the school students and testing the Aldermen.

Alderman Williams replied he was against random drug testing for anyone. However, he was not against drug testing an individual who had reasonable cause to be tested.

Alderman Trumbo asked City Attorney Rose what would be the procedure for the City to stop mandatory random drug testing its employees. He stated random drug testing employees had not been brought before the Council.

Mr. Rose stated it was a mayoral declaration.

Mr. Mayes explained the recommendation had come from the Safety Committee Volunteer employees.

It had been highly recommend by City employees and passed on to the Personnel Department requesting a random drug testing policy. A policy was then put together and was presented to the City's department heads. The Division heads then passed the policy which was signed by Mayor Hanna.

Alderman Pettus stated she agreed with Alderman Williams. She felt insulted. It was an invasion of privacy. She stated she would vote against the resolution.

Alderman Young commented mandatory random drug testing did not really address the problem of drug abuse. He asked who was tested for drugs in the City's government.

Mr. Mayes replied all the Department of Transportation employees are required by Federal Law to be tested. The Safety Committee had recommended that all City employees be tested. Mr. Rose helped with the research and found only employees that were considered "safety sensitive" could be tested. This term is defined in the Drug Policy. He stated there was 443 employees that are randomly tested.

Mr. Kyle Russell, an area resident, stated it was wrong to ask someone to a take a drug test unless there was reasonable cause. He further stated to participate in a random drug test was making an individual prove his or her innocence.

Mr. Zurcher stated he was adamantly against this resolution.

Mr. Mayes stated the City's drug policy was a good policy and that the employees set up the policy themselves. He commented anyone not passing the drug test was referred to a substance abuse professional.

The motion died for a lack of a second.

ADJOURNMENTS AND COMMENTS

The meeting adjourned at 8:20 P. M.

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, September 8, 1998, at 4:30 p.m., in Room 326 of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

PRESENT: **Mayor Fred Hanna, Aldermen Trent Trumbo, Stephen Miller, Kit Williams, Heather Daniel, Cyrus Young, and City Attorney Jerry Rose, City Clerk/Treasurer Heather Woodruff, staff, press, and audience.**

ABSENT: **Alderman Len Schaper and Alderman Donna Pettus**

Mayor Hanna called the meeting to order with five aldermen present.

OLD BUSINESS

LEASE AGREEMENT: Mayor Hanna introduced a resolution to approve a lease agreement between the City of Fayetteville and the Advertising and Promotion Commission for the Town Center.

City Attorney Rose read the changes and introduced Section 507.

Mr. Ben Mayes stated this was the fourth time the lease had been before the Council. He said all the changes had been incorporated into the lease with the exception of Section 507.

Alderman Trumbo stated he thought the City Council and the A & P had work together to reach a good compromise.

Alderman Williams agreed with Alderman Trumbo. However, he was still in favor of changing the terminology of 501-C3 *non-profit groups* to *community non-profit groups*.

Alderman Miller asked Alderman Williams if it was just the language he wanted to change.

Alderman Williams replied yes, he just wanted to make the lease more accessible to community non-profit groups.

Alderman Daniel asked what defined a non-profit group.

Alderman Williams suggested it be left up to the tenants of the Town Center to decide what was or was not a non-profit group. He stated the Center was not set up to be a monthly meeting place for non-profit groups. He further commented the groups would probably only hold yearly banquets in the Center.

Alderman Trumbo asked if the A & P Commission or the City of Fayetteville had a process for appealing a denial of non-profit status.

Alderman Williams thought the A & P Commission should deal with appeals. He stated the City could comment at the Yearly Review Session.

Mayor Hanna asked Alderman Williams if his amendment for Section 503 was to delete the *503-C3* and replace that with *non-profits.*

Alderman Williams replied *non-profit community groups.*

City Attorney suggested *non-profit community groups located in the City of Fayetteville.*

Alderman Williams said yes.

Alderman Williams moved to amend Section 503 to delete 503-C3 non-profit groups and replace with non-profit community groups. Alderman Young second. Upon roll call the vote was 4-1-0. Alderman Daniel voting nay. Mayor Hanna was called upon to vote. The amendment passed with a vote of 5-1-0. Alderman Daniel voting nay.

Alderman Trumbo moved to approve the Lease Agreement. Alderman Williams second the motion. Upon roll call the resolution passed 5-0-0.

ADJOURNMENT AND COMMENTS

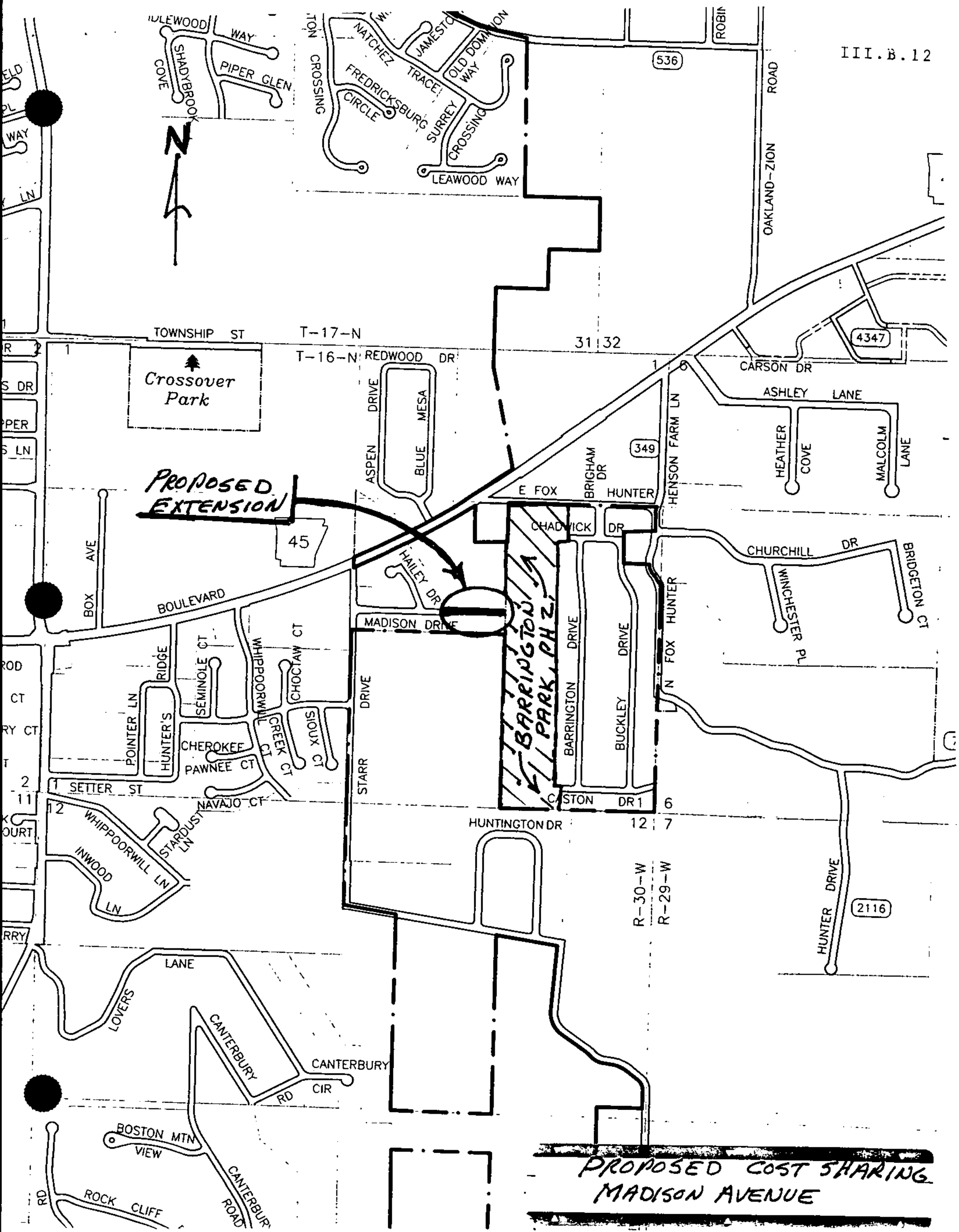
The meeting adjourned at 5:10 P. M.

ADDITIONAL INFORMATION FOR FINAL AGENDA SEPTEMBER 15, 1998

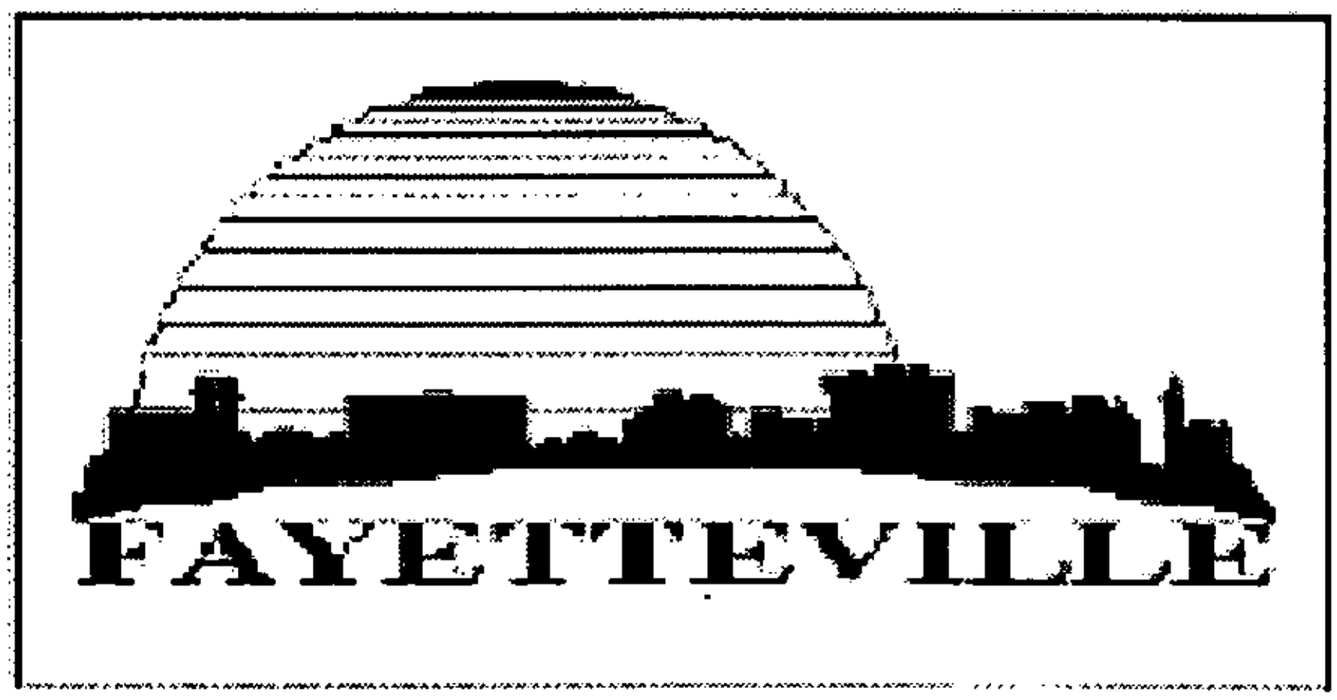
Attached here:

Bid 98-65

Number this I.C.5-19


IDLEWOOD WAY
SHADYBROOK COVE
PIPER GLEN
CROSSING
NATCHEZ TRACE
JAMESTOWN
OLD DOMINION WAY
FREDRICKSBURG CIRCLE
SURREY CROSSING
LEAWOOD WAY
536
ROBIN
ROAD
OAKLAND-ZION
N
TOWNSHIP ST
T-17-N
T-16-N
31 32
REDWOOD DR
Crossover Park
ASPEN DRIVE
BLUE MESA
4347
CARSON DR
ASHLEY LANE
HENSON FARM LN
HEATHER COVE
MALCOLM LANE
349
BRIGHAM DR
E FOX HUNTER
CHADWICK DR
PROPOSED EXTENSION
45
HAILEY DR
CHURCHILL DR
WINCHESTER PL
BRIDGETON CT
BOULEVARD
BOX AVE
MADISON DRIVE
BARRINGTON PARK PH 2
BARRINGTON DRIVE
BUCKLEY DRIVE
N FOX HUNTER
POINTER LN
HUNTER'S RIDGE
SEMINOLE CT
WHIPPOORWILL CT
CHOCTAW CT
CREEK CT
SIOUX CT
CHEROKEE
PAWNEE CT
STARR DRIVE
SETTER ST
NAVAJO CT
CASTON DR
HUNTINGTON DR
WHIPPOORWILL LN
STARDUST LN
INWOOD LN
R-30-W
R-29-W
HUNTER DRIVE
2116
LOVERS LANE
CANTERBURY RD
CANTERBURY CIR
BOSTON MTN VIEW
ROCK CLIFF RD
CANTERBURY ROAD
PROPOSED COST SHARING
MADISON AVENUE

Preliminary Pricing Presentation to



City of Fayetteville, Arkansas

LLAMACOMPANY
INVESTMENT BANKING

September 15, 1998

Stephens, Inc.

TABLE OF CONTENTS

I. Preliminary Term Sheet

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DRAFT

PRELIMINARY TERM SHEET

$6,950,000*
CITY OF FAYETTEVILLE, ARKANSAS
HOTEL AND RESTAURANT GROSS RECEIPT TAX BONDS
SERIES 1998

9/11/98 10:59 AM

FOR INTERNAL USE ONLY – NOT TO BE USED AS AN OFFERING DOCUMENT – ANY DISCREPENCIES BETWEEN THIS DOCUMENT AND THE P/O/S AND THE O/S SHALL BE RESOLVED IN FAVOR OF THE P/O/S AND THE O/S.

PURPOSE: The Bonds are being issued to construct and equip facilities constituting a multi-purpose civic center for meeting and conventions, exhibitions, entertainment events, and related uses, and related parking facilities, collectively to be known as the Fayetteville Town Center.

DATED DATE: November 1, 1998*

TAX STATUS: The Bonds are exempt from federal and state taxes and are **bank-qualified.**

RATING: A rating on the Bonds has currently not been applied for.

BONDS: The Bonds are issued in denominations of $5,000 or any integral multiple thereof and are book-entry only.

SCHEDULE:

Mail P.O.S.	October 26, 1998*
Pre-Pricing	November 2, 1998*
Pricing	November 3, 1998*
Sign B.P.A.	November 4, 1998*

CLOSING: November 18, 1998*

EXPECTED STRUCTURE: Serial Bonds maturing from 1999 to 2012 with a term due in 2017.*

INTEREST PAYMENT DATE: Interest on the Bonds is payable each April 1 and October 1 beginning April 1, 1999.

PRINCIPAL PAYMENT DATE: Principal on the Bonds is payable each October 1 beginning October 1, 1999.*

DSR: The Indenture provides for a debt service reserve fund to be established of an amount equal to the lessor of 1) 10% of the par amount 2) the maximum annual debt service or 3) 125% of the average annual debt service on the Bonds outstanding (the 1995 and 1998 Bonds).

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* -- Subject to Change

SECURITY: The Bonds are secured by the following pledges:

1) Amount received by the City from the 1% Hotel and Restaurant Gross Receipts Tax;

2) Amounts, if any, received by the City from the State as State Turnback Revenues;

3) Amounts, if any, received by the City, pursuant to a lease agreement with the Board of Trustees of the University of Arkansas, for the Continuing Education Center, and;

4) Certain amounts on deposit in certain funds and accounts held by the Trustee.

REDEMPTION: *Extraordinary Redemption.* The Bonds are subject to extraordinary redemption, in whole or in part, in inverse order of maturity, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date on any Interest Payment Date, from proceeds received from insurance in connection with loss, damage or destruction of the Convention Facilities or any portion thereof in an aggregate amount in excess of $250,000 not used for restoration or repair of the Convention Facilities on any date on or after October 1, 2001.

Optional Redemption. The Bonds are subject to optional redemption, in whole or in part, on any Interest Payment Date on or after October 1, 2005, at the redemption prices set forth below, plus accrued interest to the date of redemption:

Redemption Date	Redemption Prices
October 1, 2005 to September 30, 2006	101.0%
October 1, 2006 to September 30, 2007	100.5%
October 1, 2007 and thereafter	100.0%

TRUSTEE: Bank of Oklahoma, National Association, Tulsa, Oklahoma.

BOND COUNSEL: Mitchell, Williams, Selig, Gates & Woodyard, Little Rock, Arkansas.

SENIOR MANAGER: Llama Company

CO-MANAGER: Stephens, Inc.

FEATURES: 1) The Bonds are bank-qualified.

2) The debt service for the 1998 Bonds are "wrapped around" the debt service of the 1995 HMR Bonds that have their final maturity in 2004.

3) The Indenture requires that the City maintain a 1.2x debt cover ratio for the Bonds.

4) The Hotel and Restaurant Gross Receipts Tax, which acts as the primary revenue source for payment of principal and interest on the Bonds, was first collected in June 1977.

5) Fayetteville is the sixth largest city in the State of Arkansas.

FAYETTEVILLE TOWN CENTER
PRELIMINARY PROJECT TIME LINE
HMR Tax Revenue Bonds, Series 1998
9/14/98 8:40 AM

DATE	ACTION	RESPONSIBLE PARTY
9/14	A&P Approval of the Management Contract	A&P
9/15	City Council Pass Bond Ordinance	FCC,FCS, BC, UC
10/23	Print Preliminary Official Statement (P/O/S)	UC, U
10/26	Mail P/O/S	U
11/2	Preliminary Pricing Call	FCS, U
11/3	Offer the Bonds	U
11/4	Sign Bond Purchase Agreement	Mayor, BC, U
11/17	Pre-Close Bond Issue	FCS, BC, U, UC, T
11/18	Close Bond Issue	FCS, BC, U, UC, T
December	Approve Final Budget, Approve Project for Bid & Construction Documents	FCS, FCC

FCC	Fayetteville City Council
A&P	Advertising and Promotion Commission
A&PS	Advertising and Promotion Staff
FCS	Fayetteville City Staff
BC	Bond Counsel
U	Underwriters
UC	Underwriter's Counsel
T	Trustee
A	Architect

LLAMACOMPANY
INVESTMENT BANKING

ASSUMPTIONS

ISSUER:	City of Fayetteville (Fayetteville A&P Commission)
SERIES	1998
PROJECT:	Town Center
DATED DATE:	November 1, 1998
DELIVERY DATE:	November 18, 1998
ASSUMED RATINGS:	Not Rated
TAX STATUS:	State and Federal Tax-Exempt, **Bank Qualified**
STRUCTURE:	Serials maturing through 1999 through 2012 Term Bond with its final maturity in 2017
FIRST COUPON:	April 1, 1999
FIRST PRINCIPAL:	October 1, 1999
LAST MATURITY:	October 1, 2017
INTEREST RATES:	3.90% to 5.20%*
CAPITALIZED INTEREST:	None
DEBT SERVICE RESERVE FUND:	Lesser of 1) maximum annual debt service on the bonds 2) 125% of average annual debt service or 3) 10% of the par amount of the bonds outstanding (the 1995 and 1998 Bonds)
CONSTUCTION FUND:	13 Months; Level Draw beginning 12/1/98

OTHER NOTES

* -- Interest Rates are based on Current Market Conditions as of September 14, 1998 and are subject to change.

SOURCES AND USES OF FUNDS

City of Fayetteville, Arkansas
Hotel, Motel & Restaurant Tax Revenue Bonds
(Town Center Project)
Series 1998

Dated Date	11/01/1998
Delivery Date	11/18/1998

Sources:	
Bond Proceeds:	
Par Amount	6,950,000.00
Accrued Interest	16,130.40
	6,966,130.40
Other Sources of Funds:	
Cash fund	1,000,000.00
	7,966,130.40

Uses:	
Project Fund Deposits:	
Construction Fund	7,353,122.23
Other Fund Deposits:	
Debt Service Reserve Fund	483,773.00
Accrued Interest	16,130.40
	499,903.40
Delivery Date Expenses:	
Cost of Issuance	50,070.00
Underwriter's Discount	62,550.00
	112,620.00
Other Uses of Funds:	
Additional Proceeds	484.77
	7,966,130.40

BOND DEBT SERVICE

City of Fayetteville, Arkansas
Hotel, Motel & Restaurant Tax Revenue Bonds
(Town Center Project)
Series 1998

Dated Date 11/01/1998
Delivery Date 11/18/1998

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
Nov 18, 1998					
Apr 1, 1999			142,327.08	142,327.08	
Oct 1, 1999	30,000.00	3.900%	170,792.50	200,792.50	343,119.58
Apr 1, 2000			170,207.50	170,207.50	
Oct 1, 2000	30,000.00	4.050%	170,207.50	200,207.50	370,415.00
Apr 1, 2001			169,600.00	169,600.00	
Oct 1, 2001	30,000.00	4.150%	169,600.00	199,600.00	369,200.00
Apr 1, 2002			168,977.50	168,977.50	
Oct 1, 2002	35,000.00	4.200%	168,977.50	203,977.50	372,955.00
Apr 1, 2003			168,242.50	168,242.50	
Oct 1, 2003	35,000.00	4.250%	168,242.50	203,242.50	371,485.00
Apr 1, 2004			167,498.75	167,498.75	
Oct 1, 2004	35,000.00	4.350%	167,498.75	202,498.75	369,997.50
Apr 1, 2005			166,737.50	166,737.50	
Oct 1, 2005	385,000.00	4.400%	166,737.50	551,737.50	718,475.00
Apr 1, 2006			158,267.50	158,267.50	
Oct 1, 2006	405,000.00	4.500%	158,267.50	563,267.50	721,535.00
Apr 1, 2007			149,155.00	149,155.00	
Oct 1, 2007	425,000.00	4.600%	149,155.00	574,155.00	723,310.00
Apr 1, 2008			139,380.00	139,380.00	
Oct 1, 2008	440,000.00	4.650%	139,380.00	579,380.00	718,760.00
Apr 1, 2009			129,150.00	129,150.00	
Oct 1, 2009	465,000.00	4.750%	129,150.00	594,150.00	723,300.00
Apr 1, 2010			118,106.25	118,106.25	
Oct 1, 2010	485,000.00	4.800%	118,106.25	603,106.25	721,212.50
Apr 1, 2011			106,466.25	106,466.25	
Oct 1, 2011	510,000.00	4.900%	106,466.25	616,466.25	722,932.50
Apr 1, 2012			93,971.25	93,971.25	
Oct 1, 2012	535,000.00	4.950%	93,971.25	628,971.25	722,942.50
Apr 1, 2013			80,730.00	80,730.00	
Oct 1, 2013	560,000.00	5.200%	80,730.00	640,730.00	721,460.00
Apr 1, 2014			66,170.00	66,170.00	
Oct 1, 2014	590,000.00	5.200%	66,170.00	656,170.00	722,340.00
Apr 1, 2015			50,830.00	50,830.00	
Oct 1, 2015	620,000.00	5.200%	50,830.00	670,830.00	721,660.00
Apr 1, 2016			34,710.00	34,710.00	
Oct 1, 2016	650,000.00	5.200%	34,710.00	684,710.00	719,420.00
Apr 1, 2017			17,810.00	17,810.00	
Oct 1, 2017	685,000.00	5.200%	17,810.00	702,810.00	720,620.00
	6,950,000.00		4,625,139.58	11,575,139.58	11,575,139.58

PROJECT FUND

City of Fayetteville, Arkansas
Hotel, Motel & Restaurant Tax Revenue Bonds
(Town Center Project)
Series 1998

Construction Fund (CONST)

Date	Deposit	Interest @ 4%	Principal	Scheduled Draws	Balance
Nov 18, 1998	7,353,122.23				7,353,122.23
Dec 1, 1998		10,523.88	569,476.12	580,000.00	6,783,646.11
Jan 1, 1999		22,425.99	557,574.01	580,000.00	6,226,072.10
Feb 1, 1999		20,582.71	559,417.29	580,000.00	5,666,654.81
Mar 1, 1999		18,733.34	561,266.66	580,000.00	5,105,388.15
Apr 1, 1999		16,877.85	563,122.15	580,000.00	4,542,266.00
May 1, 1999		15,016.23	564,983.77	580,000.00	3,977,282.23
Jun 1, 1999		13,148.46	566,851.54	580,000.00	3,410,430.69
Jul 1, 1999		11,274.51	563,725.49	575,000.00	2,846,705.20
Aug 1, 1999		9,410.90	565,589.10	575,000.00	2,281,116.10
Sep 1, 1999		7,541.12	567,458.88	575,000.00	1,713,657.22
Oct 1, 1999		5,665.16	569,334.84	575,000.00	1,144,322.38
Nov 1, 1999		3,783.00	571,217.00	575,000.00	573,105.38
Dec 1, 1999		1,894.62	573,105.38	575,000.00	
	7,353,122.23	156,877.77	7,353,122.23	7,510,000.00	

RESERVE FUND

City of Fayetteville, Arkansas
Hotel, Motel & Restaurant Tax Revenue Bonds
(Town Center Project)
Series 1998

Debt Service Reserve Fund (DSRF)

Date	Deposit	Interest @ 4.75%	Principal	Debt Service	Balance
Nov 18, 1998	483,773.00				483,773.00
Apr 1, 1999		8,489.54		-8,489.54	483,773.00
Oct 1, 1999		11,489.61		-11,489.61	483,773.00
Apr 1, 2000		11,489.61		-11,489.61	483,773.00
Oct 1, 2000		11,489.61		-11,489.61	483,773.00
Apr 1, 2001		11,489.61		-11,489.61	483,773.00
Oct 1, 2001		11,489.61		-11,489.61	483,773.00
Apr 1, 2002		11,489.61		-11,489.61	483,773.00
Oct 1, 2002		11,489.61		-11,489.61	483,773.00
Apr 1, 2003		11,489.61		-11,489.61	483,773.00
Oct 1, 2003		11,489.61		-11,489.61	483,773.00
Apr 1, 2004		11,489.61		-11,489.61	483,773.00
Oct 1, 2004		11,489.61		-11,489.61	483,773.00
Apr 1, 2005		11,489.61		-11,489.61	483,773.00
Oct 1, 2005		11,489.61		-11,489.61	483,773.00
Apr 1, 2006		11,489.61		-11,489.61	483,773.00
Oct 1, 2006		11,489.61		-11,489.61	483,773.00
Apr 1, 2007		11,489.61		-11,489.61	483,773.00
Oct 1, 2007		11,489.61		-11,489.61	483,773.00
Apr 1, 2008		11,489.61		-11,489.61	483,773.00
Oct 1, 2008		11,489.61		-11,489.61	483,773.00
Apr 1, 2009		11,489.61		-11,489.61	483,773.00
Oct 1, 2009		11,489.61		-11,489.61	483,773.00
Apr 1, 2010		11,489.61		-11,489.61	483,773.00
Oct 1, 2010		11,489.61		-11,489.61	483,773.00
Apr 1, 2011		11,489.61		-11,489.61	483,773.00
Oct 1, 2011		11,489.61		-11,489.61	483,773.00
Apr 1, 2012		11,489.61		-11,489.61	483,773.00
Oct 1, 2012		11,489.61		-11,489.61	483,773.00
Apr 1, 2013		11,489.61		-11,489.61	483,773.00
Oct 1, 2013		11,489.61		-11,489.61	483,773.00
Apr 1, 2014		11,489.61		-11,489.61	483,773.00
Oct 1, 2014		11,489.61		-11,489.61	483,773.00
Apr 1, 2015		11,489.61		-11,489.61	483,773.00
Oct 1, 2015		11,489.61		-11,489.61	483,773.00
Apr 1, 2016		11,489.61		-11,489.61	483,773.00
Oct 1, 2016		11,489.61		-11,489.61	483,773.00
Apr 1, 2017		11,489.61		-11,489.61	483,773.00
Oct 1, 2017		11,489.61	483,773.00	-495,262.61	
	483,773.00	433,605.11	483,773.00	-917,378.11	

NET DEBT SERVICE

City of Fayetteville, Arkansas
Hotel, Motel & Restaurant Tax Revenue Bonds
(Town Center Project)
Series 1998

Date	Principal	Interest	Total Debt Service	General Fund	Debt Service Reserve Fund	Net Debt Service	Annual Net D/S
Apr 1, 1999		142,327.08	142,327.08	16,130.40	8,489.54	117,707.14	
Oct 1, 1999	30,000.00	170,792.50	200,792.50		11,489.61	189,302.89	307,010.03
Apr 1, 2000		170,207.50	170,207.50		11,489.61	158,717.89	
Oct 1, 2000	30,000.00	170,207.50	200,207.50		11,489.61	188,717.89	347,435.78
Apr 1, 2001		169,600.00	169,600.00		11,489.61	158,110.39	
Oct 1, 2001	30,000.00	169,600.00	199,600.00		11,489.61	188,110.39	346,220.78
Apr 1, 2002		168,977.50	168,977.50		11,489.61	157,487.89	
Oct 1, 2002	35,000.00	168,977.50	203,977.50		11,489.61	192,487.89	349,975.78
Apr 1, 2003		168,242.50	168,242.50		11,489.61	156,752.89	
Oct 1, 2003	35,000.00	168,242.50	203,242.50		11,489.61	191,752.89	348,505.78
Apr 1, 2004		167,498.75	167,498.75		11,489.61	156,009.14	
Oct 1, 2004	35,000.00	167,498.75	202,498.75		11,489.61	191,009.14	347,018.28
Apr 1, 2005		166,737.50	166,737.50		11,489.61	155,247.89	
Oct 1, 2005	385,000.00	166,737.50	551,737.50		11,489.61	540,247.89	695,495.78
Apr 1, 2006		158,267.50	158,267.50		11,489.61	146,777.89	
Oct 1, 2006	405,000.00	158,267.50	563,267.50		11,489.61	551,777.89	698,555.78
Apr 1, 2007		149,155.00	149,155.00		11,489.61	137,665.39	
Oct 1, 2007	425,000.00	149,155.00	574,155.00		11,489.61	562,665.39	700,330.78
Apr 1, 2008		139,380.00	139,380.00		11,489.61	127,890.39	
Oct 1, 2008	440,000.00	139,380.00	579,380.00		11,489.61	567,890.39	695,780.78
Apr 1, 2009		129,150.00	129,150.00		11,489.61	117,660.39	
Oct 1, 2009	465,000.00	129,150.00	594,150.00		11,489.61	582,660.39	700,320.78
Apr 1, 2010		118,106.25	118,106.25		11,489.61	106,616.64	
Oct 1, 2010	485,000.00	118,106.25	603,106.25		11,489.61	591,616.64	698,233.28
Apr 1, 2011		106,466.25	106,466.25		11,489.61	94,976.64	
Oct 1, 2011	510,000.00	106,466.25	616,466.25		11,489.61	604,976.64	699,953.28
Apr 1, 2012		93,971.25	93,971.25		11,489.61	82,481.64	
Oct 1, 2012	535,000.00	93,971.25	628,971.25		11,489.61	617,481.64	699,963.28
Apr 1, 2013		80,730.00	80,730.00		11,489.61	69,240.39	
Oct 1, 2013	560,000.00	80,730.00	640,730.00		11,489.61	629,240.39	698,480.78
Apr 1, 2014		66,170.00	66,170.00		11,489.61	54,680.39	
Oct 1, 2014	590,000.00	66,170.00	656,170.00		11,489.61	644,680.39	699,360.78
Apr 1, 2015		50,830.00	50,830.00		11,489.61	39,340.39	
Oct 1, 2015	620,000.00	50,830.00	670,830.00		11,489.61	659,340.39	698,680.78
Apr 1, 2016		34,710.00	34,710.00		11,489.61	23,220.39	
Oct 1, 2016	650,000.00	34,710.00	684,710.00		11,489.61	673,220.39	696,440.78
Apr 1, 2017		17,810.00	17,810.00		11,489.61	6,320.39	
Oct 1, 2017	685,000.00	17,810.00	702,810.00		495,262.61	207,547.39	213,867.78
	6,950,000.00	4,625,139.58	11,575,139.58	16,130.40	917,378.11	10,641,631.07	10,641,631.07

BOND SOLUTION

City of Fayetteville, Arkansas
Hotel, Motel & Restaurant Tax Revenue Bonds
(Town Center Project)
Series 1998

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Existing Debt Service	Total Adj Debt Service
Oct 1, 1999	30,000	343,120	-16,130	377,598	704,587
Oct 1, 2000	30,000	370,415		378,878	749,293
Oct 1, 2001	30,000	369,200		379,128	748,328
Oct 1, 2002	35,000	372,955		378,318	751,273
Oct 1, 2003	35,000	371,485		376,580	748,065
Oct 1, 2004	35,000	369,998		378,900	748,898
Oct 1, 2005	385,000	718,475			718,475
Oct 1, 2006	405,000	721,535			721,535
Oct 1, 2007	425,000	723,310			723,310
Oct 1, 2008	440,000	718,760			718,760
Oct 1, 2009	465,000	723,300			723,300
Oct 1, 2010	485,000	721,213			721,213
Oct 1, 2011	510,000	722,933			722,933
Oct 1, 2012	535,000	722,943			722,943
Oct 1, 2013	560,000	721,460			721,460
Oct 1, 2014	590,000	722,340			722,340
Oct 1, 2015	620,000	721,660			721,660
Oct 1, 2016	650,000	719,420			719,420
Oct 1, 2017	685,000	720,620			720,620
	6,950,000	11,575,140	-16,130	2,269,400	13,828,409

BOND SUMMARY STATISTICS

City of Fayetteville, Arkansas
Hotel, Motel & Restaurant Tax Revenue Bonds
(Town Center Project)
Series 1998

Dated Date	11/01/1998
Delivery Date	11/18/1998
Last Maturity	10/01/2017
Arbitrage Yield	4.984385%
True Interest Cost (TIC)	5.080353%
Net Interest Cost (NIC)	5.071290%
All-In TIC	5.158020%
Average Coupon	5.003622%
Average Life (years)	13.253
Duration of Issue (years)	9.622
Par Amount	6,950,000.00
Bond Proceeds	6,966,130.40
Total Interest	4,625,139.58
Net Interest	4,687,689.58
Total Debt Service	11,575,139.58
Maximum Annual Debt Service	723,310.00
Average Annual Debt Service	612,578.14
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	9.000000
Total Underwriter's Discount	9.000000
Bid Price	99.100000

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds Maturing through	3,845,000.00	100.000	4.742%	10.252
Term Bonds due 2017	3,105,000.00	100.000	5.200%	16.969
	6,950,000.00			13.253

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,950,000.00	6,950,000.00	6,950,000.00
+ Accrued Interest	16,130.40	16,130.40	16,130.40
+ Premium (Discount)			
- Underwriter's Discount	-62,550.00	-62,550.00	
- Cost of Issuance Expense		-50,070.00	
- Other Amounts			
Target Value	6,903,580.40	6,853,510.40	6,966,130.40
Target Date	11/18/1998	11/18/1998	11/18/1998
Yield	5.080353%	5.158020%	4.984385%

BOND PRICING

City of Fayetteville, Arkansas
Hotel, Motel & Restaurant Tax Revenue Bonds
(Town Center Project)
Series 1998

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds Maturing through 2012:					
	10/01/1999	30,000.00	3.900%	3.900%	100.000
	10/01/2000	30,000.00	4.050%	4.050%	100.000
	10/01/2001	30,000.00	4.150%	4.150%	100.000
	10/01/2002	35,000.00	4.200%	4.200%	100.000
	10/01/2003	35,000.00	4.250%	4.250%	100.000
	10/01/2004	35,000.00	4.350%	4.350%	100.000
	10/01/2005	385,000.00	4.400%	4.400%	100.000
	10/01/2006	405,000.00	4.500%	4.500%	100.000
	10/01/2007	425,000.00	4.600%	4.600%	100.000
	10/01/2008	440,000.00	4.650%	4.650%	100.000
	10/01/2009	465,000.00	4.750%	4.750%	100.000
	10/01/2010	485,000.00	4.800%	4.800%	100.000
	10/01/2011	510,000.00	4.900%	4.900%	100.000
	10/01/2012	535,000.00	4.950%	4.950%	100.000
		3,845,000.00			
Term Bonds due 2017:					
	10/01/2013	560,000.00	5.200%	5.200%	100.000
	10/01/2014	590,000.00	5.200%	5.200%	100.000
	10/01/2015	620,000.00	5.200%	5.200%	100.000
	10/01/2016	650,000.00	5.200%	5.200%	100.000
	10/01/2017	685,000.00	5.200%	5.200%	100.000
		3,105,000.00			
		6,950,000.00			

Dated Date	11/01/1998	
Delivery Date	11/18/1998	
First Coupon	4/01/1999	
Par Amount	6,950,000.00	
Discount		
Production	6,950,000.00	100.000000%
Underwriter's Discount	-62,550.00	-0.900000%
Purchase Price	6,887,450.00	99.100000%
Accrued Interest	16,130.40	
Net Proceeds	6,903,580.40	

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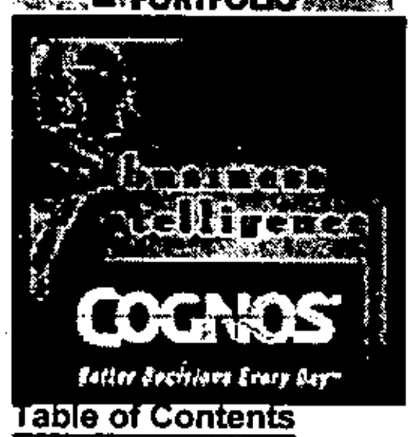

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The Wall Street Journal Interactive Edition -- September 9, 1998

Municipal Bonds Slide As Treasurys Stumble

NEW YORK -- Municipal bonds fell 1/4 Tuesday in very thin trading as the domestic stock market surged and Treasurys took a hit.

The bellwether 30-year Treasury bond was knocked sharply lower by a surge in U.S. stock prices that saw the Dow Jones Industrial Average finish with a gain of more than 380 points.

That lent a sleepy air to the secondary market, with few trades and a smattering of unremarkable bid lists circulating, dealers said.

Gains in the Dow also continued to exert an inverse effect on futures, traders noted. The front-end muni contract dropped right from the outset and finished the session down 15/32 at 125-25. With Treasury futures dropping 22/32, the municipal-under-Treasury spread eased 7/32 to 1 1/32.

In a light primary market, Jackson, Miss., sold $35 million general obligation bonds competitively to a PaineWebber Inc. group.

The MBIA-insured bonds were reoffered to yield from 3.45% in 1999 to 5.08% in 2018. The underwriters moved $9.45 million pre-sale and reported a late balance of $8.5 million.

Wednesday's primary is expected to see about $577 million bonds topped by $180 million general obligations of Washington state at competitive bidding.

The issue, rated double-A1 by Moody's Investors Service Inc., is the first tranche of $342.5 million new-money and refunding bonds the state intends to sell competitively in September.

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The Wall Street Journal Interactive Edition -- September 10, 1998

Munis Inch Up, but Most Buyers Are Sidelined as Treasurys Climb

NEW YORK -- Cash-market municipal bonds finished about 1/8 point higher Wednesday, stalling as U.S. Treasurys sprinted higher.

While Treasurys outpaced other U.S. bond markets on bursts of safe-haven buying, the low nominal yields on state and local government securities kept investors away from tax-exempts, market participants said.

While muni yield ratios versus Treasurys remain attractive -- at around 95% for high-grade, 30-year issues, for example -- municipals with average yields just above 5% on the long end of the curve still aren't deemed attractive.

"There's just not enough demand for this product," said Joseph Piraro, a portfolio manager at Van Kampen American Capital in Oakbrook Terrace, Ill.

And supply may exceed demand even more in the near term, if low muni yields continue to trigger refunding issues, he added.

Meanwhile, December muni futures settled 17/32 stronger Wednesday at 126-05, while Treasurys advanced 1 1/32 to 127-22, widening the municipal-under-Treasury spread to 49/32 from 33/32 Tuesday.

Among closely watched cash-market issues, Southern California Metropolitan Water District 4 3/4s of 2022 were up 1/8 to 96-96 3/8, yielding 5.01%.

In the primary market, there was an unsold balance of approximately $50 million for the $180 million Washington State general obligation bonds won by a J.P. Morgan Securities Inc. group and given yields up to 5.02% for 2020 bonds.

However, there was strong demand for the Puerto Rico Electric Power Authority's approximately $110 million of triple-tax-exempt bonds, which were oversubscribed. The issue provides returns as high as 5% in 2021 for the issue, which was priced by a Bear, Stearns & Co. Inc. group.

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THE WALL STREET JOURNAL INTERACTIVE EDITION FROM THE ARCHIVES

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The Wall Street Journal Interactive Edition -- September 11, 1998

Municipal Bonds Advance As Treasury Prices Soar

NEW YORK -- Municipal bonds advanced 1/4 to 1/2 Thursday in moderately active trading.

Munis were up "tick for tick with the contract," said Duncan K. Smith, senior managing director of trading at Lebenthal & Co., Inc., New York.

Nearby muni futures were up 17/32 to close at 126-22 at the Chicago Board of Trade, but they were outpaced by a sizzling December Treasury contract that soared 1 19/32 to 129-09.

That opened the MUT spread -- the amount by which municipal prices are less than Treasurys prices -- widened to a whopping 2 19/32 points from 1 17/32 yesterday.

As Treasurys soared during Thursday's session, sending the long bond's yield down to a historic low of 5.17% at one point, some municipals yielded 100% of government securities or more on the long end on an even-up basis, before taxable equivalent yields are taken into consideration.

For instance, even after $111.3 million Michigan State Hospital Finance Authority bonds were repriced to trim yields three to five basis points, the 5 1/4s of 2028 yielded 5.40%.

A basis point is one hundredth of a percentage point.

Lead underwriter Goldman, Sachs & Co. was still allotting bonds at the end of Thursday's session, but observers said the issue was well-received.

Merrill Lynch & Co. repriced $70 million Jackson, Tenn., hospital revenue bonds, cutting 20 basis points off the 1999 yield, nine basis points off the 2000 yield, and two basis points off the 2018 and 2028 yields.

That left the 5% bonds of 2028 yielding 5.16%, nearly 100% of the 30-year Treasury.

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ORDINANCE NO. _____

AMENDMENT TO THE ORDINANCE PROVIDING FOR THE ISSUANCE OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX BONDS, SERIES 1998, BY THE CITY OF FAYETTEVILLE, ARKANSAS.

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

Section 1. Upon motion made and seconded at the September 15, 1998 regular meeting of the Fayetteville City Council the ordinance providing for the issuance of Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, by the City of Fayetteville, Arkansas is hereby amended to reflect the changes contained in the black-lined bond ordinance attached hereto marked Exhibit A.

PASSED AND APPROVED this 15th day of September, 1998.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

Draft

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX BONDS, SERIES 1998, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF PROVIDING FINANCING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONAL CONVENTION FACILITIES AND RELATED PARKING FACILITIES; AUTHORIZING THE SALE OF THE SERIES 1998 BONDS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE SERIES 1998 BONDS FROM THE CITY'S 1977 HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND OTHER SOURCES; ESTABLISHING THE PRINCIPAL MATURITIES, INTEREST RATES AND PRICE OF THE SERIES 1998 BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, under the authority of Ordinance No. 2310, duly adopted and passed March 1, 1977, as amended by Ordinance No. 2315, approved on March 15, 1977, the City established a City Advertising and Promotion Commission (the "Commission") and levied a one cent tax upon the gross receipts of hotels, motels, restaurants, cafes, cafeterias and other establishments providing lodging or selling food for on-premises consumption in the City (the "1977 Hotel and Restaurant Gross Receipts Tax") pursuant to Act No. 185 of 1965, as amended ("Act No. 185"); and

WHEREAS, the City issued its Continuing Education Center Revenue Bonds, Series 1979 (the "1979 Bonds"), under the authority of Act No. 185 and Act No. 380 of 1971 ("Act No. 380") and particularly under Ordinance No. 2567 of the City, duly adopted and passed October 22, 1979;

WHEREAS, the City of Fayetteville, Arkansas (the "City") constructed the convention facilities known as the Continuing Education Center (the "Convention Facilities") with the proceeds of the 1979 Bonds, which Convention Facilities are leased to the Board of Trustees of the University of Arkansas; and

WHEREAS, the 1979 Bonds were refunded and redeemed when the City issued its $2,675,000 Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 1995 (the "1995 Bonds")

WHEREAS, the Trust Indenture securing the 1995 Bonds provides for the issuance of bonds on a parity with the 1995 Bonds to construct additional convention facilities; and

WHEREAS, at a Special Election held on August 5, 1997, the electors within the City approved the issuance of not to exceed $6,950,000 principal amount of Hotel and Restaurant Gross Receipts Tax Bonds to finance the construction of the Fayetteville Town Center as a new, multi-purpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking ("Additional Convention Facilities"); and

WHEREAS, the Commission has recommended to the City Council of the City, and the City Council has determined, that it is in the best interest of the City to proceed with the issuance of the 1998 Bonds and construct the Additional Convention Facilities; and

WHEREAS, the City is authorized under the Advertising and Promotion Commission Act, as amended, Arkansas Code Annotated (Repl. 1997) §§26-75-601 through 618, (Repl. 1997) (the "Act") and the City-County Tourist Meeting and Entertainment Facilities Assistance Law, as amended, Arkansas Code Annotated §§14-171-201 through 217, (1987 & Supp. 1997) (the "Turnback Law") to issue and sell revenue bonds for the purpose of constructing the Additional Convention Facilities; and

WHEREAS, to secure funds necessary (together with the moneys to be contributed by the Commission and money and property to be contributed by the City) to construct the Additional Convention Facilities, to establish a reserve fund and to finance the printing, legal, underwriting, and other costs incidental to the issuance of revenue bonds for this purpose, the City has determined to issue revenue bonds in an aggregate principal amount of $6,950,000 Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Series 1998 Bonds"); and

WHEREAS, the City has determined to issue the Series 1998 Bonds under and pursuant to a First Supplemental Trust Indenture ~~to be dated as of _____ 1, 1998~~(the "Supplemental Indenture") by and between the City and Bank of Oklahoma N.A., Tulsa, Oklahoma, as Trustee (the "Trustee"), a form of which has been presented to and is before this meeting; and

WHEREAS, a Preliminary Official Statement (the "Preliminary Official Statement"), a form of the final Official Statement ("Official Statement") offering the Series 1998 Bonds for sale and a Bond Purchase Agreement have been presented to and are before this meeting.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas:

Section 1. Construction of Additional Convention Facilities. That the construction of the Additional Convention Facilities be accomplished. The Mayor and City Clerk are hereby authorized to take or cause to be taken all action necessary to accomplish the project and to execute all required documents.

Section 2. Issuance and Sale of Series 1998 Bonds. That under the authority of the Constitution and laws of the State of Arkansas, including particularly the Act and the Turnback Law, City of Fayetteville, Arkansas Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, are hereby authorized in the total principal amount of $6,950,000, the proceeds of the sale of which are necessary to provide sufficient funds, together with other funds available, to pay the cost of constructing the Additional Convention Facilities in the form of a multipurpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking, establishing a debt service reserve for the Series 1998 Bonds, and paying the costs of issuing the Series 1998 Bonds. The Series 1998 Bonds shall be sold to Llama Company and Stephens Inc. (the "Purchasers") pursuant to the terms and conditions of a Bond Purchase Agreement in substantially the form

exhibited at this meeting, upon the terms and conditions set forth therein. The Mayor is hereby authorized to confer with the Purchasers of the Series 1998 Bonds in order to complete the Bond Purchase Agreement and he is further authorized to execute the Bond Purchase Agreement on behalf of the City, an executed copy of which shall be filed with the permanent records of the City.

Section 3. Details of Series 1998 Bonds. That the Series 1998 Bonds shall mature on October 1 of the years ~~1998 through 2017, inclusive, in the amounts,~~ and in the principal amounts stated in the Bond Purchase Agreement. That the Series 1998 Bonds shall bear interest payable semiannually on April 1 and October 1 of each year~~, commencing October 1, 1998, at the rates, and~~ at prevailing market rates as stated in the Bond Purchase Agreement but not to exceed an average coupon of five and seventy five hundredths percent (5.75 %). That the Series 1998 Bonds shall be sold at the prices set forth in the Bond Purchase Agreement. ~~all as set forth below:~~

~~Date~~
~~(October 1)~~

~~1998~~
~~1999~~
~~2000~~
~~2001~~
~~2002~~
~~2003~~
~~2004~~
~~2005~~
~~2006~~
~~2007~~
~~2008~~
~~2009~~
~~2010~~
~~2011~~
~~2012~~
~~2013~~
~~2014~~
~~2017* Principal~~
~~Amount~~

~~$~~
~~Coupon~~

~~Yield~~

~~*Term Bonds.~~

Section 4. Preliminary Official Statement and Official Statement. That the Mayor is hereby authorized to approve the Preliminary Official Statement, ~~as distributed, is deemed~~ in substantially the form submitted at this meeting with such changes as shall by approved by the Mayor, and to deem it final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission and its distribution is hereby ~~ratified~~ authorized. That there be, and there is hereby, authorized the distribution to various prospective and actual purchasers of the Bonds of a final Official Statement in the name of the Issuer, describing the City, the Series 1998 Bonds, the Supplemental Indenture, and setting forth such other information as may be determined to be necessary or desirable by the Purchasers. The Mayor is authorized to execute such Official Statement on behalf of the City and to confer with the Purchasers of the Series 1998 Bonds in order to complete the Official Statement ~~in substantially the form submitted to this meeting with such changes as shall be approved by the Mayor~~.

Section 5. First Supplemental Trust Indenture. That to prescribe the terms and conditions upon which the Series 1998 Bonds are to be executed, authenticated, issued, accepted, held, and secured, the Mayor is hereby authorized and directed to execute and acknowledge a First Supplemental Trust Indenture by and between the City and Bank of Oklahoma N.A., as Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Supplemental Indenture and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Supplemental Indenture to be accepted, executed, and acknowledged by the Trustee. The Supplemental Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions of the Supplemental Indenture pertaining to the maintenance of the City's 1977 Hotel and Restaurant Gross Receipts Tax at the rate of not less than 1%, the deposit and handling of revenues, and the terms of the Series 1998 Bonds. The Mayor is hereby authorized to confer with the Trustee and others in order to complete the Supplemental Indenture and to execute and deliver the same on behalf of the City in substantially the form presented to this meeting, with such changes as shall be approved by him, his execution to constitute conclusive evidence of such approval.

Section 6. Execution and Delivery of Documents. That the Mayor and the City Clerk are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Bond Purchase Agreement, the Supplemental Indenture, a Continuing Disclosure Agreement, and a Tax Regulatory Agreement providing for the exclusion of interest on the Series 1998 Bonds from federal income taxation, and the performance of all obligations of the City under each such agreement, the issuance, execution, sale, and delivery of the Series 1998 Bonds, the distribution of the Preliminary Official Statement and an Official Statement, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred hereby.

Section 7. Tax-Exempt Obligations. The Series 1998 Bonds are hereby designated as a "Qualified Tax-Exempt Obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City represents that the aggregate principal amount of its Qualified Tax-Exempt Obligations (excluding "Private Activity Bonds" within the meaning of Section 141 of the Code which are not "Qualified 501(c)(3) Bonds" within the meaning of Section 145 of the Code), including those of its subordinate entities, issued in calendar year 1998 is not expected to exceed $10,000,000.

Section 8. Clerk to File Documents. That the City Clerk is hereby authorized and directed to file in the office of the City Clerk, as a part of the minutes of the meetings at which this Ordinance is adopted, for inspection by any interested person, a copy of the Bond Purchase Agreement, the Supplemental Indenture, and the Preliminary Official Statement in the forms presented to the City Council at this meeting.

Section 9. Powers of Commission. That the powers and authority of the Commission under the Act and the Turnback Law and prior ordinances of the City and all actions of the Commission taken or to be taken thereunder with respect to the Series 1998 Bonds, are hereby ratified, confirmed, and continued.

Section 10. No Rights Until Series 1998 Bonds Delivered. That this Ordinance shall not create any right of any kind and no right of any kind shall arise hereunder or pursuant hereto until the Series 1998 Bonds authorized by this Ordinance shall be issued and delivered.

Section 11. Severability. That the provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 12. Conflicts Repealed. That all ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Adopted: _____, 1998.

APPROVED:

_____

Fred B. Hanna, Jr., Mayor

ATTEST:

_____

Heather Woodruff, City Clerk

(S E A L)

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"FOR COUNSEL APPROVAL"

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA Document A101 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction , is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT
made as of the tenth day of September in the year of Nineteen Hundred and Ninety-Eight

BETWEEN the Owner:
(Name and address)

CITY OF FAYETTEVILLE
City Administration Building
113 West Mountain Street
Fayetteville, Arkansas 72701

and the Contractor:
(Name and address)

HARRISON DAVIS CONSTRUCTION CO., INC.
1931-A Deane Street
Fayetteville, Arkansas 72703-1408

The Project is:
(Name and location)

CITY OF FAYETTEVILLE, NEW FIRE STATION
Hollywood Street, Fayetteville, Arkansas

The Architect is:
(Name and address)

WITTENBERG, DELONY & DAVIDSON, INC.
100 West Center, Suite 102
Fayetteville, Arkansas 72701

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. ~~or as follows:~~

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement, or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be established in a written "Notice to Proceed" issued by the Architect.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

Two Hundred Forty (240) consecutive calendar days from the date of the written "Notice to Proceed".

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

The Contractor shall pay to the Owner one hundred fifty dollars ($150.00) per calendar day for every day past the time set by the "Notice to Proceed" according to Section 01100 Paragraph 1.08 of the Project Manual.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **Five Hundred Seventy Eight Thousand Six Hundred Thirty Four and no/100** Dollars ($ **578,634.00**), subject to additions and deductions as provided in the Contract Documents.

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4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Base Bid Amount			$589,000.00
Owner Accepted Negotiate Pricing Changes:			
1)	Change sanitary sewer drain lines from cast iron to schedule 40 PVC	deduct	< -$3,380.00>
2)	Change ground face block to normal weigh integrally colored CMU.	deduct	< -$3,380.00>
3)	Reduce landscape allowance by $2,000.00 ($8,000.00 remaining)	deduct	< -$2,000.00>
4)	Modify east drainage swale	deduct	< -$ 970.00>
Final Contract Sum			$578,634.00

4.3 Unit prices, if any, are as follows:

1) For undercut of unsuitable material and off-site disposal. Refer to Section 02300.
ADD/DEDUCT $5.00/C.Y.

2) For importing, placing and compacting select fill material at undercut areas only. Refer to Section 02300.
ADD/DEDUCT $7.50/C.Y.

Owner reserves the right to review and negotiate Unit Prices that are deemed at the time required not to be in accordance with current market prices

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
For the period ending the Twenty-Fifth (25th) day of the month.

5.3 Provided an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Owner's next bill paying cycle related to the date the application is received at the City. ~~day of the month~~. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five days after the ~~Architect~~ Owner receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage

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completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10 %) . Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and when all required "close-out" documents are received and approved by the Owner.

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)
None.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:
Before issuance of the final payment certificate, the Contractor shall obtain in WRITING from the bond company approval of such payment. No certificate issued, nor payment made to the Contractor, nor partial or entire occupancy of the Contract Work by the Owner, shall be deemed as acceptance of any work or materials not in accordance with this Contract or in agreement with the requirements of the Contract Documents.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)
None.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

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7.3 Other provisions:
None.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 3, 1998, and are as follows:

Document	Title	Pages
00100	Bid Solicitation	1 numbered page
00200	Instructions to Bidders	3 numbered pages
00320	Geotechnical Data	1 numbered page with attachment of 15 pages of Soil and Foundation Investigation from Grubbs, Garner & Hoskyn, Inc.
00400	Bid Form	3 numbered pages
00600	Bond Requirements	1 numbered page
00700	General Conditions	1 numbered page with attachment of AIA Document A201 (32 numbered pages)
00800	Supplementary Conditions	11 numbered pages

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Divisions 1 through 16 as listed in the Table of Contents in the Project Manual dated August 3, 1998 and all items made a part thereof by Addendum(s).		

9.1.5 The Drawings are as follows, and are dated as listed on Attachment "A" ~~unless a different date is shown below:~~

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
As listed on Attachment "A" -- Drawing List (1 page)		

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
No. 1	Issued August 24th, 1998	5 pages with attachment of specification section 03400 and drawings X-1 & X-2.

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

All bidding requirements and other documents as listed in Section 9.1.3 above are part of this agreement
Attachment "A" Drawing List (2 Pages)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER	CONTRACTOR
(Signature)	*(Signature)*
Fred Hanna, Mayor - City of Fayetteville	Harrison Davis, President - HDC Construction Co., Inc.
(Printed name and title)	*(Printed name and title)*

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ATTACHMENT "A"
CITY OF FAYETTEVILLE NEW FIRE STATION
DRAWING LIST
AUGUST 28, 1998, Page 1 of 1

NUMBER	NAME	DATE
T1.1	Cover Sheet	8/3/98
T1.2	Index & General Information	8/3/98
	Topographic Survey	4/13/98
C1.1	Site Dimension Plan	7/30/98
C1.2	Site Grading Plan	7/30/98
C1.3	Storm Sewer Plan	7/30/98
C1.4	Site Details	7/30/98
A0.1	Architectural Site Plan	8/3/98
A1.1	Floor Plan	8/3/98
A1.2	Reflected Ceiling Plan	8/3/98
A1.3	Roof Plan & Details	8/3/98
A2.1	Exterior Elevations	8/3/98
A3.1	Wall Sections	8/3/98
A3.2	Wall Sections	8/3/98
A3.3	Miscellaneous Details	8/3/98
A4.1	Enlarged Plans, Doors, Windows & Schedules	8/3/98
A4.2	Interior Elevations	8/3/98
A4.3	Door & Window Details	8/3/98
A6.1	Millwork Sections	8/3/98
S1.1	Foundation Plan	8/3/98
S2.1	Foundation Details	8/3/98
S3.1	Second Floor Framing Plan	8/3/98
S4.1	Framing Details	8/3/98
U1.1	Utility Site Plan	8/3/98
P1.1	Plumbing Drain Plan	8/3/98
P2.1	Plumbing Supply Plan	8/3/98
P3.1	Plumbing Details	8/3/98
P3.2	Plumbing Schedules	8/3/98
P3.3	Plumbing Schedules	8/3/98
M1.1	Mechanical Plan	8/3/98
M2.1	Mechanical Details	8/3/98
M3.1	Mechanical Schedules & Controls	8/3/98
E1.1	Electrical Power Plan	8/3/98
E2.1	Electrical Lighting Plan	8/3/98
E3.1	Electrical Details & Diagrams	8/3/98
E3.2	Electrical Notes & Legends	8/3/98

WITTENBERG, DELONY & DAVIDSON, INC.
100 WEST CENTER ST. SUITE 102 FAYETTEVILLE, AR 72701
TEL. 443-6666 FAX 443-9515

BID TABULATION FOR: CITY OF FAYETTEVILLE NEW FIRE STATION

WD&D JOB 97059

BIDS RECEIVED: 8-27-98 AT 4:00 P.M.

BIDDERS NAME	LICENSE NO.	BID BOND	ADDEND 1	BASE BID	UNDERCUT & DISPOSAL	IMPORT & PLACE FILL	TRENCH SAFETY (INCL IN BASE BID)	MECHANICAL SUBCONTRACTOR	PLUMBING SUBCONTRACTOR	ELECTRICAL SUBCONTRACTOR	METAL ROOFING SUBCONTRACTOR	MODIFIED ROOFING SUBCONTRACTOR
BUILDINGS, INC.	0028740399	X	X	$ 684,324.00	$ 6.00	$ 8.00	$ 800.00	MEP SERVICES 0065961098	MEP SERVICES 006591098	MERIT 0018940299	NW ARK SHT MTL 0014450299	HARNESS 0018900399
HARRISON DAVIS CONSTRUCTION	0016150299	X	X	$ 589,000.00	$ 5.00	$ 7.50	$ 500.00	FISCHER/DBA IAG 0042860399	FISCHER/DBA IAG 0042860399	D & C ELEC 0012421298	HARNESS 0018900399	HARNESS 0018900399
HECKATHORN CONSTRUCTION	0023780499	X	X	$ 646,113.00	$ 7.75	$12.25	$ 500.00	FISCHER/DBA IAG 0042860399	FISCHER/DBA IAG 0042860399	D & C ELEC 0012421298	HARNESS 0018900399	HARNESS 0018900399
HUNNICUTT CONSTRUCTION	0002820899	X	X	$ 669,000.00	$ 4.00	$ 6.50	$ 500.00	FISCHER 0042860399	CHAMPION MECH 0031450399	MERIT 0018940299	HARNESS 0018900399	HARNESS 0018900399
J & L CONSTRUCTION	0032810499	X	X	$ 640,400.00	$ 5.00	$ 7.00	$ 500.00	FISCHER 0042860399	AMERICAN 006480899	MERIT 0018940299	HARNESS 0018900399	HARNESS 0018900399
OAKRIDGE BUILDERS	0006960998	X	X	$ 648,800.00	$ 5.00	$ 7.50	$ 100.00	FISCHER 0042860399	CHAMPION MECH 0031450399	MERIT 0018940299	HARNESS 0018900399	HARNESS 0018900399

BID CERTIFICATION: I hereby certify that the bids as tabulated above are correct as received.

Typed Name & Title: Richard Alderman, AIA
Principal / Project Manager

Signature: R. Alderman

Date: August 27, 199

COPY

Proposal of HARRISON DAVIS CONSTRUCTION CO., INC.
(hereinafter called "Bidder"): (Strike Out Following Inapplicable Items)

1. An ARKANSAS Corporation,
   (State)
2. ~~A Partnership~~
3. ~~An Individual Doing Business as~~ _____

To: City of Fayetteville
113 W. Mountain St., Fayetteville, Arkansas 72701

Gentlemen:

Bidder, in compliance with bid solicitation for construction of the Fayetteville New Fire Station, having examined plans and specifications with related documents and site of the proposed Work, and being familiar with all conditions surrounding proposed project, including availability of materials and labor, hereby proposes to furnish labor, materials, and supplies, and construct project in accordance with Contract Documents, within time set forth therein, and at prices stated below. Prices are to cover all expenses incurred in performing Work required under Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before date specified in written "Notice to Proceed" and fully complete project within 240 consecutive calendar days.

Bidder acknowledges receipt of the following addenda:

No. 1 Date: 8/24/98 No.___ Date:_____ No.___ Date:_____

No.___ Date:_____ No.___ Date:_____ No.___ Date:_____

BASE BID: Bidder agrees to perform all Work described in the Project Manual and shown on the Drawings for the sum of FIVE HUNDRED EIGHTY-NINE THOUSAND and NO/100Ks Dollars ($589,000.00)

LIST OF UNIT PRICES

1. For undercut of unsuitable material and off-site disposal. Refer to Section 02300.

Add/Deduct: $ 5.00 per C.Y.

4. For importing, placing and compacting select fill material at undercut areas only. Refer to Section 02300.

Add/Deduct: $ 7.50 per C.Y.

Bidder understands that the Owner reserves the right to review and or negotiate Unit Prices that are deemed to be not in accordance with current market value of proposed services.

LINE ITEM BIDS

1. In accordance with Act 291 of 1993 of the Arkansas State Legislature, the Bidder has included in Base Bid the sum of

FIVE HUNDRED AND NO/100ths ********** Dollars ($ 500.00). for trench or excavation safety systems as defined and described in Section 01100 of this Project Manual.

LIST OF SUBCONTRACTORS

I, the undersigned General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if following subcontractors are approved, I will not enter into contracts with others for these divisions of the Work without written approval from Architect and Owner.

	NAME:	LICENSE NO.
MECHANICAL:	IAG, INC. dba FISCHER'S HEAT & AIR W/PLUMBING	0042860399
PLUMBING:	IAG, INC. dba FISCHER'S HEAT & AIR W/PLUMBING	0042860399
ELECTRICAL:	D & C ELECTRIC, INC.	001242 1298
METAL ROOFING:	HARNESS ROOFING, INC.	0018900399
MODIFIED BITUMEN ROOFING:	HARNESS ROOFING, INC.	0018900399

Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities in the bidding. Bidder agrees bid shall be good and may not be withdrawn for period of sixty (60) days after scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of bid, Bidder will execute formal contract within ten (10) days and deliver Surety Bond or Bonds as required by Document 00600. Bid security attached in amount of 5% of base bid is to become property of Owner in event above contract and bond are not executed within time set forth above as liquidated damages and additional expenses to Owner.

Date: August 27, 1998

By: Harrison Davis
(Signature)

Ark. License No. 001615 0299

President
(Title)

1931-A Deane Street
(Business Address)

Fayetteville, Arkansas 72703-1408

(Seal - If bid is by a Corporation)

END OF DOCUMENT 00400

COPY

INSURANCE COMPANY OF THE WEST

P.O. Box 85563, San Diego, CA 92186-5563

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **HARRISON DAVIS CONSTRUCTION CO., INC.**, (hereinafter called the Principal), and INSURANCE COMPANY OF THE WEST, a corporation organized and doing business under and by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Arkansas, as Surety, are held and firmly bound unto **CITY OF FAYETTEVILLE** (hereinafter called the obligee) in the just and full sum of FIVE PERCENT (5%) OF AMOUNT BID Dollars ($ 5% A. B.) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the above bounden Principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal dated **8/27/1998** for **FIRE STATION NO. 6** in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly signed and sealed this **25th** day of **August**, **1998**.

HARRISON DAVIS CONSTRUCTION CO., INC.

Harrison Davis PRESIDENT

ALLEN SMITH INSURANCE

INSURANCE & BONDING
P. O. Box 94009
North Little Rock, AR 72190-4009
753-9092
1-800-482-5917
Fax 753-6214

Independent Insurance Agent

INSURANCE COMPANY OF THE WEST

By Carla Sue Hollis

CARLA SUE HOLLIS, Attorney-in-Fact

ICW CAL 120 (7/90)

Insurance Company of the West

HOME OFFICE: SAN DIEGO, CALIFORNIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That INSURANCE COMPANY OF THE WEST, a California Corporation, does hereby appoint:

CARLA SUE HOLLIS

its true and lawful Attorney(s)-in-Fact, with full power and authority, to execute, on behalf of the Company, fidelity and surety bonds, undertakings, and other contracts of suretyship of a similar nature.

This Power of Attorney is granted and is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors on the 23rd day of February, 1998, which said Resolution has not been amended or rescinded and of which the following is a true copy:

"RESOLVED, that the Chairman of the Board, the President, an Executive Vice President or a Senior Vice President of the Company, and each of them, is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, fidelity and surety bonds, undertakings, or other contracts of suretyship of a similar nature; and to attach thereto the seal of the Company; provided however, that the absence of the seal shall not affect the validity of the instrument.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company, and the signatures of any witnesses, the signatures and seal of any notary, and the signatures of any officers certifying the validity of the Power of Attorney, may be affixed by facsimile."

IN WITNESS WHEREOF, INSURANCE COMPANY OF THE WEST has caused these presents to be signed by its duly authorized officers this 4th day of May 1998 .

INSURANCE COMPANY OF THE WEST

John L. Hannum, Executive Vice President

STATE OF CALIFORNIA

SS.

COUNTY OF SAN DIEGO

IN WITNESS WHEREOF, the undersigned certify that they are adults, and have witnessed the signing of this instrument by the principal or have witnessed the principal's acknowledgment of the signature on the power of attorney, pursuant to California Probate Code §4121 and 4122.

Jerry Fafaul

Janis Theodore

CERTIFICATE:

I, John H. Craig, Assistant Secretary of INSURANCE COMPANY OF THE WEST, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a true copy, is still in full force and effect, and that this certificate may be signed by facsimile under the authority of the above quoted resolution.

IN WITNESS WHEREOF, I have subscribed my name as Assistant Secretary, on this 25th day of August 19 98 .

INSURANCE COMPANY OF THE WEST

John H. Craig, Assistant Secretary

ICW 37

FIRE DEPT. LETTER HEAD

September 10, 1998

Mr. Marvin Mitchell
General Manager - Love Box Company, Inc.
833 Beechwood
Fayetteville, Arkansas 72701

RE: Drainage swale on property line - Fayetteville New Fire Station

Dear Mr. Mitchell:

My understanding, based on the meeting we had at your plant with yourself and others from your company on August 31, 1998, is that allowing storm water from the adjacent Fire Station site to drain to an existing swale near your west property line is an acceptable situation. As we explained at that meeting, this request is a result of a written comment by Jim Beavers, City Engineer's Office, suggesting that draining into the swale on your property would be preferable to constructing an additional swale on the Fire Station site parallel to the existing one.

In order to ensure that we are all in agreement on this issue, I have attached a letter for your signature that will give the General Contractor constructing the Fire Station Project the authority to grade onto your property where necessary to connect our site drainage to the existing swale. If the letter as stated is consistent with your understanding of the situation, please sign and date it and return it to me. If you have any questions or would like to modify the agreement in any way, don't hesitate to call.

Sincerely,

Mickey Jackson
Fayetteville Fire Chief

AUTHORIZATION TO PERFORM SITE GRADING

The Love Box Company authorizes the City of Fayetteville, the Fayetteville Fire Department and the General Contractor hired to construct the Fire Station No. 6 project located directly west of the property owned by Love Box Company at 833 Beechwood Avenue, Fayetteville, Arkansas, to perform surface grading on the Love Box Company's property in accordance with suggestions made by the City Engineer's Office.

The suggestion for grading was made in a letter dated August 24, 1998, addressed to Wittenberg, Delony and Davidson Architects, the Architect for the Fire Station project, and reads as follows: "In lieu of the two parallel swales on the east property line can you get an agreement from the adjacent owner to have one swale on the property line? The two swales would try to erode into one. ".

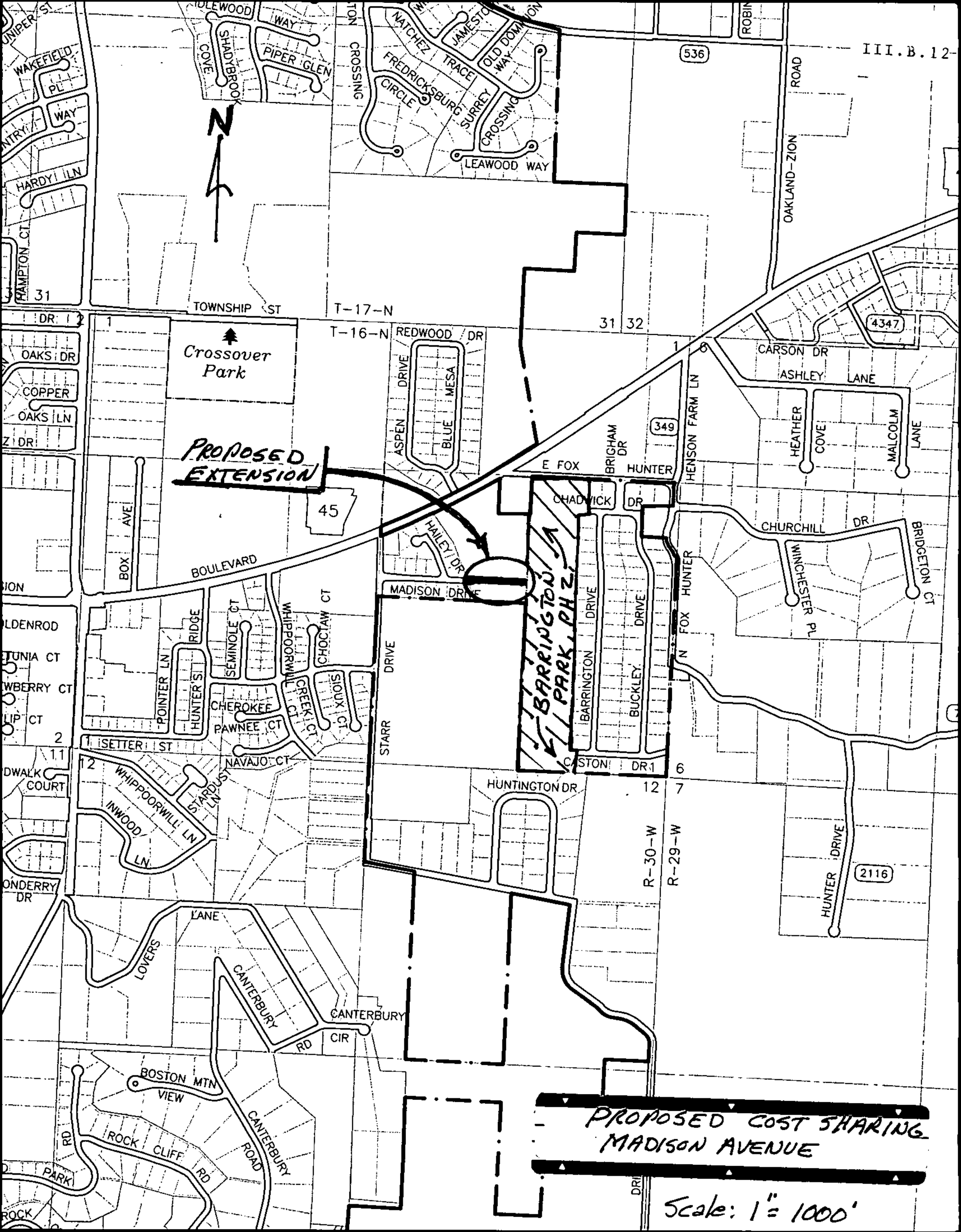
This situation has been reviewed by the Love Box Company who is in agreement that surface grading by the General Contractor on the Fire Station Project can be performed on Love Box company's property to the minimum extent possible to complete the required site drainage work. All work performed on Love Box Company's property shall be executed in a timely manner, shall not damage Love Box company's property in any way, and shall not adversely affect the current storm water flow on the property.

Authorized by:

_____ _____

Marvin Mitchell
General Manager
Love Box Company, Fayetteville, Arkansas

Date


N
PROPOSED EXTENSION
Crossover Park
BARRINGTON PARK PH 2
PROPOSED COST SHARING
MADISON AVENUE
Scale: 1" = 1000'
TOWNSHIP ST
T-17-N
T-16-N
BOULEVARD
MADISON DRIVE
STARR DRIVE
HUNTINGTON DR
E FOX
HUNTER
CHURCHILL DR
CARSON DR
ASHLEY LANE
OAKLAND-ZION ROAD
R-30-W
R-29-W
536
349
4347
2116
45
31
32

AGENDA SESSION DISTRIBUTION CHECKLIST

DATE:_____

HANDOUTS:_____

_____

_____

_____

DISTRIBUTED TO:

✓ STEPHEN MILLER	✓ Parks CHARILIE VENABLE
✓ KIT WILLIAMS	✓ JERRY ROSE
✓ CYRUS YOUNG	✓ ALETT LITTLE
✓ TRENT TRUMBO	✓ STEVE DAVIS
✓ DONNA PETTUS	✓ NWAT
✓ LEN SCHAPER	✓ MORNING NEWS
✓ HEATHER DANIEL	✓ KIX
✓ MAYOR HANNA	✓ DEMOCRAT-GAZETTE
✓ NANCY HENDRICKS	✓ ~~ROBYN~~ Marylyn/LANA
✓ BEN MAYES	✓ DEBBIE
✓ KEVIN CROSSON	✓ Heather

NOTES:_____

_____

_____

_____

Additional information

AGENDA SESSION DISTRIBUTION CHECKLIST

DATE:_____

HANDOUTS:_____

_____

_____

_____

DISTRIBUTED TO:

- ✓ STEPHEN MILLER
- ✓ KIT WILLIAMS
- ✓ CYRUS YOUNG
- ✓ TRENT TRUMBO
- ✓ DONNA PETTUS
- ✓ LEN SCHAPER
- ✓ HEATHER DANIEL
- ✓ MAYOR HANNA
- ✓ NANCY HENDRICKS
- ✓ BEN MAYES
- ✓ KEVIN CROSSON
- ✓ DEBBIE
- ✓ CHARILIE VENABLE
- ✓ JERRY ROSE
- ✓ ALETT LITTLE
- ✓ STEVE DAVIS
- ✓ NWAT
- ✓ MORNING NEWS
- ✓ KIX
- ✓ DEMOCRAT-GAZETTE
- ✓ MARILYN/LANA
- ✓ PARKS
- ✓ HEATHER

NOTES:_____

_____

_____

_____

RESOLUTION NO. _____

A RESOLUTION PROHIBITTING THE CITY
FROM INQUIRING INTO PRIVATE CONCERNS
OF ITS EMPLOYEES AND JOB APPLICANTS

WHEREAS, the City of Fayetteville should respect the privacy of its employees and prospective employees regarding non-job related activities and private beliefs.

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

Section 1. No job applicant or employee shall be asked by the city nor otherwise be required to reveal any private religious, political, or personal belief or any private activity that is not job related and does not occur when the employee is on duty.

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Sales Tax Capital Improvement Fund	Date Requested	Adjustment #
1998	Division:	09/08/98	
	Program:		

Project or Item Requested:
Additional funds are requested for the Fire Station #6 Expansion Project - project # 97076. Approval to combine funding for the Fire Station #4 Expansion with the Fire Station #6 Expansion project is also requested.

Project or Item Deleted:
Fire Station #4 Expansion project will be combined with Fire Station #6 Expansion project and use of fund balance is proposed to fund this adjustment.

Justification of this Increase:
The low bid for Fire Station #6 project was in excess of the remaining funds for the project. The proposed budget adjustment provides funding for the construction contract, a project contingency and furnishing and equipping the fire station.

Justification of this Decrease:
A budget adjustment funding Fire Station #4 Expansion will be brought forward when the contract for Fire Station #4 is presented for City Council approval. Investment earnings are sufficiently greater than budgeted to fund this adjustment.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Building Costs	215,903	4470	9470		5804	00	97076	20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Building Costs	105,425	4470	9470		5804	00	97013	1
Use of Fund Balance	110,478	4470	0947		4999	99		

Approval Signatures

Requested By	Date 9-8-98
Budget Coordinator	Date 9/8/98
Department Director	Date 9/8/98
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

Blue Copy: Budget & Research / Yellow Copy: Requester

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TENTATIVE
AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
SEPTEMBER 15, 1998

A meeting of the Fayetteville City Council will be held on September 15, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from September 1, 1998 meeting.

B. **FIRE STATION:** A resolution approving a contract change order with Wittenberg, Delony and Davidson, Inc. in the amount of $37,561.13 for additional fees for Fire Station #6 (Hollywood) and Fire Station #4 (Plainview). The additional fees reflect the increase in estimated cost for the prototype fire station.

C. **BID 98-65:** A resolution awarding Bid 98-65 to Harrison Davis Construction Company for the construction of Fire Station #6 located at 900 Hollywood St. and the approval of a contingency and a budget adjustment.

D. **OFF-LOADING FACILITY:** A resolution approving the lowest qualified bidder for the construction of an off-loading facility for the Solid Waste Division and approval of a budget adjustment.

E. **AIRPORT HANGER:** A resolution approving a contract with Garver & Garver Engineers in the amount to $26,300.40 to administer and oversee the construction of an eight-bay T-hanger for the airport.

II. OLD BUSINESS:

A. **TOWN CENTER BOND ISSUANCE:** An ordinance providing for the execution of documents needed to complete the issuance of the Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, the proceeds of which will be used to partially finance the construction of the Town Center and Parking Garage on the south side of the downtown square. In addition, the City Council is requested to grant the authority for the Budget Coordinator to execute any budget adjustments necessary to recognize the bond proceeds and bond issuance cost. The item was tabled at the April 21, 1998 meeting after its second reading.

III. NEW BUSINESS:

A. **SEWER REHABILITATION:** A resolution approving the construction contract for sewer rehabilitation with Building and Utility Contractors in the amount of $1,127,809 and a contingency of $56,390.

B. **COST SHARE:** A resolution approving a "50/50" cost-share with Ben Caston of Caston Construction for the construction of a 28 foot local street as recommended by the Planning Commission for the Barrington Parke Subdivision Phase II.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

Fire Station
I.B.1

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of Sept 15, 1998

FROM:

Mickey Jackson	Fire Operations	Fire Department
Name	Division	Department

ACTION REQUIRED: Approval of a contract change order with Wittenberg, Delony & Davidson, Inc in the amount of $37,561.13 for additional fees for Fire Station #6 (Hollywood) and Fire Station #4 (Plainview). The additional fees reflect the increase in estimated cost for the prototype fire station.

COST TO CITY:

$37,561.13	$143,983	Fire Station Exp.-#4
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5804-00	$ 38,558	
Account Number	Funds Used To Date	Program Name
97013	$105,425	Sales Tax Capital Imp.
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Cramer	8-19-98	Yolanda Fields 604	8-20-98
Accounting Manager	Date	Internal Auditor	Date
[signature]	8-19-98		
City Attorney	Date	ADA Coordinator	Date
[signature]	8-19-98		
Purchasing Officer	Date		

GRANTING AGENCY: ____

STAFF RECOMMENDATION: Staff recommends approval of this contract amendment.

Division Head ____ Date ____

Cross Reference

Department Director ____ Date ____

New Item: **Yes** **No**

Administrative Services Director [signature] Date 08-28-98

Prev Ord/Res #: ____

Mayor [signature] Date 8/28/98

Orig Contract Date: ____

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Fire Station
I.B.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Fred Hanna and City Council

From: Mickey Jackson, Fire Chief

Date: August 20, 1998

re: Architectural contract - Fire Station Expansions

The City entered into an architectural contract with Wittenberg, Delony & Davidson, Inc (WDD) on June 17, 1997 for architectural services for prototype fire station plans and specifications, development of plans and specifications for the renovation or replacement of Fire Station #4 and plans and specifications for the exterior renovation of Central Fire Station. The exterior renovation of Central Fire Station is complete.

The enclosed change order with WDD increases the architectural services fee for Fire Station #6 (Hollywood) and adds fees to prepare site development plans for Fire Station #4. The total cost of the change order is $37,561.13. By utilizing the prototype architectural plans and specifications the City is avoiding approximately $14,000 in design development costs.

The estimated construction cost of Fire Station #6 is $543,000 and will utilize all of the remaining funding for both Fire Station #6 and the Fire Station #4. Additional funding of approximately $550,000 will be needed to fund the construction cost of replacing Fire Station #4 after it is bid later this year.

If you have any questions concerning this item or the anticipated additional cost of Fire Station #4 please contact me at extension 365.

Professional Services Supplement

AIA Document G604 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

In accordance with the **AGREEMENT** dated: May 15, 1997

BETWEEN:
City of Fayetteville, Arkansas
City Administration Building
113 West Mountain Street
Fayetteville, Arkansas 72701

and:
Wittenberg, Delony & Davidson, Inc.
100 West Center
Fayetteville, Arkansas 72701

for the Project:
(Insert Project name and address as it appears in the Agreement.)
A Contract for various projects for the Fayetteville Fire Department

[XX] authorization is ~~(requested)~~ (given)
(strike one)

[XX] to proceed with Additional Services
[XX] to proceed with revised scope of Basic Services
[XX] to incur Reimbursable Expenses

OR

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services
[ ] of the need for other services

AS FOLLOWS:
Insert A:
1) Increase the budget for the new Southwest Fire Sub-Station (Hollywood) from $450,000.00 to $543,000.00
2) Add construction plans, bidding and observation for a new Northwest Fire Sub-Station (Plainview) to the scope of work with a $543,000.00 budget.

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The following adjustments shall be made to compensation and time.

Compensation:

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

1) Increase the lump sum fee for the Hollywood Station by $7,207.50 to recognize the change in the budget amount of the work.
2) Provide a fee for construction plans, bidding and observation of the Plainview Station of $27,353.63.
3) Increase the reimbursable budget by an additional $3,000.00

Time:

(Insert provisions covering time of commencement and completion of authorized services as applicable.)

Increase the contract time by one year.

Prompt written notice is required if the services indicated are not needed.

SUBMITTED BY:

R. Alderman

(Signature)

Mr. Richard Alderman, Principal Wittenberg, Delony & DAvidson, Inc.

(Printed name and title)

(Date) 8-17-98

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

(Signature)

Mr. Fred Hanna, Mayor City of Favetteville

(Printed name and title)

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100 W. Center Street, Suite 100
Fayetteville, AR 72701
(501) 443-6666
fax (501) 9515

WD&D ARCHITECTS

Memo

Date: August 27, 1998

To: Ms. Peggy Vise, City of Fayetteville Purchasing Department

From: Richard Alderman, WD&D

Copies:

Re: Fayetteville Fire Station Purchase Order #0052850 & Professional Services Supplement

---

Per your request this memo is to clarify our understanding of several issues in the proposed Professional Services Supplement to the original Owner/Architect Agreement covering projects for the Fayetteville Fire Department.

1) The purpose of the Supplement is to recognize the increase in the proposed budget of the Hollywood Station from $450,000.00 to $543,000.00 and to authorize adding work for the proposed Plainview Station to the Agreement using the same budget of $543,000.00.

2) WD&D will provide standard architectural services for the two projects and invoice the City using the revised budget of $543,000.00 until the projects(s) are bid, at the time of bid an actual construction amount will be established, and invoices for our services will be adjusted to reflect billing based on the actual construction amount(s).

3) If change orders are needed during construction, once approved, invoices for our services will be adjusted to reflect the increased cost of the change order amounts.

4) Once the Hollywood Station has been bid and the invoice amounts for the original prototype and the first station (Hollywood) have been adjusted to reflect an actual bid no further changes will be made to the invoice amounts for the prototype work. Bid amounts for further projects will only affect the phases of work that pertain to those projects and will not affect the invoice amounts for the original prototype work. If further projects require changes or adaptations to the prototype so that the original prototype drawings (drawings other than the site work) can not be used "as-is" for the subsequent projects, an appropriate adjustment for the change in the scope of the work will be made.

100 W. Center Street, Suite 100
Fayetteville, AR 72701
(501) 443-6666
fax (501) 443-9515

WD&D ARCHITECTS

Transmittal

To: Fire Department
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR

Date: 9-10-98 **Project Number:** 97059
Attention: Mickey Jackson
Re: New Fire Station

We Are Sending You:

- ☐ Shop drawings
- ☐ Copy of letter
- ☐ Specifications
- ☐ Plans
- ☐ Prints
- ☐ Samples
- ☐ Floppy disk
- ☐ _____
- ☒ Attached
- ☐ Under separate cover via:

COPIES	DATE	NO.	DESCRIPTION
1			Cover letter
1			Owner - Contractor Agreement
1			Contractor's Bid Documents
1			Authorization letter for Love Box Company

PLEASE CHECK AND ADVISE IF ENCLOSURES ARE NOT AS LISTED.

These Are Transmitted (as checked below)

- ☐ For Approval
- ☐ For your use
- ☐ For your information
- ☐ _____
- ☐ As requested
- ☐ For review and comment
- ☐ Reviewed for general compliance
- ☐ Reviewed with noted comments
- ☐ Returned for corrections
- ☐ Resubmit_____copies for approval
- ☐ Submit_____copies for distribution
- ☐ Return_____corrected prints

Remarks:

Copy To: FILE

By: WES BURGESS

WITTENBERG, DELONY & DAVIDSON, INC.

Architecture
Planning
Interior Design

Northwest Arkansas Office • 100 West Center / Suite 102 • Fayetteville, AR 72701 • FAX 501/443-9515 • 501/443-6666

September 10, 1998

Mr. Mickey Jackson
Fire Chief
113 W. Mountain St.
Fayetteville, Arkansas 72701

RE: Fire Station No. 6 Contract

Mickey:

Attached is a draft of the Owner - Contractor Agreement for your review. Along with the contract is a copy of the Contractor's bid documents and the official Bid Tabulation form. Please review these documents with the appropriate people, approve and return the contract to us as soon as possible. At that point we will transmit three copies of the final, approved contract to be executed by Harrison Davis Construction. Call me if you have any questions.

Sincerely,

WITTENBERG, DELONY & DAVIDSON, INC.

Wes Burgess
Project Architect

Bid 98-65
I.C.1

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of Sept 15, 1998

FROM:

Mickey Jackson	Fire Operations	Fire Department
Name	Division	Department

ACTION REQUIRED: Bid award for the construction of Fire Station #6 located at 900 Hollywood Street to the low bidder Harrison Davis Construction Company, approval of a project contingency and approval of a budget adjustment funding providing funds needed to construct the project and combine Fire Station #6 project with Fire Station #4 project.

COST TO CITY:

$642,000 (estimated)	$593,983	Fire Station Exp.
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5804-00	$ 76,119	
Account Number	Funds Used To Date	Program Name
97076	$517,864	Sales Tax Capital Imp.
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item XX Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Accounting Manager Date Internal Auditor Date

City Attorney Date ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends award of bid, approval of the project contingency and approval of the budget adjustment.

Division Head 9-1-98 Date

Department Director 9-1-98 Date

Administrative Services Director 9/2/98 Date

Mayor 9/2/98 Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #:_____

Orig Contract Date:_____

C:\APP\98BUD\98NOTES\FS_CONST.AGA

Bid 98-65
I.C.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Mickey Jackson, Fire Chief

DATE: September 2, 1998

SUBJECT: Agenda Item - Bid Approval Request - Fire Station No. 6

On August 27, bids from six vendors were opened for construction of Fire Station No. 6. A copy of the bid tabulation sheet is attached hereto.

The low bidder is Harrison Davis Construction Company of Fayetteville. Their bid of $589,000 is now being studied to see if we can work out any reduction. We will have a final figure for you at the Council Agenda meeting of Tuesday, September 8.

We anticipate the possibility of some additional ground preparation work at the site during construction due to unknown factors about the property. Therefore, we are asking for a five percent contingency above the bid to be used on an "as needed" basis during construction.

If you have any questions about this project, please do not hesitate to call me at 575-8365 (City ext. 365) or come by the office. Thank you for your consideration of this request.

MJ/mm

WITTENBERG, DELONY & DAVIDSON, INC.
100 WEST CENTER ST. SUITE 102 FAYETTEVILLE, AR 72701 TEL: 443-8868 FAX: 443-8515

BID TABULATION FOR: CITY OF FAYETTEVILLE NEW FIRE STATION

WD&D JOB 97059

BIDS RECEIVED: 8-27-98 AT 4:00 P.M.

BIDDERS NAME	LICENSE NO.	BID BOND	ADDEND 1	BASE BID	UNDERCUT & DISPOSAL	IMPORT & PLACE FILL	TRENCH SAFETY (INCL IN BASE BID)	MECHANICAL SUBCONTRACTOR	PLUMBING SUBCONTRACTOR	ELECTRICAL SUBCONTRACTOR	METAL ROOFING SUBCONTRACTOR	MODIFIED ROOFING SUBCONTRACTOR
BUILDINGS, INC.	0028748399	X	X	$ 684,324.00	$ 6.00	$ 8.00	$ 500.00	MEP SERVICES 0085961098	MEP SERVICES 006591098	MERIT 0018940299	NW ARK SHT MTL 0014450299	HARNESS 0018900399
HARRISON DAVIS CONSTRUCTION	0016180299	X	X	$ 589,000.00	$ 6.00	$ 7.60	$ 500.00	FISCHER/DBA IAG 0042860399	FISCHER/DBA IAG 0042860399	D & C ELEC 0012421298	HARNESS 0018900399	HARNESS 0018900399
HECKATHORN CONSTRUCTION	0023780499	X	X	$ 648,113.00	$ 7.75	$12.25	$ 500.00	FISCHER/DBA IAG 0042860399	FISCHER/DBA IAG 0042860399	D & C ELEC 0012421298	HARNESS 0018900399	HARNESS 0018900399
HUNNICUTT CONSTRUCTION	0002820699	X	X	$ 669,000.00	$ 4.00	$ 6.50	$ 500.00	FISCHER 0042860399	CHAMPION MECH 0031460399	MERIT 0018940299	HARNESS 0018900399	HARNESS 0018900399
J & L CONSTRUCTION	0032810499	X	X	$ 640,400.00	$ 5.60	$ 7.00	$ 500.00	FISCHER 0042860399	AMERICAN 006460899	MERIT 0018940299	HARNESS 0018900399	HARNESS 0018900399
OAKRIDGE BUILDERS	0006960998	X	X	$ 648,800.00	$ 6.00	$ 7.50	$ 100.00	FISCHER 0042860399	CHAMPION MECH 0031460399	MERIT 0018940299	HARNESS 0018900399	HARNESS 0018900399

BID CERTIFICATION: I hereby certify that the bids as tabulated above are correct as received.

Typed Name & Title: Richard Alderman, AIA
Principal / Project Manager

Signature: R. Alderman

Date: August 27, 199

Bid 98-65
I.C.3

Off-Loading Facility
I.D.1

STAFF REVIEW FORM

XX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Council meeting of September 15, 1998

FROM:

Cheryl Zotti	Solid Waste	Public Works
Name	Division	Department

ACTION REQUESTED: Staff request approval of the lowest qualified bidder for the construction of an off-loading facility for the Solid Waste Division. Please see attached memorandum. Approval of a budget adjustment is requested also.

COST TO CITY:

168,281 (CPB) ~~$220,000 (estimate)~~	$ 98,000	Solid Waste Improvements
Cost of this request	Category/Project Budget	Category/Project NAME
5500-5060-5816.00	0	Recycling
Account Number	Funds Used to Date	Program Name
98053	98,000*	Solid Waste
Project Number	Remaining balance	Fund

*A budget adjustment will increase this amount after the bid closes.

BUDGET REVIEW:

X Budgeted Item _____ Budget Adjustment Attached

(Blank contract form received) Budget adjustment will be attached after bid opening and prior to submission to City Council.

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Cramer 8-19-98
Accounting Manager — Date

GRANT AGENCY: _____

8-19-98
City Attorney — Date

ADA Coordinator — Date

8-19-98
Purchasing Officer — Date

Yolanda Fields 8-20-98
Internal Auditor — Date
+ copy of Gen. Cond.

STAFF RECOMMENDATION:

Zotti 8-18-98
Division Head — Date

20 Aug 98
Department Director — Date

8/20/98
Admin. Services Director — Date

8/20/98
Mayor — Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #: _____

Orig Contract Date: _____

Off-Loading Facility
I.D.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayettteville City Council

THRU: Fred Hanna, Mayor
Kevin Crosson, Public Works Director

FROM: Cheryl Zotti, Environmental Affairs Administrator

DATE: **September 2, 1998**

SUBJECT: **Off-Loading Facility**

Staff request approval of the lowest qualified bidder, John P. Marinoni Construction Company, in the amount of $152,983, plus a project contingency of $15,298, for the construction of an off-loading facility for the Solid Waste Division. We also request approval of the attached budget adjustment. Please see attached recommendation from McGoodwin, Williams and Yates, Inc., which details all bids received.

We will begin processing all materials collected in the residential recycling program in January of 1999. This change will drastically increase the volume of materials we process at our recycling center, which will require additional storage capacity. We evaluated several options which would provide the additional storage, including expanding our building, installing storage silos and building outdoor storage.

Outdoor storage proved to be the most economical option which would also allow for future expansion of materials. We are proposing constructing an outdoor off-loading facility. A simple description of this facility is a large ramp that will allow our vehicles to dump materials from a height of 8 feet into large containers. This facility is not covered or enclosed. We must incline to a height of 8 feet in order to allow for dumping into large containers, often referred to as roll-offs. Please refer to the attached drawings.

The operational use of this facility will include our vehicles driving (forward) onto the unloading area and backing-up to a container. The driver will then unload one material into a container; he will then continue to move to each of the different containers and unload the materials. He will unload seven different materials into the seven different containers before proceeding to exit the off-loading area. Once a container is full, one of three things will happen. The container will be emptied in the recycling center so that the material can be baled. Some commodities are so volume intense that it will take several containers full of that material to make a bale. Plastic is a good example, we will

wait until we have several containers before processing that material. The last thing that can happen is with glass. If a container is full of glass, it will be transported directly to the mill in Oklahoma to be processed.

Using containers as storage will allow unlimited storage capacity in the future. As our volumes increase, we can add additional containers. We visited three cities using similar facilities. We have each of the different facilities on video tape if you are interested in viewing them.

Staff requests approval of this project, bid award and budget adjustment. Staff will be present at the agenda session and City Council meeting to answer any questions. If you should have questions prior to these meetings, please call me at 444-3498. Thank you.

Off-Loading Facility
I.D.4

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

Telephone 501/443-3404 **FAX 501/443-4340**

September 1, 1998

Re: Recommendation of Award
Recycling Center Improvements: Off-Loading Facilities
City of Fayetteville, Arkansas
Project No. Fy-280

Mrs. Cheryl Zotti
Environmental Affairs Director
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Cheryl:

Bids were received September 1, 1998, for construction of the above referenced off-loading facilities project. Six bids were submitted, and the totals are shown below:

	Base Bid	Deductive Alternate No. 1	Total Bid Accepting Ded. Alt. #1
John P. Marinoni Const. Co., Inc.	$152,983.00	$ 7,374.00	$145,609.00
Mobley Contractors, Inc.	$186,334.86	$ 8,083.00	$178,251.86
Bryan & Associates	$195,200.00	$ 8,750.00	$186,450.00
Jerry D. Sweetser, Inc.	$228,841.00	$17,100.00	$211,741.00
Basic Construction Co., Inc.	$253,635.00	$24,800.00	$228,835.00
RPD Quality Construction, Inc.	$297,470.00	$ 8,250.00	$289,220.00

A copy of the certified bid tabulation is included for your reference, along with a copy of the list of persons attending the bid opening. The engineer's estimate prior to receipt of bids was $200,000.

Deductive Alternate No. 1 was included in the bid to delete the guardrail and guardrail posts, along with the cable and post assemblies, in the event the contract amount needed to be reduced to be within the monies available for the project. However, based on the low bid received, we recommend that the deductive alternate not be accepted and that the contract be awarded for the base bid including that work.

We have reviewed the Statement of Bidders Qualifications submitted by John P. Marinoni Construction Co., and based upon the information provided, we believe them to be qualified for this project. Marinoni has been in the general construction business since June, 1976. They list the total worth of work in progress and under contract at $1 million, and state they have performed an annual amount of construction work of $4.5 million for the past five years. Their recently-completed projects include a metal building for Superior Industries ($300,000) completed February, 1998, along with a project at the Fine Arts Building for the U of A ($1,100,000), completed in February, 1998. They also completed an airport drainage project for the City of Fayetteville in July, 1998, in the amount of approximately $640,000.

While we have no way of verifying the present financial condition of John P. Marinoni Construction Company, Inc., the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the notice to proceed of construction. Therefore, we recommend that the City of Fayetteville award this contract to John P. Marinoni Construction Company, Inc. in the amount bid of $152,983.00. We trust the City Council will concur in this recommendation.

The contract requires substantial completion of the project within 75 days and full completion and ready for final payment within 90 calendar days from the date of the issuance of the notice to proceed. Assuming a notice to proceed is issued effective September 21, the work should be substantially complete by about December 5, 1998.

If you have any questions, please call.

Cordially,

Charles R. Nickle, P. E.
Vice-President

CRN:sc
Enclosures

Fy280BT

Off-Loading Facility
I.D.6

TABULATION OF BIDS RECEIVED SEPTEMBER 1, 1998
Recycling Center Improvements
OFF-LOADING FACILITIES
For the City of
FAYETTEVILLE, ARKANSAS

PLANS NO.: Fy-280 PLANS DATED: AUGUST, 1998

Company: License No.: Address: City-State:	John P. Marinoni Const. Co., Inc. 0033500498 5204 S. Thompson, Unit F Springdale, AR 72764	Mobley Contractors Inc. 0003660898 P. O. Box 150 Morrilton, AR 72110	Bryan & Associates 0065010898 P. O. Box 517 Johnson, AR 72741
	Total Amount	Total Amount	Total Amount
1. Lump Sum, Off-Loading Facility	152,883.00	186,234.86	193,200.00
2. Lump Sum, Trench or Safety Excavation System	100.00	100.00	2,000.00
TOTAL BID	**$152,983.00**	**$186,334.86**	**$195,200.00**
Deductive Alternate No. 1			
Bid Item 1. Deduct the Guardrail & Guardrail Posts, & Cable & Post Assys. including Galvanized Cable	7,374.00	8,083.00	8,750.00
TOTAL BID, Accepting Ded. Alt. No. 1	**$145,609.00**	**$178,251.86**	**$186,450.00**

Company: License No.: Address: City-State:	Jerry D. Sweetser, Inc. 0027470399 590 W. Poplar Fayetteville, AR 72703	Basic Construction Co., Inc. 0043150299 Box 1208 Fayetteville, AR 72702	RPD Quality Construction Inc. 0060970399 1701 N. Sang Fayetteville, AR 72703
	Total Amount	Total Amount	Total Amount
1. Lump Sum, Off-Loading Facility	228,840.00	253,634.00	297,470.00
2. Lump Sum, Trench or Safety Excavation System	1.00	1.00	0.00
TOTAL BID	**$228,841.00**	**$253,635.00**	**$297,470.00**
Deductive Alternate No. 1			
Bid Item 1. Deduct the Guardrail & Guardrail Posts, & Cable & Post Assys. including Galvanized Cable	17,100.00	24,800.00	8,250.00
TOTAL BID, Accepting Ded. Alt. No. 1	**$211,741.00**	**$228,835.00** *	**$289,220.00**

*Mathematical Error Corrected by Engineer

McGoodwin, Williams & Yates, Inc.
Consulting Engineers
909 Rolling Hills Drive
Fayetteville, AR 72703

Certified Correct: Charles R. Nickle
Charles R. Nickle, P.E. - Arkansas No. 4544

Off-Loading Facility
I.D.7

CITY OF FAYETTEVILLE

BID ATTENDANCE SHEET

BID NO. 98-68

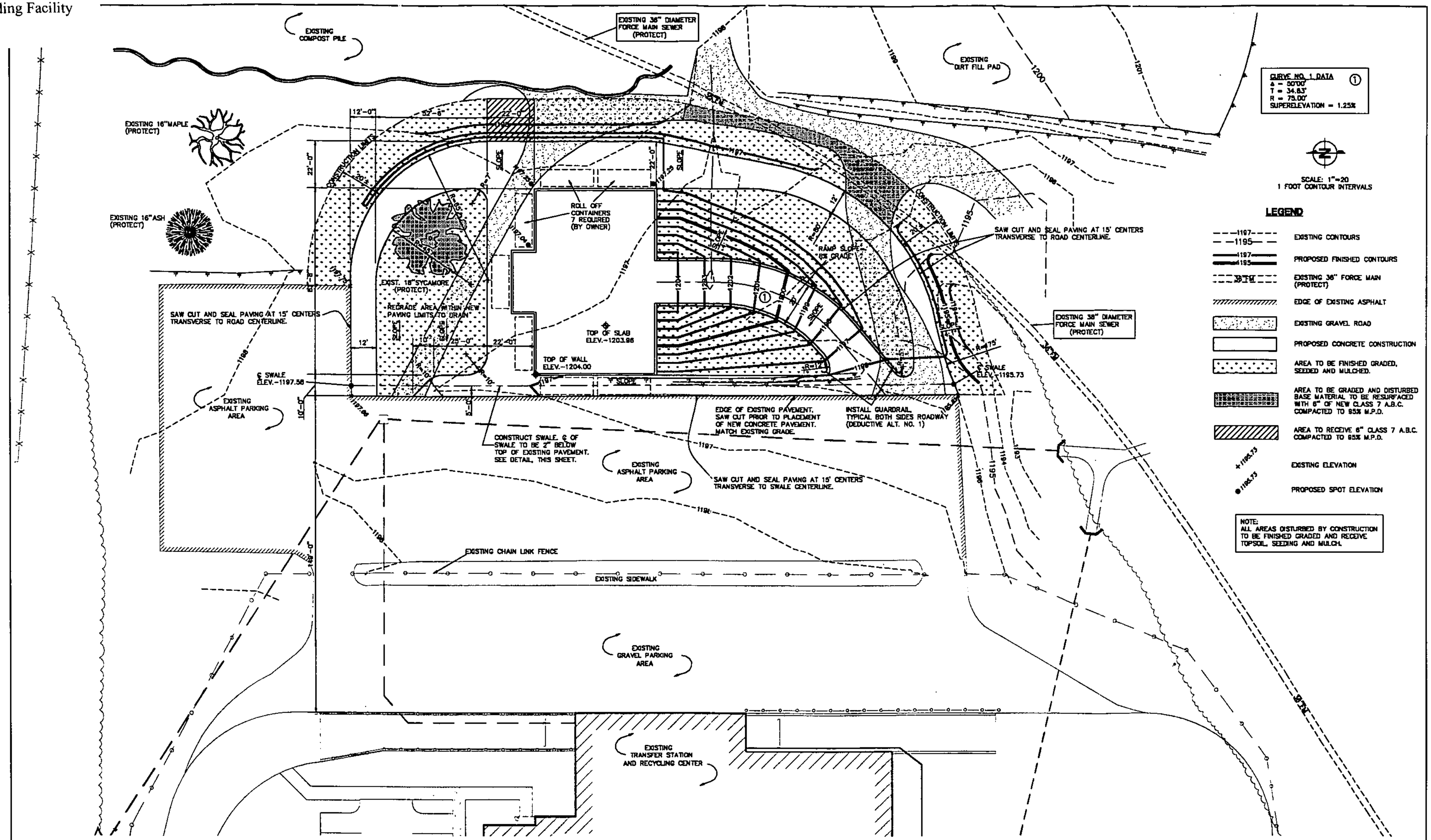
COMMODITY Recycling Center Improv

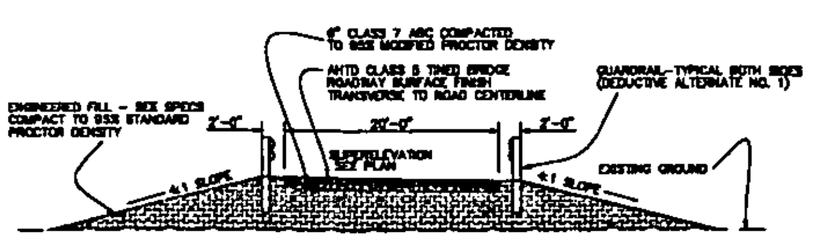
DATE: 9/1/98

TIME: 11:30 AM

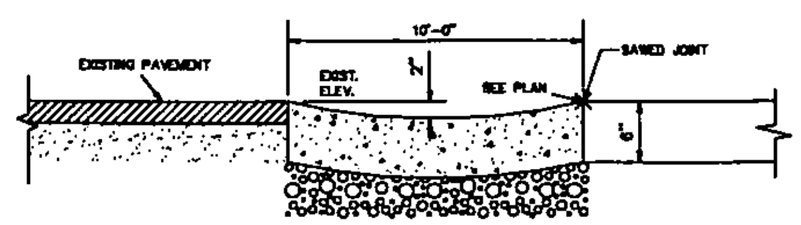
NAME	COMPANY	TITLE
1. Billy Sweetser	Sweetser Const	President
2. Jim Bryan	Bryan / Assoc	Member
3. Jeff Richard	MWY	Project Engineer
4. Chuck Mockle	MWY	V. Pres.
5. John Mannini	Mannini Const	Chm.
6. Ron Molly Jr	Molly Contractor	VP
7. ~~RPD Quality Const. Inc~~ Mail		
8. Mark Delday	RPD Quality Const. Inc	Pres.
9. PV Lee	City of Fay	Pur. Mgr
10. R Williams	City Fay	Pur Tech
11. W. Hamm	City	SW
12. Chgitt	City	SW

Off-Loading Facility
I.D.8





TYPICAL RAMP SECTION
1" = 10'-0"
(LOOKING SOUTH)



CONCRETE SWALE DETAIL
N.T.S.

RECYCLING CENTER IMPROVEMENTS
OFF-LOADING FACILITIES
FAYETTEVILLE, ARKANSAS

GRADING AND LAYOUT PLAN C1

© 1996 McGOODWIN, WILLIAMS AND YATES, INC.
CONSULTING ENGINEERS-FAYETTEVILLE, ARK.
DRAWN BY S.A.K.
PLANS NO. FY-280

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____,

in the year 19_____ by and between _____

_____ (hereinafter called OWNER) and

_____

(hereinafter called CONTRACTOR).

Owner 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 is generally described as follows:

> Recycling Center Improvements; Off-Loading Facilities, and all associated items, which consists of all items as set out in the Bid (City of Fayetteville Bid No. 98-68), and these Plans and Specifications No. Fy-280, dated August, 1998, including all work required for a complete installation.

Article 2. ENGINEER

The Project has been designed by McGoodwin, Williams and Yates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES

3.1 The Work will be substantially completed and in service within seventy-five (75) days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within ninety (90) days after the date when the Contract Times commence to run. These Contract Times include delays for normal (average) weather-related events, such as rain, snow, and freezing temperatures which may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor.

Aug-18-98 12:12P Fay Solid Waste Division 501 444-3478 P.01

Days Included in Contract Times for Normal Weather-Related Events (On A Monthly Basis)

January	11
February	9
March	8
April	8
May	8
June	8
July	5
August	6
September	6
October	6
November	6
December	9

The Contractor shall include within the Contract Times the respective number of days (as shown above for each month during the Contract) for normal weather-related events which may cause delays in the progress of the Work, and place a sufficient work force on the project to ensure completion of the Work within the Contract Times.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any 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 Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner two hundred 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 Owner, Contractor shall pay Owner two hundred 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

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds for the performance of the Contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, for unit and lump sum prices in the Bid, the total sum being

_____ ($_____).
(use words) (figures)

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by

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Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments; Retainage. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on the last Friday of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, 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 95% of the Work completed.

100% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

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6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 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 (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.2 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 4.2 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 Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. 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 be 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 Owner 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 Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

7.1 This Agreement.

7.2 Exhibits to this Agreement.

7.3 Performance, Payment and other Bonds.

7.4 Notice to Proceed.

7.5 General Conditions.

7.6 Supplementary Conditions.

7.7 Specifications consisting of divisions and sections as listed in the Table of Contents.

7.8 Drawings consisting of three sheets.

7.9 Addenda numbers _____ to _____, inclusive.

7.10 Contractor's bid.

7.11 Documentation submitted by Contractor prior to Notice of Award.

7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 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 paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 The Contractor and all Subcontractors shall pay not less than the minimum prevailing hourly wage rates as found by the Arkansas Department of Labor or as determined by the Court on appeal to all workmen performing work under the Contract.

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8.3 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.

8.4 Owner and Contractor each binds itself, its 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.

8.5 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 Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 19_____
(which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
_____	_____
_____	_____
By:_____	By:_____
[Corporate Seal]	[Corporate Seal]
Attest _____	Attest_____
Address for Giving Notices	Address for Giving Notices
_____	_____
_____	_____

Aug-18-98 12:13P Fay Solid Waste Division 501 444-3478 P.06

Airport Hanger
I.E.1

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
___ GRANT REVIEW
For the Fayetteville City Council meeting of July 21, 1998

FROM: Dale Frederick (Name) | Airport (Division) | General Gvmt. (Department)

ACTION REQUIRED: The Airport requests approval of the contract with Garver & Garver Engineers in the amount of $26,300.40 to administer and oversee the construction of the Airport's new eight-bay T-Hangar Building. This is a budgeted project for this year. Garver & Garver was selected to do this project by the City's Engineering Selection Committee, and the contract's scope and costs have been reviewed and approved by the City's Engineering Department staff. The Airport Board approved this contract at its August 6, 1998 meeting.

COST TO CITY:

$ 26,300.40 (Cost of this Request)	$ 223,000.00 (Category/Project Budget)	T-Hangar Construction (Category/Project Name)
5550-3960-5804.00 (Account Number)	$ 0.00 (Funds used to date)	n/a (Program Name)
98056 (Project Number)	$ 223,000.00 (Remaining Balance)	Airport (Fund)

BUDGET REVIEW: XX Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:** _____

Marilyn J Gramer 8-25-98
Accounting Manager — Date | ADA Coordinator — Date

8-27-98 Yolanda Fields 8-26-98
City Attorney — Date | Internal Auditor — Date

P Vice 8-26-98
Purchasing Officer — Date

STAFF RECOMMENDATION: Staff recommends approval.

Aug 25, 1998
Division Head — Date

Department Director — Date 9/1/98

Administrative Services Director — Date 9/1/98

Mayor — Date

Cross Reference

New Item: Yes No

Pre Or/Res#: _____

Orig.Cont.Date

Airport Hanger
I.E.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: **Fayetteville City Council**

THRU: **Fred Hanna, Mayor**

FROM: **Dale Frederick, Airport Manager**

DATE: **August 25, 1998**

SUBJECT: **T-Hangar Engineering Contract**

The Airport requests approval of the contract with Garver & Garver Engineers in the amount of $26,300.40 to administer and oversee construction of the Airport's new eight-bay T-Hangar Building. This is a budgeted capital improvement project for this year. Garver & Garver was selected for this project by the City's Engineering Selection Committee and the contract's scope and cost have been reviewed and approved by the City's Engineering Department staff. The Airport Board approved this contract at its August 6, 1998 meeeting.

Attachments: Staff Review
Garver & Garver Contract
Engineering Dept. Review Memo

DF/dg

Airport Hanger
I.E.3

Garver and Garver
Engineers
[illegible] North Block
P.O. Box 930
Fayetteville, Arkansas 72702
501-443-7237
FAX 501-443-0503

Garver+Garver

A Garverplus Company

July 28, 1998

Mr. Dale Frederick
Airport Manager
Fayetteville Municipal Airport / Drake Field
113 West Mountain
Fayetteville, AR 72703

Re: Proposal for Surveying and Engineering Services
Eight Bay T-Hangar

Dear Mr. Frederick:

We appreciate the opportunity to submit to you a proposal for surveying and engineering services for the above referenced project. Please find below my understanding of the scope of services that you require.

Scope of Services:

Surveying

- Topographical survey
- Locate existing features such as:
  - existing utilities (using utility company marking)
  - pavement edges
  - building corners
  - drainage pipe inverts
- Develop existing contour drawing

Engineering

- Prepare Drainage Report
- Prepare Large Scale Development
- Locate new hangar building on-site plan
- Develop New Utility Plan
- Show clearances between T-hangars
- Develop Foundation Plan

Construction Observation

- Provide Periodic Construction Observation
  (In conjunction with other on-going projects at Drake Field)

Geotechnical Investigation

- Perform three (3) Soil Borings and analyses

A breakdown as to the estimated cost to complete the above referenced scope of work is shown in the attachments (4 pages). We are prepared to begin work on this project immediately should you so authorize. If this proposal is acceptable to you please sign the authorization below and return a copy for our files.

Again, thank you for the opportunity to propose on this project. Should you have any questions or comments, please do not hesitate to give me a call.

Cordially yours,
Garver+Garver, P.A.

Bob Bryant, PE
Vice President / Branch Manager

BB:ll
Enclosures

Garver+Garver, P.A. is authorized to begin work in accordance with this letter of proposal.

Signature	Title	Date

FAYETTEVILLE MUNICIPAL AIRPORT

8-Bay T-Hangar Construction - Engineering Services

Plans and Specifications Preparation, Construction Support Services

Plans and Specifications Preparation

1. Perform needed on-site surveys to support design process. Complete airspacing forms, city-required drainage plan, Large Scale Development, and utility searches.

2. Prepare final plans and specifications for an eight-bay general aviation hangar. Construction documents to be prepared for a "turnkey" building project, with contractor providing detailed construction schedule and plans. Incorporate comments from Airport staff during design. Prepare final construction and project cost estimates.

	1	2	Total
Sr. Project Manager	2	2	4
Sr. Project Engineer	6	18	24
Project Engineer	0	0	0
Sr. Design Engineer	20	30	50
Design Engineer	12	40	52
Technician/Draftsman	4	24	28
Survey Crew	8	0	8
Construction Engineer	0	0	0
Construction Observer	0	2	2
Typist	0	8	8

FAYETTEVILLE MUNICIPAL AIRPORT

8-Bay T-Hangar Construction - Engineering Services

Construction Contract Administration

1. Coordinate advertisement and bid dates with airport staff. Dispense plans to prospective bidders, support plans through bidding process. Prepare bid tabulation, recommendation of award, execution of contract, coordination of notice to proceed. Prepare for and conduct preconstruction conference as needed.

2. Review and correct/approve contractor's construction materials submittals for conformance with contract documents. Prepare contractor's pay estimates. Prepare and forward request for reimbursement forms for Board review and signature. Review and submit contractor's pay estimates.

	1	2	Total
Sr. Project Manager	2	1	3
Sr. Project Engineer	8	6	14
Project Engineer	0	0	0
Sr. Design Engineer	16	12	28
Design Engineer	8	8	16
Technician/Draftsman	6	8	14
Survey Crew	0	0	0
Construction Engineer	0	2	2
Construction Observer	2	8	10
Typist	2	12	14

FAYETTEVILLE MUNICIPAL AIRPORT

8-Bay T-Hangar Construction - Engineering Services

Construction Support Services

1. Surveys for Construction - Establish survey baselines adequate for contractor's layout of the project.

2. Provide part-time construction observation for the estimated 45-day construction contract performance time. Coordinate contractor and airport operations during construction. Provide clerical and engineering support for the construction observer. Conduct project and design engineer visits to the job site to resolve construction problems. Prepare record drawings.

	1	2	Total
Sr. Project Manager	0	4	4
Sr. Project Engineer	0	4	4
Project Engineer	0	0	0
Sr. Design Engineer	0	8	8
Design Engineer	2	0	2
Technician/Draftsman	0	6	6
Survey Crew	4	0	4
Construction Engineer	0	6	6
Construction Observer	4	100	104
Typist	0	0	0

FAYETTEVILLE MUNICIPAL AIRPORT 07/28/98

8-Bay T-Hangar Construction - Engineering Services

Plans and Specifications Preparation, Construction Support Services

DIRECT SALARY COST	Plans and Specifications Preparation		Construction Contract Administration		Construction Support Services	
	MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST
Sr. Project Manager	4	$148.80	3	$111.60	4	$148.80
Sr. Project Engineer	24	$648.00	14	$378.00	4	$108.00
Project Engineer	0	$0.00	0	$0.00	0	$0.00
Sr. Design Engineer	50	$940.00	28	$526.40	8	$150.40
Design Engineer	52	$816.40	16	$251.20	2	$31.40
Technician/Draftsman	28	$490.00	14	$245.00	6	$105.00
Survey Crew	8	$240.00	0	$0.00	4	$120.00
Construction Engineer	0	$0.00	2	$74.40	6	$223.20
Construction Observer	2	$36.60	10	$183.00	104	$1,903.20
Typist	8	$97.60	14	$170.80	0	$0.00
Subtotal - Salaries		$3,417.40		$1,940.40		$2,790.00
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (150%)		$5,126.10		$2,910.60		$4,185.00
DIRECT NON-PAYROLL COSTS						
Geotechnical Investigation		$2,500.00				
Reproduction		$60.00		$41.00		$141.00
Survey Supplies		$75.00		$0.00		$0.00
Computer Rental		$200.00		$19.00		$0.00
Mileage/Travel		$50.00		$0.00		$27.00
Subtotal - Direct Cost		$2,885.00		$60.00		$168.00
Subtotal Costs		$11,428.50		$4,911.00		$7,143.00
PROFESSIONAL FEE (profit)		$1,371.42		$589.32		$857.16
Subtotal:		$12,799.92		$5,500.32		$8,000.16

TOTAL: **$26,300.40**

Prepared by _____ Date 7/28/98
Garver & Garver, P. A.

Airport Hanger
I.E.9

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

RECEIVED JUL 09 1998

DEPARTMENTAL CORRESPONDENCE

To: Dale Frederick, Airport Manager

Thru: Don Bunn, City Engineer

From: Sid Norbash, Staff Engineer

Date: July 8, 1998

Re: **Independent Cost Review / Engineering Services Contract Review - Garver and Garver (a) 8-Bay T-Hanger (b) Airfield Lighting Rehabilitation**

In reference to your memorandum of June 1, 1998, to the City Engineer, Don Bunn, I have reviewed the contract and the following are my comments:

T-Hanger Project:

The level of engineering effort matches the scope of the work. In my opinion, the fact that this project will have to go through large scale development process by the City of Fayetteville justifies the hours involved. Therefore, the total contract price of $26,300.00 appears to be within the guidelines, and reasonable.

Airfield Lighting Rehabilitation:

The hours allocated for this project seemed high at first review that I conducted. Per my request I met with the Engineer and Don Green of your office, and learned more about the scope and complexity of this project.

Because a lot of the actual construction work has to be performed at night, and the nature of this project the hours involved seem reasonable, and within the guidelines, and engineering standards. The total contract price of $95,151.00 appears reasonable when compared with the scope of this project.

If I can be of any further assistance to you please advise.

SN/sn

Town Center Bond Issue
II.A. 1

STAFF REVIEW FORM

xxxx AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of April 7, 1998

FROM:

Ben R. Mayes	Adm. Services	Adm. Services
Name	Division	Department

ACTION REQUIRED: TOWN CENTER BOND ISSUANCE: The City Council is requested to approve an ordinance providing for the execution of documents needed to complete the issuance of the Hotel &Restaurant Gross Receipts Tax Bonds, Series 1998, the proceeds of which will be used to partially finance the construction of the Town Center and Parking Garage on the south side of the downtown square. In addition, the City Council is requested to grant the authority for the Budget Coordinator to execute any budget adjustments necessary to recognize the bond proceeds and bond issuance costs.

COST TO CITY:

$	$	
Cost of this Request	Category/Project Budget	Category/Project Name
-	$	
Account Number	Funds Used To Date	Program Name
	$	
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	3-25-98 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of the bond ordinance and associated budget adjustments.

Division Head	Date	Cross Reference
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	3/25/98 Date	Prev Ord/Res #:
Mayor	3/25/98 Date	Orig Contract Date:

Town Center Bond Issue
II.A.2

TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

THRU: Fred B. Hanna, Mayor

FROM: Ben R. Mayes, Administrative Services Director

DATE: September 3, 1998

RE: **Hotel & Restaurant Gross Receipts Tax Bonds, Series 1998**

As you are aware, the City, in conjunction with the Advertising & Promotion Commission has been in the process of issuing the City of Fayetteville Hotel & Restaurant Gross Receipts Tax Bonds, Series 1998 (Series 1998 Bonds) since approval by voters in August 1997. The bonds are being issued in the principal amount of $6,950,000 to assist in financing the construction of a multi-purpose civic center (commonly known as the Town Center) to be located on the south side of the downtown square. The project also will include the construction of a multi-level parking garage which will be used to serve the Town Center and the downtown area.

The Series 1998 Bonds will be repaid by revenues generated from the City's 1% Hotel/Motel/Restaurant (HMR) tax for advertising and promotion. In addition to the HMR tax revenues, state tourist turnback revenues received, if any, in conjunction with the operation of the Town Center will be used to pay debt service. The bonds will be on a parity with the Hotel & Restaurant Gross Receipts Tax Bonds, Series 1995, (Series 1995 Bonds) which were issued to refund the bonds related to the Continuing Education Center.

The Series 1998 Bonds will be repaid over a period not to exceed 22 years. The bonds are subject to optional redemption at par plus accrued interest on and after October 1, 2007. The earliest optional redemption date is October 1, 2005 at which time the bonds are redeemable at 101% of par plus accrued interest.

The Bank of Oklahoma will serve as trustee and paying agent on the bonds. Bank of Oklahoma, N.A. is the trustee on the Series 1995 Bonds. To date, they have provided excellent service.

Since the bond documents were last submitted to you earlier this year, there has been one revision. The revision is in the bond ordinance, which now includes language to limit the average coupon interest rate on the issue to prevailing market rates not to exceed 5.75%. This provision will allow the Mayor and the other parties involved in the bond issue the flexibility

113 WEST MOUNTAIN 72701 501-521-7700
FAX 501-575-8257

to issue the bonds at some point during the next few months when the market seems most favorable. The following is a summary of other major provisions of the ordinance:

1. The ordinance authorizes the Mayor and City Clerk the execute all necessary bond documents within the provisions approved by the City Council.

2. The ordinance authorizes the issuance and sale of the Series 1998 Bonds to Llama Company of Fayetteville and Stephens, Inc. of Little Rock as provided for in a separate Bond Purchase Agreement.

3. The ordinance authorizes the preparation and distribution of a Preliminary Official Statement (POS), which sets forth information concerning the issue and is utilized in the marketing of the bonds.

4. The ordinance authorizes execution of a separate First Supplemental Trust Indenture, which describes the terms and conditions upon which the Series 1998 Bonds are to be executed, authenticated, issued, accepted, held, and secured as prescribed in the original Trust Indenture by and between the City of Fayetteville and Bank of Oklahoma, N.A.

5. Finally, the ordinance provides for authority to be given to the Mayor and City Clerk to execute and deliver all documents necessary to close the bond issue.

It should be noted that as the bidding of the project is completed, approval of bid document contracts will be brought for separate approval. Should you have any questions concerning any of the enclosed documents, please feel free to contact me at 575-8330.

BRM/bts

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX BONDS, SERIES 1998, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF PROVIDING FINANCING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONAL CONVENTION FACILITIES AND RELATED PARKING FACILITIES; AUTHORIZING THE SALE OF THE SERIES 1998 BONDS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE SERIES 1998 BONDS FROM THE CITY'S 1977 HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND OTHER SOURCES; ESTABLISHING THE PRINCIPAL MATURITIES, INTEREST RATES AND PRICE OF THE SERIES 1998 BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, under the authority of Ordinance No. 2310, duly adopted and passed March 1, 1977, as amended by Ordinance No. 2315, approved on March 15, 1977, the City established a City Advertising and Promotion Commission (the "Commission") and levied a one cent tax upon the gross receipts of hotels, motels, restaurants, cafes, cafeterias and other establishments providing lodging or selling food for on-premises consumption in the City (the "1977 Hotel and Restaurant Gross Receipts Tax") pursuant to Act No. 185 of 1965, as amended ("Act No. 185"); and

WHEREAS, the City issued its Continuing Education Center Revenue Bonds, Series 1979 (the "1979 Bonds"), under the authority of Act No. 185 and Act No. 380 of 1971 ("Act No. 380") and particularly under Ordinance No. 2567 of the City, duly adopted and passed October 22, 1979;

WHEREAS, the City of Fayetteville, Arkansas (the "City") constructed the convention facilities known as the Continuing Education Center (the "Convention Facilities") with the proceeds of the 1979 Bonds, which Convention Facilities are leased to the Board of Trustees of the University of Arkansas; and

WHEREAS, the 1979 Bonds were refunded and redeemed when the City issued its $2,675,000 Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 1995 (the "1995 Bonds")

WHEREAS, the Trust Indenture securing the 1995 Bonds provides for the issuance of bonds on a parity with the 1995 Bonds to construct additional convention facilities; and

WHEREAS, at a Special Election held on August 5, 1997, the electors within the City approved the issuance of not to exceed $6,950,000 principal amount of Hotel and Restaurant Gross Receipts Tax Bonds to finance the construction of the Fayetteville Town Center as a new, multi-purpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking ("Additional Convention Facilities"); and

WHEREAS, the Commission has recommended to the City Council of the City, and the City Council has determined, that it is in the best interest of the City to proceed with the issuance of the 1998 Bonds and construct the Additional Convention Facilities; and

WHEREAS, the City is authorized under the Advertising and Promotion Commission Act, as amended, Arkansas Code Annotated (Repl. 1997) §§26-75-601 through 618, (Repl. 1997) (the "Act") and the City-County Tourist Meeting and Entertainment Facilities Assistance Law, as amended, Arkansas Code Annotated §§14-171-201 through 217, (1987 & Supp. 1997) (the "Turnback Law") to issue and sell revenue bonds for the purpose of constructing the Additional Convention Facilities; and

WHEREAS, to secure funds necessary (together with the moneys to be contributed by the Commission and money and property to be contributed by the City) to construct the Additional Convention Facilities, to establish a reserve fund and to finance the printing, legal, underwriting, and other costs incidental to the issuance of revenue bonds for this purpose, the City has determined to issue revenue bonds in an aggregate principal amount of $6,950,000 Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Series 1998 Bonds"); and

WHEREAS, the City has determined to issue the Series 1998 Bonds under and pursuant to a First Supplemental Trust Indenture (the "Supplemental Indenture") by and between the City and Bank of Oklahoma N.A., Tulsa, Oklahoma, as Trustee (the "Trustee"), a form of which has been presented to and is before this meeting; and

WHEREAS, a Preliminary Official Statement (the "Preliminary Official Statement"), a form of the final Official Statement ("Official Statement") offering the Series 1998 Bonds for sale and a Bond Purchase Agreement have been presented to and are before this meeting.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas:

Section 1. Construction of Additional Convention Facilities. That the construction of the Additional Convention Facilities be accomplished. The Mayor and City Clerk are hereby authorized to take or cause to be taken all action necessary to accomplish the project and to execute all required documents.

Section 2. Issuance and Sale of Series 1998 Bonds. That under the authority of the Constitution and laws of the State of Arkansas, including particularly the Act and the Turnback Law, City of Fayetteville, Arkansas Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, are hereby authorized in the total principal amount of $6,950,000, the proceeds of the sale of which are necessary to provide sufficient funds, together with other funds available, to pay the cost of constructing the Additional Convention Facilities in the form of a multipurpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking, establishing a debt service reserve for the Series 1998 Bonds, and paying the costs of issuing the Series 1998 Bonds. The Series 1998 Bonds shall be sold to Llama Company and Stephens Inc. (the "Purchasers") pursuant to the terms and conditions of a Bond Purchase Agreement in substantially the form

exhibited at this meeting, upon the terms and conditions set forth therein. The Mayor is hereby authorized to confer with the Purchasers of the Series 1998 Bonds in order to complete the Bond Purchase Agreement and he is further authorized to execute the Bond Purchase Agreement on behalf of the City, an executed copy of which shall be filed with the permanent records of the City.

Section 3. Details of Series 1998 Bonds. That the Series 1998 Bonds shall mature on October 1 of the years and in the principal amounts stated in the Bond Purchase Agreement. That the Series 1998 Bonds shall bear interest payable semiannually on April 1 and October 1 of each year at prevailing market rates as stated in the Bond Purchase Agreement but not to exceed an average coupon of five and seventy five hundredths percent (5.75 %). That the Series 1998 Bonds shall be sold at the prices set forth in the Bond Purchase Agreement.

Section 4. Preliminary Official Statement and Official Statement. That the Mayor is hereby authorized to approve the Preliminary Official Statement, in substantially the form submitted at this meeting with such changes as shall by approved by the Mayor, and to deem it final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission and its distribution is hereby authorized. That there be, and there is hereby, authorized the distribution to various prospective and actual purchasers of the Bonds of a final Official Statement in the name of the Issuer, describing the City, the Series 1998 Bonds, the Supplemental Indenture, and setting forth such other information as may be determined to be necessary or desirable by the Purchasers. The Mayor is authorized to execute such Official Statement on behalf of the City and to confer with the Purchasers of the Series 1998 Bonds in order to complete the Official Statement.

Section 5. First Supplemental Trust Indenture. That to prescribe the terms and conditions upon which the Series 1998 Bonds are to be executed, authenticated, issued, accepted, held, and secured, the Mayor is hereby authorized and directed to execute and acknowledge a First Supplemental Trust Indenture by and between the City and Bank of Oklahoma N.A., as Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Supplemental Indenture and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Supplemental Indenture to be accepted, executed, and acknowledged by the Trustee. The Supplemental Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions of the Supplemental Indenture pertaining to the maintenance of the City's 1977 Hotel and Restaurant Gross Receipts Tax at the rate of not less than 1%, the deposit and handling of revenues, and the terms of the Series 1998 Bonds. The Mayor is hereby authorized to confer with the Trustee and others in order to complete the Supplemental Indenture and to execute and deliver the same on behalf of the City in substantially the form presented to this meeting, with such changes as shall be approved by him, his execution to constitute conclusive evidence of such approval.

Section 6. Execution and Delivery of Documents. That the Mayor and the City Clerk are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Bond Purchase Agreement, the Supplemental Indenture, a Continuing Disclosure Agreement, and a Tax Regulatory Agreement providing for the exclusion of interest on the Series 1998 Bonds from federal income taxation, and the performance of all obligations of the City under each such agreement, the issuance, execution, sale, and delivery of the Series 1998 Bonds, the

distribution of the Preliminary Official Statement and an Official Statement, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred hereby.

Section 7. Tax-Exempt Obligations. The Series 1998 Bonds are hereby designated as a "Qualified Tax-Exempt Obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City represents that the aggregate principal amount of its Qualified Tax-Exempt Obligations (excluding "Private Activity Bonds" within the meaning of Section 141 of the Code which are not "Qualified 501(c)(3) Bonds" within the meaning of Section 145 of the Code), including those of its subordinate entities, issued in calendar year 1998 is not expected to exceed $10,000,000.

Section 8. Clerk to File Documents. That the City Clerk is hereby authorized and directed to file in the office of the City Clerk, as a part of the minutes of the meetings at which this Ordinance is adopted, for inspection by any interested person, a copy of the Bond Purchase Agreement, the Supplemental Indenture, and the Preliminary Official Statement in the forms presented to the City Council at this meeting.

Section 9. Powers of Commission. That the powers and authority of the Commission under the Act and the Turnback Law and prior ordinances of the City and all actions of the Commission taken or to be taken thereunder with respect to the Series 1998 Bonds, are hereby ratified, confirmed, and continued.

Section 10. No Rights Until Series 1998 Bonds Delivered. That this Ordinance shall not create any right of any kind and no right of any kind shall arise hereunder or pursuant hereto until the Series 1998 Bonds authorized by this Ordinance shall be issued and delivered.

Section 11. Severability. That the provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 12. Conflicts Repealed. That all ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Adopted: _____, 1998.

APPROVED:

ATTEST:

_____
Fred B. Hanna, Jr., Mayor

_____
Heather Woodruff, City Clerk

(S E A L)

H:\business\vmccarron\Clients\Fayetteville\10422-5\Ord70298.wpd

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX BONDS, SERIES 1998, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF PROVIDING FINANCING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONAL CONVENTION FACILITIES AND RELATED PARKING FACILITIES; AUTHORIZING THE SALE OF THE SERIES 1998 BONDS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE SERIES 1998 BONDS FROM THE CITY'S 1977 HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND OTHER SOURCES; ESTABLISHING THE PRINCIPAL MATURITIES, INTEREST RATES AND PRICE OF THE SERIES 1998 BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, under the authority of Ordinance No. 2310, duly adopted and passed March 1, 1977, as amended by Ordinance No. 2315, approved on March 15, 1977, the City established a City Advertising and Promotion Commission (the "Commission") and levied a one cent tax upon the gross receipts of hotels, motels, restaurants, cafes, cafeterias and other establishments providing lodging or selling food for on-premises consumption in the City (the "1977 Hotel and Restaurant Gross Receipts Tax") pursuant to Act No. 185 of 1965, as amended ("Act No. 185"); and

WHEREAS, the City issued its Continuing Education Center Revenue Bonds, Series 1979 (the "1979 Bonds"), under the authority of Act No. 185 and Act No. 380 of 1971 ("Act No. 380") and particularly under Ordinance No. 2567 of the City, duly adopted and passed October 22, 1979;

WHEREAS, the City of Fayetteville, Arkansas (the "City") constructed the convention facilities known as the Continuing Education Center (the "Convention Facilities") with the proceeds of the 1979 Bonds, which Convention Facilities are leased to the Board of Trustees of the University of Arkansas; and

WHEREAS, the 1979 Bonds were refunded and redeemed when the City issued its $2,675,000 Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 1995 (the "1995 Bonds")

WHEREAS, the Trust Indenture securing the 1995 Bonds provides for the issuance of bonds on a parity with the 1995 Bonds to construct additional convention facilities; and

WHEREAS, at a Special Election held on August 5, 1997, the electors within the City approved the issuance of not to exceed $6,950,000 principal amount of Hotel and Restaurant Gross Receipts Tax Bonds to finance the construction of the Fayetteville Town Center as a new, multi-purpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking ("Additional Convention Facilities"); and

WHEREAS, the Commission has recommended to the City Council of the City, and the City Council has determined, that it is in the best interest of the City to proceed with the issuance of the 1998 Bonds and construct the Additional Convention Facilities; and

WHEREAS, the City is authorized under the Advertising and Promotion Commission Act, as amended, Arkansas Code Annotated (Repl. 1997) §§26-75-601 through 618, (Repl. 1997) (the "Act") and the City-County Tourist Meeting and Entertainment Facilities Assistance Law, as amended, Arkansas Code Annotated §§14-171-201 through 217, (1987 & Supp. 1997) (the "Turnback Law") to issue and sell revenue bonds for the purpose of constructing the Additional Convention Facilities; and

WHEREAS, to secure funds necessary (together with the moneys to be contributed by the Commission and money and property to be contributed by the City) to construct the Additional Convention Facilities, to establish a reserve fund and to finance the printing, legal, underwriting, and other costs incidental to the issuance of revenue bonds for this purpose, the City has determined to issue revenue bonds in an aggregate principal amount of $6,950,000 Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Series 1998 Bonds"); and

WHEREAS, the City has determined to issue the Series 1998 Bonds under and pursuant to a First Supplemental Trust Indenture ~~to be dated as of _____ 1, 1998~~(the "Supplemental Indenture") by and between the City and Bank of Oklahoma N.A., Tulsa, Oklahoma, as Trustee (the "Trustee"), a form of which has been presented to and is before this meeting; and

WHEREAS, a Preliminary Official Statement (the "Preliminary Official Statement"), a form of the final Official Statement ("Official Statement") offering the Series 1998 Bonds for sale and a Bond Purchase Agreement have been presented to and are before this meeting.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas:

Section 1. Construction of Additional Convention Facilities. That the construction of the Additional Convention Facilities be accomplished. The Mayor and City Clerk are hereby authorized to take or cause to be taken all action necessary to accomplish the project and to execute all required documents.

Section 2. Issuance and Sale of Series 1998 Bonds. That under the authority of the Constitution and laws of the State of Arkansas, including particularly the Act and the Turnback Law, City of Fayetteville, Arkansas Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, are hereby authorized in the total principal amount of $6,950,000, the proceeds of the sale of which are necessary to provide sufficient funds, together with other funds available, to pay the cost of constructing the Additional Convention Facilities in the form of a multipurpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking, establishing a debt service reserve for the Series 1998 Bonds, and paying the costs of issuing the Series 1998 Bonds. The Series 1998 Bonds shall be sold to Llama Company and Stephens Inc. (the "Purchasers") pursuant to the terms and conditions of a Bond Purchase Agreement in substantially the form

exhibited at this meeting, upon the terms and conditions set forth therein. The Mayor is hereby authorized to confer with the Purchasers of the Series 1998 Bonds in order to complete the Bond Purchase Agreement and he is further authorized to execute the Bond Purchase Agreement on behalf of the City, an executed copy of which shall be filed with the permanent records of the City.

Section 3. Details of Series 1998 Bonds. That the Series 1998 Bonds shall mature on October 1 of the years ~~1998 through 2017, inclusive, in the amounts,~~ and in the principal amounts stated in the Bond Purchase Agreement. That the Series 1998 Bonds shall bear interest payable semiannually on April 1 and October 1 of each year~~, commencing October 1, 1998, at the rates, and~~ at prevailing market rates as stated in the Bond Purchase Agreement but not to exceed an average coupon of five and seventy five hundredths percent (5.75 %). That the Series 1998 Bonds shall be sold at the prices set forth in the Bond Purchase Agreement. ~~all as set forth below:~~

~~Date~~
~~(October 1)~~

~~1998~~
~~1999~~
~~2000~~
~~2001~~
~~2002~~
~~2003~~
~~2004~~
~~2005~~
~~2006~~
~~2007~~
~~2008~~
~~2009~~
~~2010~~
~~2011~~
~~2012~~
~~2013~~
~~2014~~
~~2017* Principal~~
~~Amount~~

~~$~~
~~Coupon~~

~~Yield~~

~~*Term Bonds.~~

Section 4. Preliminary Official Statement and Official Statement. That the Mayor is hereby authorized to approve the Preliminary Official Statement, ~~as distributed, is deemed~~ in substantially the form submitted at this meeting with such changes as shall by approved by the Mayor, and to deem it final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission and its distribution is hereby ~~ratified~~ authorized. That there be, and there is hereby, authorized the distribution to various prospective and actual purchasers of the Bonds of a final Official Statement in the name of the Issuer, describing the City, the Series 1998 Bonds, the Supplemental Indenture, and setting forth such other information as may be determined to be necessary or desirable by the Purchasers. The Mayor is authorized to execute such Official Statement on behalf of the City and to confer with the Purchasers of the Series 1998 Bonds in order to complete the Official Statement ~~in substantially the form submitted to this meeting with such changes as shall be approved by the Mayor~~.

Section 5. First Supplemental Trust Indenture. That to prescribe the terms and conditions upon which the Series 1998 Bonds are to be executed, authenticated, issued, accepted, held, and secured, the Mayor is hereby authorized and directed to execute and acknowledge a First Supplemental Trust Indenture by and between the City and Bank of Oklahoma N.A., as Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Supplemental Indenture and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Supplemental Indenture to be accepted, executed, and acknowledged by the Trustee. The Supplemental Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions of the Supplemental Indenture pertaining to the maintenance of the City's 1977 Hotel and Restaurant Gross Receipts Tax at the rate of not less than 1%, the deposit and handling of revenues, and the terms of the Series 1998 Bonds. The Mayor is hereby authorized to confer with the Trustee and others in order to complete the Supplemental Indenture and to execute and deliver the same on behalf of the City in substantially the form presented to this meeting, with such changes as shall be approved by him, his execution to constitute conclusive evidence of such approval.

Section 6. Execution and Delivery of Documents. That the Mayor and the City Clerk are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Bond Purchase Agreement, the Supplemental Indenture, a Continuing Disclosure Agreement, and a Tax Regulatory Agreement providing for the exclusion of interest on the Series 1998 Bonds from federal income taxation, and the performance of all obligations of the City under each such agreement, the issuance, execution, sale, and delivery of the Series 1998 Bonds, the distribution of the Preliminary Official Statement and an Official Statement, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred hereby.

Section 7. Tax-Exempt Obligations. The Series 1998 Bonds are hereby designated as a "Qualified Tax-Exempt Obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City represents that the aggregate principal amount of its Qualified Tax-Exempt Obligations (excluding "Private Activity Bonds" within the meaning of Section 141 of the Code which are not "Qualified 501(c)(3) Bonds" within the meaning of Section 145 of the Code), including those of its subordinate entities, issued in calendar year 1998 is not expected to exceed $10,000,000.

Section 8. Clerk to File Documents. That the City Clerk is hereby authorized and directed to file in the office of the City Clerk, as a part of the minutes of the meetings at which this Ordinance is adopted, for inspection by any interested person, a copy of the Bond Purchase Agreement, the Supplemental Indenture, and the Preliminary Official Statement in the forms presented to the City Council at this meeting.

Section 9. Powers of Commission. That the powers and authority of the Commission under the Act and the Turnback Law and prior ordinances of the City and all actions of the Commission taken or to be taken thereunder with respect to the Series 1998 Bonds, are hereby ratified, confirmed, and continued.

Section 10. No Rights Until Series 1998 Bonds Delivered. That this Ordinance shall not create any right of any kind and no right of any kind shall arise hereunder or pursuant hereto until the Series 1998 Bonds authorized by this Ordinance shall be issued and delivered.

Section 11. Severability. That the provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 12. Conflicts Repealed. That all ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Adopted: _____, 1998.

APPROVED:

_____

Fred B. Hanna, Jr., Mayor

ATTEST:

_____

Heather Woodruff, City Clerk

(S E A L)

H:\business\vmccarron\Clients\Fayetteville\10422-5\ISSORD5.CMP

DRAFT DATE
2/27/98

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX BONDS, SERIES 1998, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF PROVIDING FINANCING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONAL CONVENTION FACILITIES AND RELATED PARKING FACILITIES; AUTHORIZING THE SALE OF THE SERIES 1998 BONDS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE SERIES 1998 BONDS FROM THE CITY'S 1977 HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND OTHER SOURCES; ESTABLISHING THE PRINCIPAL MATURITIES, INTEREST RATES AND PRICE OF THE SERIES 1998 BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, under the authority of Ordinance No. 2310, duly adopted and passed March 1, 1977, as amended by Ordinance No. 2315, approved on March 15, 1977, the City established a City Advertising and Promotion Commission (the "Commission") and levied a one cent tax upon the gross receipts of hotels, motels, restaurants, cafes, cafeterias and other establishments providing lodging or selling food for on-premises consumption in the City (the "1977 Hotel and Restaurant Gross Receipts Tax") pursuant to Act No. 185 of 1965, as amended ("Act No. 185"); and

WHEREAS, the City issued its Continuing Education Center Revenue Bonds, Series 1979 (the "1979 Bonds"), under the authority of Act No. 185 and Act No. 380 of 1971 ("Act No. 380") and particularly under Ordinance No. 2567 of the City, duly adopted and passed October 22, 1979;

WHEREAS, the City of Fayetteville, Arkansas (the "City") constructed the convention facilities known as the Continuing Education Center (the "Convention Facilities") with the proceeds of the 1979 Bonds, which Convention Facilities are leased to the Board of Trustees of the University of Arkansas; and

WHEREAS, the 1979 Bonds were refunded and redeemed when the City issued its $2,675,000 Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 1995 (the "1995 Bonds")

WHEREAS, the Trust Indenture securing the 1995 Bonds provides for the issuance of bonds on a parity with the 1995 Bonds to construct additional convention facilities; and

WHEREAS, at a Special Election held on August 5, 1997, the electors within the City approved the issuance of not to exceed $6,950,000 principal amount of Hotel and Restaurant Gross Receipts Tax Bonds to finance the construction of the Fayetteville Town Center as a new, multi-purpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking ("Additional Convention Facilities"); and

WHEREAS, the Commission has recommended to the City Council of the City, and the City Council has determined, that it is in the best interest of the City to proceed with the issuance of the 1998 Bonds and construct the Additional Convention Facilities; and

WHEREAS, the City is authorized under the Advertising and Promotion Commission Act, as amended, Arkansas Code Annotated (Repl. 1997) §§26-75-601 through 618, (Repl. 1997) (the "Act") and the City-County Tourist Meeting and Entertainment Facilities Assistance Law, as amended, Arkansas Code Annotated §§14-171-201 through 217, (1987 & Supp. 1997) (the "Turnback Law") to issue and sell revenue bonds for the purpose of constructing the Additional Convention Facilities; and

WHEREAS, to secure funds necessary (together with the moneys to be contributed by the Commission and money and property to be contributed by the City) to construct the Additional Convention Facilities, to establish a reserve fund and to finance the printing, legal, underwriting, and other costs incidental to the issuance of revenue bonds for this purpose, the City has determined to issue revenue bonds in an aggregate principal amount of $6,950,000 Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Series 1998 Bonds"); and

WHEREAS, the City has determined to issue the Series 1998 Bonds under and pursuant to a First Supplemental Trust Indenture to be dated as of _____ 1, 1998 (the "Supplemental Indenture") by and between the City and Bank of Oklahoma N.A., Tulsa, Oklahoma, as Trustee (the "Trustee"), a form of which has been presented to and is before this meeting; and

WHEREAS, a Preliminary Official Statement (the "Preliminary Official Statement"), a form of the final Official Statement ("Official Statement") offering the Series 1998 Bonds for sale and a Bond Purchase Agreement have been presented to and are before this meeting.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas:

Section 1. Construction of Additional Convention Facilities. That the construction of the Additional Convention Facilities be accomplished. The Mayor and City Clerk are hereby authorized to take or cause to be taken all action necessary to accomplish the project and to execute all required documents.

Section 2. Issuance and Sale of Series 1998 Bonds. That under the authority of the Constitution and laws of the State of Arkansas, including particularly the Act and the Turnback Law, City of Fayetteville, Arkansas Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, are hereby authorized in the total principal amount of $6,950,000, the proceeds of the sale of which are necessary to provide sufficient funds, together with other funds available, to pay the cost of constructing the Additional Convention Facilities in the form of a multipurpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking, establishing a debt service reserve for the Series 1998 Bonds, and paying the costs of issuing the Series 1998 Bonds.

The Series 1998 Bonds shall be sold to Llama Company and Stephens Inc. (the "Purchasers") pursuant to the terms and conditions of a Bond Purchase Agreement in substantially the form exhibited at this meeting, upon the terms and conditions set forth therein. The Mayor is hereby authorized to execute the Bond Purchase Agreement on behalf of the City, an executed copy of which shall be filed with the permanent records of the City.

Section 3. Details of Series 1998 Bonds. That the Series 1998 Bonds shall mature on October 1 of the years 1998 through 2017, inclusive, in the amounts, shall bear interest payable semiannually on April 1 and October 1 of each year, commencing October 1, 1998, at the rates, and shall be sold at the prices all as set forth below:

Date (October 1)	Principal Amount	Coupon	Yield
1998	$		
1999			
2000			
2001			
2002			
2003			
2004			
2005			
2006			
2007			
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2017*			

*Term Bonds.

Section 4. Preliminary Official Statement and Official Statement. That the Preliminary Official Statement, as distributed, is deemed final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission and its distribution is hereby ratified. That there be, and there is hereby, authorized the distribution to various prospective and actual purchasers of the Bonds of a final Official Statement in the name of the Issuer, describing the City, the Series 1998 Bonds, the Supplemental Indenture, and setting forth such other information as may be determined to be necessary or desirable by the Purchasers. The Mayor is authorized to execute such Official Statement on behalf of the City and to confer with the Purchasers of the Series 1998 Bonds in order to complete the Official Statement in substantially the form submitted to this meeting with such changes as shall be approved by the Mayor.

Section 5. First Supplemental Trust Indenture. That to prescribe the terms and conditions upon which the Series 1998 Bonds are to be executed, authenticated, issued, accepted, held, and secured, the Mayor is hereby authorized and directed to execute and acknowledge a First Supplemental Trust Indenture by and between the City and Bank of Oklahoma N.A., as Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Supplemental Indenture and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Supplemental Indenture to be accepted, executed, and acknowledged by the Trustee. The Supplemental Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions of the Supplemental Indenture pertaining to the maintenance of the City's 1977 Hotel and Restaurant Gross Receipts Tax at the rate of not less than 1%, the deposit and handling of revenues, and the terms of the Series 1998 Bonds. The Mayor is hereby authorized to confer with the Trustee and others in order to complete the Supplemental Indenture and to execute and deliver the same on behalf of the City in substantially the form presented to this meeting, with such changes as shall be approved by him, his execution to constitute conclusive evidence of such approval.

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Section 8. Clerk to File Documents. That the City Clerk is hereby authorized and directed to file in the office of the City Clerk, as a part of the minutes of the meetings at which this Ordinance is adopted, for inspection by any interested person, a copy of the Bond Purchase Agreement, the Supplemental Indenture, and the Preliminary Official Statement in the forms presented to the City Council at this meeting.

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Section 10. No Rights Until Series 1998 Bonds Delivered. That this Ordinance shall not create any right of any kind and no right of any kind shall arise hereunder or pursuant hereto until the Series 1998 Bonds authorized by this Ordinance shall be issued and delivered.

Section 11. Severability. That the provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 12. Conflicts Repealed. That all ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Adopted: _____, 1998.

APPROVED:

_____

Fred B. Hanna, Jr., Mayor

ATTEST:

_____

Heather Woodruff, City Clerk

(SEAL)

H:\business\vmccarron\Clients\Fayetteville\10422-5\IssOrd4.wpd (law22798)

FAYETTEVILLE

Town Center Bond Issue
II.A.21

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Council

THRU: Fred B. Hanna, Mayor

FROM: Ben R. Mayes, Administrative Services Director

DATE: March 25, 1998

RE: **Approval of Bond Ordinance - Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998**

As you are aware, the City, in conjunction with the Advertising & Promotion Commission has been in the process of issuing the City of Fayetteville Hotel & Restaurant Gross Receipts Tax Bonds, Series 1998 (Series 1998 Bonds) since approval by voters in August 1997. The bonds are being issued in the principal amount of $6,950,000 to assist in financing the construction of a multi-purpose civic center (commonly known as the Town Center) to be located on the south side of the downtown square. The Town Center will provide exhibit space for meetings and conventions and expand the capabilities of the Center for Continuing Education located on the northeast side of the downtown square. Meeting and exhibit space also will be available to local groups and will provide a setting for such events as civic and private receptions, school activities, community meetings, banquets, job fairs, trade shows, and University of Arkansas events. The project will include the construction of a space multi-level parking garage which will be used to serve the Town Center and the downtown area.

The Series 1998 Bonds will be repaid by revenues generated from the City's 1% Hotel/Motel/Restaurant (HMR) tax for advertising and promotion. In addition to the HMR tax revenues, state tourist turnback revenues received, if any, in conjunction with the operation of the Town Center will also be used to pay debt service. The bonds will be on a parity with the Hotel & Restaurant Gross Receipts Tax Bonds, Series 1995, (Series 1995 Bonds) which were issued to refund the bonds related to the Continuing Education Center.

The Series 1998 Bonds will be repaid over a period not to exceed 22 years. The bonds are subject to optional redemption at par plus accrued interest on and after October 1, 2007. The earliest optional redemption date is October 1, 2005 at which time the bonds are redeemable at 101% of par plus accrued interest.

The Bank of Oklahoma will serve as trustee and paying agent on the bonds. Bank of Oklahoma, N.A. is the trustee on the Series 1995 Bonds. To date, they have provided excellent service.

113 WEST MOUNTAIN 72701 501-521-7700
FAX 501-575-8257

The Series 1998 Bonds are scheduled to be pre-priced by Llama Company and Stephens, Inc., which are serving as co-underwriters on the bond issue, in late April or early May. Following the sale date, staff will request final approval of the attached bond ordinance which provides for the execution of all documents involved in issuing and closing the transaction. The closing will be set for approximately 30 days following approval by the City Council. In order to expedite the bond issuance, while still providing adequate opportunity for public comment, staff requests that the bond ordinance be placed on first reading at the April 7 City Council meeting. A summary of the major provisions of the bond ordinance are as follows:

1. The ordinance authorizes the issuance and sale of the Series 1998 Bonds to Llama Company of Fayetteville and Stephens, Inc. of Little Rock as provided for in a separate Bond Purchase Agreement.

3. The ordinance establishes a debt service schedule which indicates the principal and interest maturities for the Series 1998 Bonds. This schedule will not be available until the date the bonds are priced. A copy will be distributed to the City Council at that time.

4. The ordinance authorizes the preparation and distribution of a Preliminary Official Statement (POS), which sets forth information concerning the issue and is utilized in the marketing of the bonds.

5) The ordinance authorizes execution of a separate First Supplemental Trust Indenture, which describes the terms and conditions upon which the Series 1998 Bonds are to be executed, authenticated, issued, accepted, held, and secured as prescribed in the original Trust Indenture by and between the City of Fayetteville and Bank of Oklahoma, N.A.

6) Finally, the ordinance provides for authority to be given to the Mayor and City Clerk to execute and deliver all documents necessary to close the bond issue.

It should be noted that as the bidding of the project is completed, approval of bid document contracts will be brought for separate approval. Should you have any questions concerning any of the enclosed documents, please feel free to contact me at 575-8330.

BRM/bts

DRAFT

$6,950,000
City of Fayetteville, Arkansas
Hotel and Restaurant Gross Receipts Tax Bonds
Series 1998

BOND PURCHASE AGREEMENT
_____, 1998

The undersigned Llama Company and Stephens Inc. (the "Underwriters") offers to enter into the following agreement with the City of Fayetteville, Arkansas (the "City") which, upon the City's acceptance of this offer, will be binding upon the City and the Underwriters. This offer is made subject to the City's acceptance of this Bond Purchase Agreement on or before 10:00 p.m., Fayetteville, Arkansas time, on the date first written above, and if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the City at any time prior to acceptance hereof by the City.

On the basis of the representations, warranties and agreements and upon the terms and conditions contained herein, the Underwriters hereby offer to purchase the $6,950,000 City of Fayetteville Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Bonds"), to be issued by the City, a political subdivision organized and existing under the laws of the State of Arkansas, under and pursuant to a Trust Indenture of the City dated May 1, 1998 (the "Indenture"), pursuant to which Bank of Oklahoma, N.A., Tulsa, Oklahoma, will act as trustee, registrar and paying agent (the "Trustee") for the Bonds. The Bonds are to be issued by the City pursuant to and in accordance with the provisions of Arkansas Code Annotated §§26-75-601 et seq., Arkansas Code Annotated §§14-171-201 et seq., and Arkansas Code Annotated §§14-164-401 et seq. (collectively, the "Act"), and an Ordinance of the City adopted _____, 1998 (the "Authorizing Ordinance"). The Bonds will constitute special obligations of the City secured solely by a pledge of (i) amounts received by the City from the Hotel and Restaurant Gross Receipts Tax, defined in the Preliminary Official Statement, (ii) amounts, if any, received by the City from the State as State Turnback Revenues as defined in the Preliminary Official Statement, (iii) amounts, if any, received by the City pursuant to a Lease and Agreement by and between the City, as Lessor, and the Board of Trustees of the University of Arkansas, as Lessee, and (iv) to the extent provided in the Indenture, certain amounts on deposit in certain funds and accounts held by the Trustee subject to the provisions of the Indenture (collectively, the "Revenues"). The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or restriction.

The Bonds shall be issued in the forms and denominations set forth in the Indenture; shall be dated May 1, 1998, shall be numbered as provided in the Indenture; shall mature on October 1, 1998 and annually thereafter on October 1, as set forth in Exhibit A hereto; shall bear interest payable semiannually on April 1 and October 1 of each year commencing October 1, 1998, at the rates set forth in the Indenture and in Exhibit A hereto; and shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture.

The proceeds of the Bonds will be used construct and equip facilities constituting a multi-purpose civic center for meetings and conventions, exhibitions, entertainment events, and related uses, and related parking facilities, collectively to be known as the Fayetteville Town Center (the "Project"), to fund a debt service reserve and to pay costs of issuance of the Bonds.

SECTION 1. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS.

By execution hereof, the City hereby represents to, and agrees with, the Underwriters that:

(a) The City is a city of the first class and political subdivision duly organized and existing under the Constitution and laws of the State of Arkansas. The City is authorized by the provisions of the Act, the Authorizing Ordinance and the Indenture to issue, sell and deliver the Bonds for the purposes specified above, to adopt and perform its obligations under the Indenture and this Bond Purchase Agreement (this "Agreement"), and to pledge the Revenues to the payment of the principal of and interest on the Bonds as provided in the Indenture.

(b) The City has full power and authority to consummate all transactions contemplated by this Agreement, the Bonds, the Indenture and any and all other agreements relating thereto to which the City is a party.

(c) The City has duly authorized all action necessary under the Act or otherwise to be taken by it or on its behalf for: (i) the issuance and delivery of the Bonds upon the terms set forth in the Act, the Authorizing Ordinance, the Indenture, this Agreement and the Official Statement (as hereinafter defined); (ii) the execution and delivery by it of this Agreement; (iii) the pledge of the Revenues as set forth in the Indenture and described in the Official Statement; and (iv) the adoption of the Authorizing Ordinance and the Indenture and the performance of its duties thereunder.

(d) The City has previously provided the Underwriters with copies of its Preliminary Official Statement, including the cover page, dated _____, 1998, relating to the Bonds (the "Preliminary Official Statement"). As of its date, the Preliminary Official Statement has been "deemed final" by the City for purposes of SEC Rule 15c2-12(b)(1). The Preliminary Official Statement, as amended to conform to the terms of this Bond Purchase Agreement, including Exhibit A hereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriters, is herein referred to as the "Official Statement."

(e) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the City, threatened against or affecting it (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or would adversely affect the validity of the Bonds, the Indenture, this Agreement or any agreement or instrument to which the City is a party

and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(f) The financial statements of the City referred to and contained in Exhibit C to the Official Statement present fairly the financial position of the City as of the dates indicated therein and the results of operations for the periods specified therein, and the financial statements therein have been prepared in conformity with generally accepted accounting principles consistently applied, except as may be noted in the Official Statement, in all material respects with respect to the periods involved.

(g) The descriptions and information contained in the Official Statement, including the Exhibits thereto, relating to the City, its organization, properties, operations and financial condition and the descriptions of the Bonds, the Authorizing Ordinance, the Indenture and the Revenues are, and at the Closing Date (as defined in this Agreement and used hereinafter) will be true and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(h) Since _____, 1998, there has not been any material adverse change in the properties, financial position or results of operations of the City, whether or not arising from transactions arising in the ordinary course of business, other than any such changes which are disclosed in the Official Statement, and since such date the City has not entered into any transaction or incurred any liability materially adverse to the City, except as disclosed in the Official Statement.

(i) The City will not take or omit to take any action that will in any way result in the proceeds from the sale of the Bonds being applied in a manner inconsistent with the provisions of the Authorizing Ordinance.

(j) The Bonds, when issued and delivered by the City, will constitute special obligations of the City enforceable in accordance with their terms, except to the extent that enforcement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by the application of general principles of equity.

(k) The Indenture and this Agreement, when adopted, executed and delivered by the City, will be the legal, valid and binding obligations of the City enforceable in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by the application of general principles of equity.

(l) The execution and delivery of the Bonds and this Agreement, the adoption of the Indenture, and the performance by the City of its obligations under the aforementioned, do not and will not violate the Act or any court order by which the City is bound, and such actions do not and will not constitute a default under any existing resolution, agreement, indenture, mortgage, lease, note or other obligation or instrument to which the City is a party, and no approval or other action by any governmental authority or agency is required in connection therewith.

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

SECTION 2. PURCHASE, SALE, AND DELIVERY OF THE BONDS.

On the basis of, and in reliance upon, the warranties, representations and agreements of the City contained herein and in the other documents and agreements referred to herein and subject to the terms and conditions herein set forth, at the Closing Time, the Underwriters agrees to purchase from the City, and the City agrees to sell to the Underwriters, the Bonds at a price of $_____ (_____% of the principal amount) plus accrued interest from the date of the Bonds to the date of payment and delivery.

The Bonds shall be issued under and secured as provided in the Indenture, and the Bonds shall have the maturities and interest rates and be subject to redemption as set forth in the Indenture and in Exhibit A hereto.

Payment for the Bonds shall be made by certified check or official bank check or draft, wire transfer, or otherwise in funds immediately available to the City on the same day, at the offices of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., Little Rock, Arkansas, at 10:00 a.m. on _____, 1998, or at such other place, date and hour as shall be mutually agreed upon between the City and the Underwriters. The date of such delivery and payment is herein called the "Closing Date," and the hour and date of such delivery and payment is herein called the "Closing Time."

The Bonds shall be printed or lithographed on steel engraved borders, shall bear CUSIP numbers, shall be prepared and delivered as fully registered bonds in denominations of $5,000 or integral multiples thereof in such names as the Underwriters may request at least five business days prior to the Closing Date, and shall be made available to the Underwriters at least three business days before the Closing Date for purposes of inspection and packaging.

SECTION 3. CONDITIONS TO THE UNDERWRITERS' OBLIGATIONS.

The Underwriters' obligations hereunder shall be subject to the due performance by the City of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Time, and the Underwriters' obligations hereunder are also subject to the following:

(a) The Bonds shall have been duly authorized, executed and delivered in the form heretofore approved by the City in the Indenture with only such changes therein as the Underwriters and the City shall mutually agree upon.

(b) At the Closing Time, the Underwriters shall receive two counterpart originals of the following documents, in each case satisfactory in form and substance to the Underwriters:

(1) The Official Statement, executed on behalf of the City by its Mayor;

(2) The Authorizing Ordinance, certified by the City Clerk as a true, correct and complete copy of the Authorizing Ordinance duly adopted by the City Council that has not been amended, modified or repealed and is in full force and effect as of the Closing Date;

(3) The Indenture, certified by the City Clerk as a true, correct and complete copy of the Indenture duly adopted by the City Council that has not been amended, modified or repealed and is in full force and effect as of the Closing Date;

(4) The opinions dated as of the Closing Date of (A) Jerry Rose, City Attorney, in substantially the form and substance as that attached hereto as Exhibit B and (B) Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., Bond Counsel, in substantially the form and substance as attached hereto as Exhibits C and D;

(5) A certificate, in form and substance satisfactory to the Underwriters, its counsel and Bond Counsel, of the Mayor of the City or any duly authorized officer or official of the City satisfactory to the Underwriters, its counsel and Bond Counsel, dated as of the Closing Date, to the effect that:

(i) each of the City's representations contained herein are true and correct as of the Closing Time;

(ii) the City has authorized, by all action necessary under the Act, the adoption of the Authorizing Ordinance and the execution, delivery and due performance of the Bonds, this Agreement, and the pledging of the Revenues;

(iii) the Authorizing Ordinance has not been amended, modified or repealed and is in full force and effect as of the Closing Date;

(iv) the Indenture has not been amended, modified or repealed and is in full force and effect as of the Closing Date;

(v) except as described in the Official Statement, no litigation is pending or, to his knowledge threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Authorizing Ordinance, the Indenture, this Agreement, or the pledge of the Revenues;

(vi) the Bonds, as executed by the City, are in the form or in substantially the form approved for such execution by appropriate proceedings of the City;

(vii) since December 31, 1997, there has not been any material adverse change in the properties, financial position or results of operations of the

City, whether or not arising from transactions in the ordinary course of business, other than such changes that are disclosed in the Official Statement, and since such date the City has not entered into any transaction or incurred any liability materially adverse as to the City except as disclosed in the Official Statement;

(viii) there are not pending or, to his knowledge, threatened, legal proceedings that are not disclosed in the Official Statement and that are material to the City, or to which the City is a party, or of which property of the City is subject, or that will adversely affect the transactions contemplated hereby or by the Official Statement;

(ix) the information contained in the Official Statement relating to the City, its organization, properties, operations and financial condition and the descriptions of the Bonds, the Authorizing Ordinance, the Indenture and the Revenues are true and correct in all material respects and do not contain any untrue or incorrect statement of a material fact and do not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; and

(x) the City has duly authorized by all necessary action the signing of the Official Statement by its Mayor;

(6) An arbitrage certificate of the City, in form satisfactory to Bond Counsel, signed by the Mayor; and

(7) Such additional certificates and other documents as the Underwriters may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby and by the Official Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriters and Bond Counsel.

SECTION 4. THE UNDERWRITERS' RIGHT TO CANCEL.

The Underwriters 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 Time, if at any time hereafter and prior to the Closing Time:

(a) Legislation shall be introduced, by amendment or otherwise, in, or be enacted by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or a decision by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred that results in the imposition of federal income taxation, upon revenues of the City or upon the interest received on obligations of the general

character of the Bonds, or the Bonds, which, in the Underwriters' opinion, materially adversely affects the market price of the Bonds;

(b) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by any department or agency of the State of Arkansas, or a decision by any court of competent jurisdiction within the State of Arkansas shall be rendered that, in the Underwriters' opinion, materially adversely affects the market price of the Bonds;

(c) Legislation shall be introduced, by amendment or otherwise, in, or be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the issuance, offering, or sale of obligations of the general character of the Bonds or the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the Securities Act of 1933, as amended and as then in effect, or 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 with the purpose or effect of otherwise prohibiting the issuance, offering, or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement;

(d) Any event shall have occurred or information become known that, in the Underwriters' opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Official Statement (or any appendices thereto) as originally circulated, or has the effect that the Official Statement (or any appendices thereto) as originally circulated, contains an untrue, incorrect or misleading statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(e) 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;

(f) A general banking moratorium shall have been established by federal or Arkansas authorities;

(g) A default shall have occurred with respect to the obligations of, or proceedings have been instituted under the federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state that, in the Underwriters' opinion, materially adversely affects the market price of the Bonds;

(h) Any rating of the Bonds shall have been downgraded or withdrawn by a national rating service; or

(i) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated into armed conflict, or any other national emergency relating to the effective operation of government or the financial community shall have occurred that, in the Underwriters' opinion, materially adversely affects the market price of the Bonds.

SECTION 5. CONDITIONS TO THE OBLIGATIONS OF THE CITY.

The obligations of the City hereunder are subject to the Underwriter's performance of its obligations hereunder, and the further condition that at the Closing Time the Underwriters shall receive the opinions described in Section 3(b) (4) hereof.

SECTION 6. INDEMNIFICATION.

To the extent permitted by law, the City agrees to indemnify and hold harmless the Underwriters, any member, officer, official or employee of the Underwriters, and each person, if any, who controls the Underwriters within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statement or misleading statement or allegedly misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any such untrue or misleading statement or omission or allegedly untrue or misleading statement or omission in the information contained under the caption "UNDERWRITING."

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 or if there be a final judgment for the plaintiff in any such action against the City or any of the Indemnified Parties, with or without the consent of the City, the City agrees to indemnify and hold harmless the Indemnified Parties to the extent provided in this Agreement and to the extent permitted by law.

SECTION 7. DELIVERY OF OFFICIAL STATEMENT.

The City shall supply to the Underwriters a final Official Statement, in form satisfactory to the Underwriters, within seven business days of the date hereof and in time to accompany any confirmation that requests payment from any customer, and in a sufficient quantity to comply with SEC Rule 15c2-12 (b) (4) and the rules of the Municipal Securities Rulemaking Board. Such Official Statement shall be signed on behalf of the City by its Mayor. The City hereby authorizes the use of copies of the Authorizing Ordinance and the Official Statement and the information therein contained by the Underwriters in connection with the public offering and the sale of the Bonds. The City ratifies and confirms the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds.

SECTION 8. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY.

All representations and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on the Underwriter's behalf, and shall survive delivery of the Bonds to the Underwriters.

SECTION 9. PAYMENT OF EXPENSES.

If the Underwriters accept delivery of and pay for the Bonds as set forth herein, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds (including, without limitation, the fees and disbursements of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., as Bond Counsel, rating agency fees and expenses incurred in connection therewith, and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Preliminary Official Statement, the Official Statement, the Authorizing Ordinance, the Indenture and all other agreements and documents contemplated thereby) shall be paid out of the proceeds of the Bonds.

Whether or not the Underwriters accepts delivery of and pays for the Bonds as set forth herein, the Underwriters shall pay all costs and disbursements incurred by it in connection with the transaction including, without limitation, fees and expenses of any counsel for the Underwriters and Blue Sky fees.

SECTION 10. NOTICE.

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the Administrative Services Director, City of Fayetteville, City Hall, 113 West Mountain, Fayetteville, Arkansas 72701; and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to Llama Company, One McIlroy Plaza, Suite 302, Fayetteville, Arkansas 72701, Attention: David Hausam, and to Stephens Inc., 111 Center Street, Suite 2300, Little Rock, Arkansas 72201, Attention: Dennis Hunt.

SECTION 11. APPLICABLE LAW; NONASSIGNABILITY.

This Agreement shall be governed by the laws of the State of Arkansas and shall not be assigned by the City or the Underwriters.

SECTION 12. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 13. SEVERABILITY.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

Attest:

By:_____
City Clerk

(S E A L)

LLAMA COMPANY

By:_____
Authorized Representative

STEPHENS INC.

By:_____
Authorized Representative

774\2428\bondpurc.bpa

EXHIBIT A

MATURITY SCHEDULE

Year	Principal	Interest
1999		
2000		
2001		
2002		
2003		
2004		
2005		
2006		
2007		
2008		
2009		
2010		
2101		
2012		
2013		
2014*		
2015*		
2016*		
2017*		
2018*		

* Term Bonds Maturing October 1, 2018

* Maturity

EXHIBIT B

FORM OF OPINION OF JERRY ROSE, CITY ATTORNEY

_____, 1998

Bank of Oklahoma, N.A.
One Williams Center
Tulsa, Oklahoma 74192

Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C.
320 West Capitol Avenue, Suite 100
Little Rock, Arkansas 72201

Llama Company
One McIlroy Plaza, Suite 302
Fayetteville, Arkansas 72701

Ladies and Gentlemen:

I am the City Attorney for the City of Fayetteville, Arkansas (the "City"), and have acted in that capacity in connection with the issuance and sale by the City of its $6,950,000 Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Bonds"), which Bonds are being sold pursuant to a Bond Purchase Agreement dated _____, 1998 (the "Bond Purchase Agreement"), between Llama Company and Stephens Inc. (the "Underwriters") and the City. The terms defined in the Bond Purchase Agreement are used in this letter with the meaning assigned to them in the Bond Purchase Agreement.

In this connection, I have reviewed certain documents with respect to the Bonds, and such records, certificates and other documents as I have considered necessary or appropriate for the purposes of this opinion, including Ordinance No. ____ adopted by the City on _____, 1998 (the "Authorizing Ordinance"), the Trust Indenture between the City and Bank of Oklahoma, N.A. dated May 1, 1998 (the "Indenture"), the Preliminary Official Statement. dated _____, 1998, and the final Official Statement dated _____, 1998, with respect to the Bonds (collectively with the Preliminary Official Statement, the "Official Statement"), and a closing certificate of the City. Based on such review and such other considerations of law and fact as I believe to be relevant, I am of the opinion that:

1. The City has been properly formed and is validly existing as a city of the first class and political subdivision of the State of Arkansas and had the full power and authority to adopt the Authorizing Ordinance, the Indenture and to execute and deliver the Bonds, the Official Statement and the Bond Purchase Agreement.

2. The adoption of the Authorizing Ordinance, the issuance of the Bonds, the Indenture, and the Bond Purchase Agreement, and the performance of the City's obligations thereunder did not, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or a default under any indenture, deed of trust, or other instrument to which the City is a party, or conflict with, violate, or result in a breach of any statute or court decree applicable to the City.

3. Excepting those matters discussed in the Official Statement, the City is not in violation of any provision of any agreement or instrument the violation of or default of which would materially and adversely affect the business, properties, assets, liabilities, or condition (financial or other) of the City.

4. Excepting those matters discussed in the Official Statement, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened by governmental authorities or to which the City is a party or to which any property of the City is subject which, if determined adversely, would individually or in the aggregate (i) materially and adversely affect the validity or the enforceability of the Bonds or the Bond Purchase Agreement, (ii) otherwise materially and adversely affect the ability of the City to comply with its obligations on the Bonds or under the Authorizing Ordinance, the Indenture or the Bond Purchase Agreement, or (iii) materially adversely affect the transactions contemplated by the Official Statement to be engaged in by the City.

5. I have reviewed and considered the information contained in the Official Statement under the captions "THE CITY," "LITIGATION" and "LEGAL MATTERS" therein, and nothing has come to my attention that leads me to believe that those captioned sections of the Official Statement contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. I express no opinion as to the information included in the Official Statement under other captions.

I hereby consent to the references made to me in the Official Statement.

Very truly yours,

Jerry Rose

EXHIBIT C

FORM OF APPROVING OPINION OF BOND COUNSEL

_____, 1998

Bank of Oklahoma, N.A.
Tulsa, Oklahoma

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Advertising and Promotion Commission
of the City of Fayetteville, Arkansas
Fayetteville, Arkansas

Re: $6,950,000* City of Fayetteville, Arkansas Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by City of Fayetteville, Arkansas (the "City") of $6,950,000* Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Bonds"). The Bonds are issued pursuant to the Advertising and Promotion Commission Act, Arkansas Code Annotated (1987 & Supp. 1997) §§ 26-75-601 to - 618, as amended (the "Act"), and a Trust Indenture dated as of May 1, 1998 (the "Indenture"), between the City and Bank of Oklahoma, N.A., as trustee (the "Trustee"). We have examined the law and such certified proceedings and other papers as we deem 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.

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

* Preliminary, subject to change.

1. The City is duly created and validly existing as a body corporate and politic and public instrumentality of the State of Arkansas with the corporate power to enter into the Indenture, perform the agreements on its part contained therein, and issue the Bonds.

2. 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.

3. Pursuant to the Act, the Indenture creates a valid lien on the funds pledged by the Indenture for the security of the Bonds on a parity with other bonds, if any to be issued under the Indenture, subject to no prior lien granted under the Act.

4. The Bonds have been duly authorized, executed, and delivered by the City and are valid and binding special obligations of the City, payable solely from sources provided therefor in the Indenture.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

6. In the Ordinance, the City has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The City has certified that it does not reasonably expect to issue more than $10,000,000 in tax-exempt obligations during calendar year 1998.

7. The principal of and interest on the Bonds are exempt from all state, county, and municipal taxes in the State of Arkansas, including income, inheritance, and estate taxes.

It is to be understood that the rights of the holders of the Bonds and the enforceability thereof and of 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.

EXHIBIT D

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

_____, 1998

Llama Company
One McIlroy Plaza, Suite 302
Fayetteville, Arkansas 72701

Stephens Inc.
111 Center Street, Suite 2300
Little Rock, Arkansas 72201

Bank of Oklahoma, N.A.
One Williams Center
Tulsa, Oklahoma 74192

Re: $6,950,000 City of Fayetteville, Arkansas, Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the City of Fayetteville, Arkansas (the "City"), of $6,950,000 Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Bonds") dated this date our approving opinion with respect thereto. Reference is made to such approving opinion. All terms not defined herein shall have the meanings assigned thereto in such approving opinion.

It is our opinion, under existing laws, that:

1. The Bond Purchase Agreement, dated _____, 1998 (the "Purchase Agreement"), by and between Llama Company and Stephens Inc. (the "Purchaser") and the City has been duly authorized, executed and delivered by the City and, assuming due execution by the Purchaser, 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 and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases, constitutes a valid and binding agreement in accordance with its terms.

2. The City has ratified the distribution of the Preliminary Official Statement dated _____, 1998, and approved the distribution of the Official Statement, dated _____, 1998 relating to the Bonds (collectively, the "Official Statement").

3. The Indenture conforms with regard to form and tenor with the terms and provisions thereof as summarized and as set out in the Official Statement.

4. To the best of our knowledge and based only upon inquiries of the City Attorney and Mayor and no other inquiry or investigation, there in no action, suit, proceeding, or investigation at law or in equity before or by any court or public board or body, pending or threatened, against or affecting the City, challenging the validity of the transactions contemplated by the Official Statement, or the validity of the Bonds, the Authorizing Ordinance, the Indenture or the Purchase Contract.

5. Nothing has come to our attention that would lead us to believe that the information in the Official Statement under the captions "INTRODUCTION," "THE SERIES 1998 BONDS," "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 1998 BONDS," "SUMMARY OF THE INDENTURE," and "TAX EXEMPTION," thereto 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 statement therein, in light of the circumstances in which they were made, not misleading.

Very truly yours,

774\3155\bondpurc.bpa

PRELIMINARY OFFICIAL STATEMENT

NEW ISSUE - BOOK ENTRY ONLY

In the opinion of Bond Counsel, under existing law, assuming compliance with certain covenants described herein, (i) interest on the Series 1998 Bonds is excluded from gross income for federal income tax purposes, (ii) interest on the Series 1998 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, (iii) with respect to corporations, interest on the Series 1998 Bonds will be taken into account in determining adjusted net book income (adjusted current earnings for taxable years beginning after December 31, 1989) for the purpose of computing the federal alternative minimum tax, (iv) the Series 1998 Bonds are "qualified tax-exempt obligations" within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, and certain financial institutions are allowed a deduction of 80% of that portion of their interest expenses allocable to interest on the Series 1998 Bonds, (v) interest on the Series 1998 Bonds is exempt from State of Arkansas income tax, and (vi) the Series 1998 Bonds are not subject to property taxes in the State of Arkansas. See "TAX EXEMPTION."

$6,950,000*
CITY OF FAYETTEVILLE, ARKANSAS
HOTEL AND RESTAURANT GROSS RECEIPTS TAX BONDS
SERIES 1998

Dated: May 1, 1998 Due: October 1, as shown below

The City of Fayetteville, Arkansas, Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, in the initial aggregate principal amount of $6,950,000* (the "Series 1998 Bonds"), are being issued by the City of Fayetteville, Arkansas (the "City" or the "Issuer"), to provide funds to construct and equip facilities constituting a multi-purpose civic center for meetings and conventions, exhibitions, entertainment events, and related uses, and related parking facilities, collectively to be known as the Fayetteville Town Center (the "Project"). The Series 1998 Bonds are issued pursuant to a First Supplemental Trust Indenture dated as of May 1, 1998 (the "First Supplemental Indenture"), amending and supplementing the Trust Indenture dated as of September 1, 1995 (the "Original Indenture"; together with the First Supplemental Indenture, the "Indenture"), both by and between the City and Bank of Oklahoma, N.A., as trustee (the "Trustee"), and are secured thereunder, on a parity of security with the City's outstanding Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 1995 (the "Series 1995 Bonds"; together with the Series 1998 Bonds and any Additional Bonds issued under the Indenture, the "Bonds"), by (i) amounts received by the City from the Hotel and Restaurant Gross Receipts Tax, defined herein (the "1977 Tax"), (ii) amounts, if any, received by the City pursuant to a Lease and Agreement by and between the City, as lessor, and the Board of Trustees of the University of Arkansas (the "University"), as lessee, providing for the University's occupancy of an existing convention center owned by the City (the "Existing Facility"), which is separate from the Project, and (iii) certain amounts on deposit in certain funds and accounts held by the Trustee subject to the provisions of the Indenture. The Series 1998 Bonds are additionally secured by amounts, if any, received by the City from the State as State Turnback Revenues (as defined herein) relating to the Project. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS."

The Series 1998 Bonds are issuable pursuant to a book-entry only system, and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC'), New York, New York, and ultimate purchasers ("Beneficial Owners") will not be entitled to receive certificates representing their Bonds. The Series 1998 Bonds will be issued only as fully registered bonds in the denomination of $5,000 or any integral multiple thereof. The Series 1998 Bonds will bear interest from May 1, 1998, at the interest rates provided below, and will be payable semiannually on April 1 and October 1 of each year, commencing on October 1, 1998, to the registered owners of the Series 1998 Bonds as listed in the records of the Trustee. Principal of the Series 1998 Bonds will be payable at maturity or earlier redemption upon surrender at the principal corporate trust office of the Trustee. So long as DTC or its nominee is the registered owner of the Series 1998 Bonds, disbursement of payments of principal and interest to DTC is the responsibility of the Trustee, disbursements of such payments to DTC Participants (as defined herein) is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of DTC Participants, as more fully described herein. See "THE SERIES 1998 BONDS" and "BOOK-ENTRY ONLY SYSTEM."

The Series 1998 Bonds are special obligations of the City payable solely from and secured by the sources described above. The Series 1998 Bonds do not constitute a general obligation of the City, the State of Arkansas or any political subdivision of the State or an indebtedness for which the faith and credit of the City, the State of Arkansas or any political subdivision of the State are pledged, and are payable only from the sources described above.

Maturity Schedule for the Series 1998 Bonds

Maturity (October 1)	Principal Amount	Interest Rate	Price	Maturity (October 1)	Principal Amount	Interest Rate	Price
1999				2007			
2000				2008			
2001				2009			
2002				2010			
2003				2011			
2004				2012			
2005				2013			
2006							

$_____ ____% Term Bonds Due October 1, 2018 @ ____%

The Series 1998 Bonds are offered when, as and if issued by the City and accepted by the Underwriters, subject to prior sale, withdrawal or modification of the offer without notice, and to the approval of legality by Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., Little Rock, Arkansas, Bond Counsel. Certain other legal matters will be passed upon by Williams & Anderson, Little Rock, Arkansas, as Counsel to the Underwriters and by Mr. Jerry Rose, City Attorney of the City. It is expected that the Series 1998 Bonds in definitive form will be available for delivery in New York, New York on or about May 26, 1998.

LLAMA COMPANY **STEPHENS INC.**

* Preliminary, subject to change.

March _, 1998

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriters to give any information or to make any representations with respect to the Series 1998 Bonds other than those contained in this Preliminary Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing. This Preliminary Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Series 1998 Bonds nor shall there be any sale of the Series 1998 Bonds by any person in any jurisdiction in which such offer, solicitation or sale 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 set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriters. The information and expressions of opinion stated herein are subject to change without notice. The delivery of this Preliminary Official Statement shall not, under any circumstances, create any implication that there has been no change in the information or opinions set forth herein or in the affairs of the City since the date hereof.

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

THE SERIES 1998 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY, OR DETERMINED THE ADEQUACY, OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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PRELIMINARY OFFICIAL STATEMENT

$6,950,000*
CITY OF FAYETTEVILLE, ARKANSAS
HOTEL AND RESTAURANT GROSS RECEIPTS TAX BONDS
SERIES 1998

INTRODUCTION

This Preliminary Official Statement, including the cover page and the Appendices, is provided to furnish information in connection with the offering of $6,950,000* aggregate principal amount of Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Series 1998 Bonds"), of the City of Fayetteville, Arkansas (the "City").

The Series 1998 Bonds are being issued to provide funds to construct and equip facilities consisting of a multi-purpose civic center for meetings and conventions, exhibitions, entertainment events, and related uses, and related parking facilities, collectively to be known as the Fayetteville Town Center (the "Project").

The Series 1998 Bonds are being issued under and pursuant to a First Supplemental Trust Indenture dated as of May 1, 1998 (the "First Supplemental Indenture"), amending and supplementing the Trust Indenture dated as of September 1, 1995 (the "Original Indenture"; together with the First Supplemental Indenture, the "Indenture"), both by and between the City and Bank of Oklahoma, N.A., as trustee (the "Trustee"), and an ordinance adopted by the City Council of the City on April __, 1998.

The Series 1998 Bonds are secured by (i) amounts received by the City from the 1% tax levied in 1977 upon the gross receipts derived from the furnishing of hotel and motel accommodations and the gross receipts of restaurants and similar establishments within the City (the "1977 Tax or the "1977 Hotel and Restaurant Gross Receipts Tax") pursuant to the Act, defined herein, (ii) amounts, if any, received by the City pursuant to a Lease and Agreement by and between the City, as lessor, and the Board of Trustees of the University of Arkansas (the "University"), as lessee, providing for the University's occupancy of an existing convention center owned by the City (the "Existing Facility"), which is separate from the Project, and (iii) certain amounts on deposit in certain funds and accounts held by the Trustee subject to the provisions of the Indenture. The Series 1998 Bonds are additionally secured by amounts, if any, received by the City from the State as a partial turnback of state income tax and sales tax proceeds estimated to be generated from the Project's operations ("State Turnback Revenues") pursuant to the Turnback Law, defined herein. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 1998 BONDS."

The Series 1998 Bonds are issued on a parity of security with the City's outstanding Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 1995 (the "Series 1995 Bonds"; together with the Series 1998 Bonds and any Additional Bonds (as defined in the Indenture) issued under the Indenture, the "Bonds"). The Series 1995 Bonds were issued under the Indenture to refund certain prior obligations issued to finance the construction of the Existing Facility, which is leased to the University. The Project, the Existing Facility, and any Additional Convention Facilities (as defined in the Indenture) are referred to herein as the "Convention Facilities." Under certain circumstances the Indenture provides for the issuance of additional parity or subordinate bonds. See "ADDITIONAL BONDS" for a summary of the circumstances in which such additional parity or subordinate bonds may be issued.

All capitalized terms used in this Preliminary Official Statement and not otherwise defined herein have the same meanings as set forth in the Indenture.

* Preliminary, subject to change.

THE SERIES 1998 BONDS

Authority

The Series 1998 Bonds will be issued pursuant to the Constitution and laws of the State of Arkansas, including particularly the Advertising and Promotion Commission Act, as amended, Arkansas Code Annotated sections 26-75-601 through -618 (Repl. 1997) (the "Act"); the City-County Tourist Meeting and Entertainment Facilities Assistance Law, as amended, Arkansas Code Annotated sections 14-171-201 through -217 (1987 & Supp. 1997) (the "Turnback Law"); and the Local Government Bond Act of 1985, as amended, Arkansas Code Annotated Sections 14-164-301 through -340, (1987 & Supp. 1997), and in accordance with the Indenture and an ordinance of the City Council of the City adopted on April __, 1998.

Terms

The Series 1998 Bonds will be dated May 1, 1998, will bear interest at the rates, and will mature, subject to the redemption provisions described below, in the amounts and on the dates, set forth on the cover page of this Preliminary Official Statement. Interest will be initially payable on October 1, 1998, and semiannually thereafter on each April 1 and October 1. The Series 1998 Bonds, the Series 1995 Bonds and any Additional Bonds which may be issued by the City pursuant to the Indenture are herein called the "Bonds."

Denominations and Places of Payment

The Series 1998 Bonds are issuable as fully registered bonds in denominations of $5,000 or any integral multiple thereof.

Payment of the principal of the Series 1998 Bonds shall be made upon presentation and surrender thereof at the principal office of Bank of Oklahoma, N.A. in the City of Tulsa, Oklahoma, Trustee and Paying Agent. The interest on the Series 1998 Bonds will be paid by check or draft mailed to the registered owner at the address shown on the registration books maintained by the Trustee.

Optional Redemption

The Series 1998 Bonds are subject to redemption at the option of the City in whole at any time or in part on any Interest Payment Date, on and after October 1, 2005, at the redemption prices (expressed as percentages of principal amout) set forth below, plus accrued interest to the redemption date:

Redemption Date	Redemption Price
October 1, 2005, through September 30, 2006	101.0%
October 1, 2006, through September 30, 2007	100.5
October 1, 2007, and thereafter	100.0

Mandatory Redemption from Unspent Proceeds

The Series 1998 Bonds shall be redeemed on and after October 1, 2002, from proceeds of the Series 1998 Bonds not needed for the purpose intended on any Interest Payment Date, in whole or in part, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

Extraordinary Redemption

The Series 1998 Bonds are subject to redemption as a whole or in part in inverse order of maturity on any Interest Payment Date, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date set for redemption from proceeds received from insurance in connection with loss, damage or destruction of the Convention Facilities or any portion thereof in an aggregate amount in excess of $250,000 in any Payment Period, and not used for restoration or repair of the Convention Facilities.

Mandatory Sinking Fund Redemption

The Bonds maturing October 1, 2018, shall be subject to mandatory sinking fund redemption at a price of the principal amount being redeemed plus accrued interest to the principal amount being redeemed, plus accrued interest to the date of redemption on October 1 in the years and principal amounts as follows:

October 1	Principal Amount
2014	
2015	
2016	
2017	
2018	

Selection of Series 1998 Bonds for Redemption

If fewer than all of the Series 1998 Bonds shall be called for redemption, the Series 1998 Bonds shall be redeemed in inverse order of maturity. If fewer than all of the Series 1998 Bonds of any one maturity shall be called for redemption, the Trustee shall select the particular Series 1998 Bonds or portions of Series 1998 Bonds to be redeemed from such maturity by lot or in such other manner as the Trustee in its discretion may deem proper; provided, however, that so long as Cede & Co. (or a successor entity), as a nominee of DTC, is the sole registered owner of the Series 1998 Bonds, the particular Series 1998 Bonds, or portions thereof, to be redeemed within a maturity shall be selected by lot by DTC, in such a manner as DTC shall determine.

Notice to Bondholders

As long as the Series 1998 Bonds are registered in the name of Cede & Co. (or a successor entity) in the book-entry system, the Trustee shall give notice of the call for any redemption by first class mail at least 30 days before the redemption date to Cede & Co. (or a successor entity) as the registered owner of each Series 1998 Bond or portion of such Series 1998 Bond to be redeemed at the address appearing on the registration books maintained by the Trustee as Registrar. At such time as the Series 1998 Bonds are no longer held by Cede & Co. (or a successor entity), the Trustee shall give notice of the call for any redemption by mailing a copy of such notice not less than 30 nor more than 60 days prior to the redemption date by registered or first class mail, postage prepaid, to the registered owner as of the date of such mailing of such Bond at such owner's address as it appears on the registration books maintained by the Trustee as Registrar, or at such address as such owner may have filed with the Trustee for that purpose. The Series 1998 Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be secured by the Indenture, provided that funds for such redemption are on deposit at the time with the Trustee.

BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 1998 Bonds. The Series 1998 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered bond certificate will be issued for each maturity, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC 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 securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC System is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

Purchases of securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the securities on DTC's records. The ownership interest of each actual purchaser of each security ("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 securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in securities, except in the event that use of the book-entry system for the securities is discontinued.

To facilitate subsequent transfers, all securities deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such securities are credited, which may or may not be the Beneficial Owners. The 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 Cede & Co. If less than all of the securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to securities. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer of the securities as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the payment date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payment date. 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 Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

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

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

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

The Bonds, including the Series 1998 Bonds, are secured, to the extent and as provided in the Indenture, by (i) amounts received by the City from the 1977 Hotel and Restaurant Gross Receipts Tax, (ii) amounts, if any, received by the City pursuant to a Lease and Agreement by and between the City, as lessor, and the Board of Trustees of the University of Arkansas, as lessee, providing for the University's occupancy of the Existing Facility, and (iii) certain amounts on deposit in certain funds and accounts held by the Trustee subject to the provisions of the Indenture. Each series of the Bonds, including the Series 1998 Bonds, is additionally secured, to the extent and as provided in the Indenture, by amounts, if any, constituting State Turnback Revenues received by the City in connection with the facilities financed by such series of the Bonds.

THE BONDS, INCLUDING THE SERIES 1998 BONDS, ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM, AND SECURED BY THE PLEDGED REVENUES, AND THE OTHER REVENUES AND FUNDS HELD BY THE TRUSTEE PURSUANT TO THE INDENTURE AS DESCRIBED HEREIN. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY, THE STATE OF ARKANSAS OR ANY POLITICAL SUBDIVISION OF THE STATE OR AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT OF THE CITY, THE STATE OF ARKANSAS OR ANY POLITICAL SUBDIVISION OF THE STATE ARE PLEDGED AND ARE PAYABLE ONLY FROM THE SOURCES DESCRIBED ABOVE.

Hotel and Restaurant Gross Receipts Tax

Pursuant to the Act, the City in 1977 levied a tax upon the gross receipts and gross proceeds derived from the furnishing of hotel and motel accommodations and upon the gross receipts and gross proceeds of restaurants and similar establishments within the City (the "1977 Tax"). Such tax is limited by statute to 3% of the amount of such gross receipts and proceeds. **In addition to the 1977 Tax, the City in 1995 levied an additional 1% tax on hotel and restaurant gross receipts to support parks and recreation projects (the "1995 Tax"). The 1995 Tax is <u>not</u> pledged to repayment of the Bonds.** Pursuant to the Act and the Indenture, the City has pledged the amounts received from the 1977 Hotel and Restaurant Gross Receipts Tax to the payment of the Bonds. The Advertising and Promotion Commission of the City of Fayetteville, Arkansas (the "Commission") has approved such pledge, as required by statute. The City has continuously collected the Tax since June 1, 1977, following approval by the citizens of the City in an election held on May 3, 1977.

The City has covenanted in the Indenture that the 1977 Hotel and Restaurant Gross Receipts Tax will not be repealed, and the current rate of 1% will not be reduced, for so long as there are Outstanding Bonds. In addition, the City has further covenanted that all necessary action will be taken, from time to time, to collect such tax in full amount due and to apply the 1977 Hotel and Restaurant Gross Receipts Tax revenues in the manner provided in the Indenture.

The following table shows the amounts collected from the 1977 Hotel and Restaurant Gross Receipts Tax for the years 1977 through 1997. The table does not include the 1995 Tax.

Calendar Year	Total Receipts
1977	$ 90,102
1978	185,514
1979	210,583
1980	235,547
1981	276,336
1982	303,269
1983	344,217
1984	394,034
1985	394,818
1986	437,419
1987	452,387
1988	470,323
1989	513,094
1990	555,694
1991	578,348
1992	659,193
1993	736,097
1994	866,253
1995	932,916
1996	956,093
1997	992,939

Source: The City of Fayetteville.

Lease Revenues

The City receives $122,000 per annum pursuant to the Lease and Agreement between the City, as lessor, and the Board of Trustees of the University of Arkansas, as lessee, providing for the University's occupancy of the Existing Facility. The Lease and Agreement contains a provision relieving the University of its obligations thereunder in the event that, as of the end of any biennial period ending on June 30 of each odd-numbered year, the General Assembly has neither appropriated nor approved funds for the purpose of the University's paying rent under the Lease and Agreement. Notwithstanding the foregoing, the Lease and Agreement contains restrictions on the University's ability to terminate the Lease and Agreement for reasons of nonappropriation, including a covenant to use its best efforts to obtain an appropriation of the necessary funds.

The term of the Lease and Agreement expires on October 1, 2004. Provided all bonds issued to finance the Existing Facility have then been retired, the University will have an option at that time to acquire the Existing Facility. All amounts received by the City upon the University's exercise of such option will be deposited in the Bond Fund

created under the Indenture, but it should be noted that the exercise price of the University's option to purchase the Existing Facility may be as little as ten dollars ($10.00).

Bond Reserve Fund Requirement

The Indenture requires that a Bond Reserve Fund be established and held by the Trustee. Upon delivery of the Series 1998 Bonds, the amount on deposit in the Bond Reserve Fund will be increased, using proceeds of the Series 1998 Bonds, to an amount equal to the least of (i) the sum of 10% of the face amount of all series of Outstanding Bonds, (ii) maximum annual Debt Service on all Outstanding Bonds, and (iii) 1.25 times the average annual Debt Service on all Outstanding Bonds (the "Bond Reserve Fund Requirement"). Moneys held for the credit of the Bond Reserve Fund will be used to pay interest and maturing principal on the Bonds, whether at the stated payment date or by mandatory sinking fund installments, whenever moneys held for the credit of the Bond Fund are insufficient for such purposes.

State Turnback Revenues

Pursuant to the Turnback Law, the State of Arkansas may enter into an agreement with a municipality to turn back a portion of the State sales tax and State income tax proceeds to such municipality to assist in the payment of debt service on bonds issued by the municipality to finance eligible facilities, amounts theretofore expended by a municipality from its revenues to acquire or construct eligible facilities, and expenditures relating to the eligible facilities. The Turnback Law defines the term "eligible facilities" generally to include any publicly owned tourist meeting facilities or tourist entertainment facilities.

Upon application by a municipality to the State Board of Finance (the "Board"), the Board will determine whether facilities financed by the municipality are eligible for State assistance pursuant to the Turnback Law. Upon a determination of eligibility and a determination that State assistance is in the best interest of the municipality and the State, which determinations are in the discretion of the Board, the Board will fix the amount of State sales and income tax collections to be turned back to the municipality in connection with the eligible facilities and will enter into a two-year agreement with the municipality for quarterly payments of the fixed amount. The fixed amount shall be an amount not less than one-third nor more than two-thirds of the additional amounts of State income tax and sales tax estimated by the Board to be generated by the eligible facilities. At the expiration of the two-year agreement, the Board is again to fix the amount of quarterly payments.

No more than 80% of the eligible debt service requirements (including principal, interest and Trustee's and Paying Agent's fees and charges) due on any date with respect to bonds financing eligible facilities may be paid from State Turnback Revenues relating to such eligible facilities. When such bonds are fully retired, any remaining State Turnback Revenues relating to such eligible facilities held by the Trustee of the bonds must be returned to the State. Upon the full retirement of bonds issued to finance such eligible facilities and the investment by the municipality of its revenue in such eligible facilities has been repaid, the municipality may continue to apply to the Board for continuing state assistance in paying the costs of such eligible facility relating to improvements and maintenance, facility advertising and facility event inducement, subject to limitations contained in the Turnback Law.

Any agreements made by the Board and any payments by the State are subject to the approval of, and specific appropriation by, the General Assembly of the State and shall be appropriated for a term not exceeding two years. The General Assembly may appropriate payments for additional two-year terms.

Nothing in the Turnback Law shall be construed as a pledge of the faith or credit of the State or any of its revenues. The General Assembly is not required to appropriate any amounts and is not prohibited from repealing the statute authorizing the payment of State Turnback Revenues at any time.

The City has covenanted in the Indenture to apply and continue to apply for State Turnback Revenues in the full amounts available under the Turnback Law with respect to each facility financed with Bonds issued under the

Indenture so as further to secure payment of each series of the Bonds, and, pursuant to the Indenture, has pledged any moneys so received to the payment of such series of the Bonds. Since the City's receipt of any State Turnback Revenues is dependent upon Board approval and appropriation by the General Assembly, no assurance can be given that any State Turnback Revenues relating to the eligible facilities financed with a series of the Bonds will be received while any of such series of the Bonds are outstanding.

The following table shows the amounts of State Turnback Revenues received to date by the City relating to the Existing Facility. The first year of such receipts was 1984:

Calendar Year	Total Receipts
1984	$240,390
1985	148,638
1986	166,490
1987	151,697
1988	205,887
1989	218,642
1990	228,023
1991	238,583
1992	340,114
1993	276,374
1994	222,284
1995	358,885
1996	180,768
1997	270,884

Source: The City of Fayetteville.

As indicated above, the City has received and expects to continue to receive State Turnback Revenues with respect to Existing Facility, and the City has covenanted in the Indenture to apply for State Turnback Revenues with respect to each facility financed with Bonds issued under the Indenture, including the Project. There can be no assurance, however, that the City will ever receive State Turnback Revenues with respect to the Project or that, if State Turnback Revenues are received with respect to the Project, they will be received continuously while the Series 1998 Bonds are Outstanding.

Under the Turnback Law, State Turnback Revenues received by a municipality with respect to eligible facilities ("Eligible Facilities") financed with one series of bonds cannot be applied to pay debt service on another series of bonds, even if such other series of bonds was issued to finance other Eligible Facilities. Accordingly, any State Turnback Revenues received by the City with respect to the Existing Facility, or with respect to Eligible Facilities financed by the issuance of Additional Bonds (other than the Series 1998 Bonds) under the Indenture, will not secure payment of the Series 1998 Bonds and will not be used to pay any of the debt service on the Series 1998 Bonds. Similarly, any State Turnback Revenues received by the City with respect to the Project will not secure payment of the Series 1995 Bonds or any Additional Bonds (other than the Series 1998 Bonds) issued under the Indenture and will not be used to pay any of the debt service on any such Bonds other than the Series 1998 Bonds.

DEBT SERVICE REQUIREMENTS

The debt service requirements on the Series 1998 Bonds are as follows:

Year	Principal	Interest	Total
1999			
2000			
2001			
2002			
2003			
2004			
2005			
2006			
2007			
2008			
2009			
2010			
2011			
2012			
2013			
2014*			
2015*			
2016*			
2017*			
2018*			

* Term Bonds Maturing October 1, 2018

The debt service requirements on the Series 1995 Bonds are as follows:

Year	Principal	Interest	Total
10-01-1998	265,000	55,092.50	375,185.00
04-01-1999		48,798.75	
10-01-1999	280,000	48,798.75	377,597.50
04-01-2000		41,938.75	
10-01-2000	295,000	41,938.75	378,877.50
04-01-2001		34,563.75	
10-01-2001	310,000	34,563.75	379,127.50
04-01-2002		26,658.75	
10-01-2002	325,000	26,658.75	378,317.50
04-01-2003		18,290.00	
10-01-2003	340,000	18,290.00	376,580.00
04-01-2004		9,450.00	
10-01-2004	360,000	9,450.00	378,900.00

The debt service requirements on all Bonds Outstanding (consisting of the Series 1998 Bonds and the Series 1995 Bonds) are:

Year	Principal	Interest	Total
1999			
2000			
2001			
2002			
2003			
2004			
2005			
2006			
2007			
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			

ADDITIONAL BONDS

The Indenture permits the issuance of Additional Bonds which shall be on a parity with and entitled to the same benefit and security of the Indenture as the Series 1998 Bonds and the Series 1995 Bonds, except as restricted by the StateTurnback Law.

Additional Bonds

Additional Bonds on a parity with the Series 1998 Bonds and the Series 1995 Bonds, issued pursuant to the Indenture for the purpose of financing Additional Convention Facilities, may not be delivered unless all of the following terms and conditions are met:

(a) The amount of the Bond Reserve Fund, upon the issuance and delivery of such Additional Bonds and the deposit in the Bond Reserve Fund of any amount provided therefor in the supplemental indenture authorizing the issuance of such Additional Bonds, shall not be less than the Bond Reserve Fund Requirement.

(b) The issuance of Additional Bonds shall not affect the exemption from federal income taxation of the interest on the Bonds then Outstanding under the Indenture.

(c) The City is not in default in the making of any payments to the Trustee as required by the Indenture.

(d) The City shall have filed with the Trustee, pursuant to certain provisions of the Indenture, a certificate of an independent certified public accountant (attached hereto as Appendix B) to the effect that Pledged Revenues for the Fiscal Year immediately preceding the date on which such Additional Bonds are to be issued were equal to at least 120% of the maximum annual Debt Service in any Fiscal Year thereafter with respect to all then Outstanding Bonds

and the Additional Bonds then proposed to be issued. In making the computation set forth in this paragraph, the City may treat any increase in the rate of the Tax levied prior to the date of issuance of such Additional Bonds as having been in effect throughout the Fiscal Year immediately preceding the date on which such Additional Bonds are to be issued and may include in Tax Revenues for such Fiscal Year the amount that would have been received had the Tax been levied at the higher rate throughout such Fiscal Year.

Subordinate Obligations

The City may issue obligations other than Additional Bonds payable from the Pledged Revenues so long as use of the Pledged Revenues in favor of such obligations shall be made expressly subject and subordinate to the pledge and use of Pledged Revenues to pay principal of and premium, if any, and interest on the Bonds, and to make all required deposits into all funds held by the Trustee pursuant to the Indenture.

THE PROJECT

The Project, to be constructed with a portion of the proceeds of the Series 1998 Bonds, will consist of a multi-purpose civic center (commonly known as the Town Center) located on the south side of the downtown square, which will provide exhibit area for meetings and conventions, expanding the capabilities of the Center for Continuing Education located on the northeast side of the downtown square and area hotels. Meeting and exhibit space will also be available to local groups and provide a setting for such events as civic and private receptions, school activities, community meetings, banquets, job fairs, trade shows, and University of Arkansas events. The Project, will also include the construction of a multi-level parking garage which will be used to serve the Town Center and the downtown area.

THE CITY

General

The City is a city of the first class organized and existing under the laws of the State. The City is the seat of government of Washington County (the "County") and is the sixth largest city in the State. It is located in the Metropolitan Statistical Area of Fayetteville/Springdale/Rogers, which includes all of Washington and Benton Counties in the northwest part 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. 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 municipal airport with a 6,006-foot runway is available for air travel. Commuter airlines provide daily flights from the airport.

Government

The City currently operates under the Mayor-Council form of government pursuant to which a Mayor, City Attorney, City Clerk/Treasurer, and eight Aldermen are elected. The Mayor, City Attorney, and City Clerk/Treasurer are full-time positions elected to four-year terms. The eight Aldermen represent the four wards of the City with two positions being elected from each ward, each serving a four-year term. The City's elected officials, the dates on which their terms expire and their principal occupations are as follows:

Name	Term Expires	Principal Occupation
Fred B. Hanna	12/2000	Mayor
Jerry Rose	12/1998	City Attorney
Heather Woodruff	11/1998	City Clerk & Treasurer
Stephen Miller	12/1998	Alderman, Microbiologist
Heather Daniel	12/1998	Alderwoman, School Teacher
Cyrus Young	12/1998	Alderman, Engineer
Trent Trumbo	12/1998	Alderman, Stock Broker
Donna Pettus	12/1998	Alderwoman, Attorney
Kit Williams	12/1998	Alderman, Attorney
Randy Zurcher	12/1998	Alderman, School Teacher
Len Schaper	12/1998	Alderman, Professor of Electrical Engineering

Economic Data

Per capita income figures for the Fayetteville/Springdale/Rogers MSA and the State of Arkansas are as follows:

Year	Fay/Spr/ Rogers MSA	Arkansas
1996	$21,489	$18,959
1995	20,211	18,126
1994	19,010	17,142
1993	17,996	16,451
1992	17,413	15,846
1991	16,110	14,799
1990	15,501	13,779

Source: Arkansas Institute for Economic Advancement, UALR

Retail sales figures for the Fayetteville/Springdale/Rogers MSA and the State of Arkansas are as follows:

Year	Fay/Spr/ Rogers MSA	Arkansas	MSA as a Percentage of the State of Arkansas
1995	$2,486,425,000	$20,998,923,000	11.84%
1994	2,217,229,000	19,090,516,000	11.61
1993	1,880,105,000	16,997,721,000	9.04
1992	1,703,477,000	15,741,081,000	10.82
1991	1,655,067,000	15,583,945,000	10.62
1990	1,596,726,000	15,386,039,000	10.38

Source: Sales & Marketing Management Survey of Buying Power

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

Year	Real Property	Personal Property
1996	$359,369,202	$113,157,365
1995	340,593,452	101,274,620
1994	245,093,513	86,322,277
1993	224,761,883	69,214,452
1992	210,923,383	69,258,659
1991	200,876,303	65,968,688
1990	193,541,333	61,326,102

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:

Year	Commercial Permits	Residential Permits	Value of Permits
1997	37	326	$59,055,194
1996	44	551	64,057,664
1995	54	616	90,946,650
1994	76	633	97,389,564
1993	55	596	87,005,237
1992	48	425	56,279,064
1991	37	316	40,132,613
1990	26	272	36,434,671

(1) Does not include activity of the University of Arkansas and renovations to existing structures.

Source: City of Fayetteville.

Unemployment figures for the Fayetteville/Springdale/Rogers MSA and the State of Arkansas are as follows:

Year	Fay/Spr/Rogers MSA	State of Arkansas
1996	2.5%	5.4%
1995	2.4	4.9
1994	2.7	5.3
1993	3.0	6.2
1992	3.7	7.2
1991	3.9	7.3

Source: Arkansas Employment Security Department

The following is a table of bank deposits for all banks (does not include savings and loan institutions) in Fayetteville.

Year	Total Bank Deposits
1996	$915,949,000
1995	868,699,000
1994	820,376,000
1993	823,479,000
1992	764,171,000
1991	546,447,601
1990	541,186,738

Source: Arkansas Bankers Association

The following is a table of population changes for the City of Fayetteville, the Fayetteville/Springdale/Rogers MSA and the State of Arkansas.

Year	Fayetteville	Fay/Spr/Rogers MSA	State of Arkansas
1997	52,662		
1990	42,099	210,908	2,350,725
1980	36,608	178,609	2,286,435
1970	30,729	127,846	1,923,322
1960	20,274	92,069	1,786,272

The principal campus of the University of Arkansas is located in the City of Fayetteville and had total enrollment for the fall of 1997 of $14,384. For the 1997-98 fiscal year ending June 30, 1998, the University has an operating budget of approximately $133,794,000, which does not include the agricultural experimentation station or other associated operations. On the Fayetteville campus, the University employs approximately 3,027 full-time faculty, administrative, secretarial, clerical, and maintenance personnel making the University the largest employer in the community.

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

Organization Name	Product or Service	Appx. Number of Employees
Campbell Soup	Manufacturing	1,000-2,500
Washington Regional Medical Center	Health Care	1,000-2,500
Superior Industries International	Manufacturing	1,000-2,500
Fayetteville School District	Education	500-999
Tyson Entree Division	Manufacturing	500-999
Tyson Mexican Original	Manufacturing	500-999
Arkansas Western Gas Company	Utility	300-499
City of Fayetteville	Government	300-499
Standard Register	Manufacturing	300-499
Veterans's Admin. Medical Center	Health Care	300-499
Wal-Mart Stores (Fayetteville)	Retail Sales	300-499
Washington County	Government	300-499

Source: Fayetteville Chamber of Commerce.

THE COMMISSION

General

The Advertising and Promotion Commission of the City of Fayetteville, Arkansas (the "Commission"), was created pursuant to the authority of the Act. The Commission is responsible for the advancement and promotion of the City and its environs and oversees the lease of the Existing Facility to the Board of Trustees of the University of Arkansas. The Commission is composed of four members appointed by the City Council, who are hotel, motel, or restaurant owners or managers. The three remaining members are two members of the City Council and one member from the public at large. The present members of the Commission are as follows:

Member	Term Expires
Alex Jerde	April 1, 2002
Joe Fennel	April 1, 1999
Jim Waselues	April 1, 2000
Carl Maguire	April 1, 2001
Curtis Shipley	April 1, 2001
Alderman Kit Williams	Indefinite
Mayor Fred Hanna	Indefinite

The Existing Facility

The Existing Facility, commonly known as the University of Arkansas Center for Continuing Education, is located on the northeast corner of the square in downtown Fayetteville, Arkansas, and houses the University's Division of Continuing Education. The Division's Department of Conferences is responsible for operation of the 73,600 square foot Existing Facility as a meeting and conferencing facility.

The Existing Facility is designed for conferences, seminars and workshops of 40 to 400 participants. There are 13 meeting rooms available including two auditoriums, one which accommodates 400 and another which accommodates 75. The meeting rooms located on the Existing Facility fourth floor have flexible walls permitting a variety of room configurations.

In addition to meeting space, the Existing Facility supports conferencing activities with state of the art audio/visual services. The Division's Department of Media Service's capabilities range from performing tasks as simple as reproducing 35mm slides to tasks as complex as producing business theater productions broadcast live via satellite to distant locations.

The Department of Conferences, in addition to providing access to the Existing Facility, provides a full array of services including program planning, program promotion, mailing services, registration services, complete logistical support, transportation, evaluation and other services required by clients.

SOURCES AND USES OF FUNDS

The following is a summary of the estimated sources and applications of funds associated with the Series 1998 Bonds:

Sources of Funds:

Par Amount of Series 1998 Bonds
Existing Funds
Accrued Interest
Total Sources of Funds

Uses of Funds:

Construction and Equipping of the Project
Deposit to Bond Reserve Fund
Costs of Issuance, including Underwriters' Discount
Accrued Interest
Total Uses of Funds

SUMMARY OF THE INDENTURE

The following, in addition to information contained in other sections of this Preliminary Official Statement, summarizes certain provisions of the Indenture, to which document in its entirety reference is made for the detailed provisions thereof. See also the information under the headings "THE SERIES 1998 BONDS," "ADDITIONAL BONDS" and "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" in this Preliminary Official Statement.

Certain Definitions

"Act" means the Advertising and Promotion Commission Act, as amended, Arkansas Code Annotated §§ 26-75-601 through 618 (Repl. 1997).

"Additional Bonds" means Bonds issued under the provisions of Section 210 of the Indenture.

"Additional Convention Facilities" means land, buildings, structures, machinery, furniture, fixtures, equipment, and all related or necessary tangible property constituting additions or improvements to the Existing Convention Facilities or other Convention Facilities wherever located to which the Issuer has right, title, or ownership, in whole or undivided part, and, if in undivided part, then to the extent of the Issuer's right, title, or ownership.

"Bond Fund" means the Bond Fund created by Section 501 of the Indenture.

"Bond Fund - Redemption Account" means the Redemption Account in the Bond Fund created by Section 501 of the Indenture.

"Bond Reserve Fund" means the Bond Reserve Fund created by Section 501 of the Indenture.

"Bond Reserve Fund Requirement " means as of any date, an amount equal to the least of (a) the sum of 10% of the face amount of all series of Outstanding Bonds, (b) maximum annual Debt Service on all Outstanding Bonds, and (c) 1.25 times the average annual Debt Service on all Bonds Outstanding. For all purposes the Bond Reserve Fund Requirement may be satisfied by cash or by Investment Obligations.

"Bonds" means the Series 1998 Bonds, the Series 1995 Bonds and Additional Bonds, if any, authenticated and delivered under the Indenture.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commission" means the Advertising and Promotion Commission of the City of Fayetteville, Arkansas, or any successor thereto.

"Completion Date" means the date upon which Additional Convention Facilities are first ready for normal continuous operation or the date upon which damaged Convention Facilities are replaced in normal continuous operation.

"Construction Fund" means the Construction Fund created by Section 603 of the Indenture.

"Convention Facilities" means the Existing Convention Facilities and any Additional Convention Facilities as may be acquired in the future.

"Convention Facilities Revenues" means payments received under the Lease Agreement, or in the absence of the Lease Agreement, all income, tolls, rents, fees, charges, returns, and other moneys received from the operation and ownership of the Convention Facilities, including, without limitation, (i) all income, tolls, rents, fees, charges, returns, and other moneys received from the sale, furnishing, or supplying of the services and facilities of the Convention Facilities, (ii) the investment income on all funds held by the Trustee pursuant to the provisions of this Indenture, and (iii) the income from the investment of any other moneys derived from the ownership or operation of the Convention Facilities.

"Cost of Construction" means all costs paid or incurred by the Issuer in connection with the acquiring, constructing, and equipping of Additional Convention Facilities and placing of the same in operation or the reconstruction and re-equipping of damaged Convention Facilities and replacing them in operation, including, without limitation, paying all or a portion of the interest on any series of Bonds for such purpose; paying or reimbursing the Issuer or any fund for expenses of the Issuer incident and properly allocable to such acquisition, construction, and equipping of Additional Convention Facilities or reconstruction and re-equipping and the placing or replacing of the Convention Facilities in operation; and all other items of expenses incident and properly allocable to the acquisition, construction, and equipping of Additional Facilities, the financing of the same, and the placing of the same in operation.

"Cost of Issuance Fund" means the cost of Issuance Fund created by Section 501 of the Indenture.

"County" means Washington County, Arkansas.

"Debt Service" means with respect to any series of Bonds for any Payment Period, the amount required to pay the sum of the interest on such Bonds payable during the Payment Period and the principal of, and any other amount required to effect any mandatory redemption of, such Bonds, if any, during the Payment Period.

"Eligible Bonds" mean the Bonds as to which State Turnback Revenues may, pursuant to the Turnback Law and applicable agreements between the Issuer and the State of Arkansas, be applied to pay principal, interest, and trustee's and paying agent's fees and charges.

"Existing Convention Facilities" means the Issuer's convention facilities, consisting of real and personal property located in the City of Fayetteville, Arkansas, and commonly known as "the Continuing Education Center."

"Fiscal Year " means a calendar year.

"Government Securities" mean direct obligations of the United States of America or securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

"Holder" or *"Bondholder"* or *"Owner of the Bonds"* means the person in whose name the Bond is registered.

"Interest Payment Date" means any date on which interest is payable on the Bonds.

"Investment Obligations" mean any of the following which at the time are legal investments under the laws of the State of Arkansas for moneys held hereunder and then proposed to be invested therein:

(a) Government Securities;

(b) Bankers acceptances, certificates of deposit or time deposits of such bankers acceptances, certificates of deposit or time deposits of any bank, trust company or savings and loan association (including any investment in pools of such bankers acceptances, certificates of deposit or time deposits), which, to the extent that such obligations are not insured by the Federal Deposit Insurance Corporation, are collateralized at all times in amounts and by obligations as shall be permitted by State Law;

(c) Any mutual fund(s) rated AAA by Moody's or S&P consisting entirely of Governmental Securities; and

(d) The Trustee may, with prior written approval of an Issuer Representative, invest in securities other than those listed in (a) through (c) above to the extent that the same are legal investments for the investment of public funds under State law.

"Issuer" means the City of Fayetteville, Arkansas.

"Issuer Representative" means the person at the time designated to act on behalf of the Issuer by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor and the Chairman of the Commission. Such certificate may designate an alternate or alternates.

"Lease Agreement" means the Lease and Agreement dated as of October 1, 1979, as amended as of October 1, 1995, wherein the City is Lessor and the Board of Trustees of the University of Arkansas is Lessee, recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, described in Section 413 of the Indenture.

"Lease Revenues" means revenues received by the Lessee under the Lease Agreement.

"Lessee" means the Board of Trustees of the University of Arkansas.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Net Proceeds" means when used with reference to the Bonds, the face amount of the Bonds, plus accrued interest and premium, less any original issue discount, if any.

"Outstanding Bonds" means all Bonds which have been authenticated and delivered under the Indenture except:

(a) Bonds canceled because of payment at maturity or redemption by the City prior to maturity;

(b) Bonds for the payment or redemption of which the City has deposited cash or Government Securities with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) provided that if such Bonds are to be redeemed prior to the maturity thereof, irrevocable notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made therefor, or a waiver of such notice, satisfactory in form to the Trustee, shall have been filed with the Trustee;

(c) Bonds in lieu of which others have been authenticated and delivered under the Indenture; and

(d) Bonds deemed to have been paid as provided in the Indenture.

"Payment Period " means a period from, but not including, a Principal Payment Date up to, and including, the next succeeding Principal Payment Date.

"Pledged Revenues" means Tax Revenues, State Turnback Revenues and Convention Facilities Revenues.

"Principal Payment Date" means any date on which principal is payable on the Bonds, whether at maturity, by operation of the mandatory sinking fund, or otherwise.

"Rebate Fund" means the Rebate Fund created by Section 501 of the Indenture.

"Record Date" means the close of business on the 15th day of the calendar month next preceding each interest payment date on the Bonds or, if such day shall not be a business day, the immediately preceding business day.

"Revenue Fund" means the Revenue Fund created by Section 501 of the Indenture.

"Series 1995 Bonds" means the Series of Bonds issued under and secured by the Indenture in the principal amount of $2,675,000.

"Series 1998 Bonds" mean the Series of Bonds issued under and secured by the Indenture in the principal amount of $_____*.

"S&P" means Standard & Poor's Rating Agency and its successors.

"State Turnback Revenues" mean payments received by or on behalf of the City in accordance with the provisions of the Turnback Law for use in paying principal, interest and Trustee's and Paying Agent's fees and charges on Eligible Bonds.

"Tax" means the tax levied by the Issuer upon the gross receipts or gross proceeds (i) derived from furnishing hotel or motel accommodations for profit within the boundaries of the Issuer, and (ii) the restaurants, cafes, cafeterias and all other establishments engaged in the business of selling prepared food for on-premises consumption. The 1997 Tax has been levied by Ordinance No. 2310 of the Issuer as amended pursuant to the authority of the Act, at the rate of 1%.

"Tax Regulatory Agreement" means with respect to any series of Bonds, an agreement of the Issuer 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.

"Tax Revenues" means revenues derived by the Issuer from the Tax.

"Trust Estate" means the Pledged Revenues and all moneys and securities on deposit in the funds and accounts created hereby and held by the Trustee except the Rebate Fund and Cost of Issuance Fund.

"Trustee and Paying Agent" means the Trustee and Paying Agent for the time being, whether original or successor, with the same institution to always occupy both positions, and with the original Trustee and Paying Agent being Bank of Oklahoma, N.A., Tulsa, Oklahoma.

"Turnback Law" means the City-County Tourist Meeting and Entertainment Facilities Assistance Law, Arkansas Code Annotated §§14-171-201 to 217 (1987 & Supp. 1997).

"Underwriters" means the original purchasers of the Series 1998 Bonds, being Llama Company and Stephens Inc.

Various Funds and Accounts Created by the Indenture

The Indenture creates the following funds which are required to be held and maintained by the Trustee and the City:

(1) Revenue Fund;

(2) Bond Fund;

(3) Bond Reserve Fund;

(4) Rebate Fund;

(5) Cost of Issuance Fund; and

(6) Construction Fund.

The Revenue Fund and the Construction Fund shall be maintained by the City as segregated funds and the Bond Fund, including the Redemption Account of the Bond Fund, the Bond Reserve Fund, the Rebate Fund, and the Cost of Issuance Fund shall be maintained by the Trustee as segregated funds.

Revenue Fund

(a) The City shall promptly deposit to the Revenue Fund all Tax Revenues as collected and shall transfer to the Trustee, on or before the fifteenth day of each month, the amounts required for debt service on the Bonds as described below:

(1) The City shall transfer to the Trustee for deposit to the Bond Fund an amount equal to one-sixth (1/6th) of the interest due on Outstanding Bonds on the next Interest Payment Date plus one-twelfth (1/12th) of the principal due on Outstanding Bonds on the next Principal Payment Date, after taking into account amounts held in the Bond Fund for the payment of such principal and interest, and for deposit into a separate account, such amount as is required to make the amount in each additional fund or account created for the payment of debt service on Additional Bonds equal to the amount then required to be in such fund or account. The City shall also transfer to the Bond Fund any amount required to pay any Trustee and Paying Agent fees for any Outstanding Bonds.

(2) The City shall transfer to the Trustee, for deposit into the Bond Reserve Fund for Outstanding Bonds, beginning in the month following any month in which a deficiency in the Bond Reserve Fund was created by a withdrawal, valuation or otherwise, an amount at least equal to one-twelfth (1/12th) of the amount of such deficiency until the amount in the Bond Reserve Fund is equal to the Reserve Fund Requirements.

(3) The City shall transfer to the Trustee for deposit to the Rebate Fund the amount, if any, required pursuant to Section 505 of the Indenture.

(b) The City shall pay, from the moneys on deposit in the Revenue Fund, any taxes, insurance or other operating expenses of the Convention Facilities as required by the Indenture or that are necessary operating costs of the Convention Facilities.

(c) Any moneys remaining in the Revenue Fund following the transfer required by Section 502 of the Indenture may be used for any lawful purpose as determined by the Commission.

Bond Fund

The Trustee shall promptly deposit the following receipts in the Bond Fund:

(1) Any accrued interest received as proceeds of a series of Bonds;

(2) Any capitalized interest received as proceeds of a series of Bonds;

(3) Any State Turnback Revenues received from the State of Arkansas on behalf of the City;

(4) All Lease Revenues received on behalf of the City from the leasing of Existing Convention Facilities;

(5) All amounts required to be transferred from the Revenue Fund, held by the Issuer, pursuant to the Indenture shall be deposited in the Bond Fund;

(6) All amounts required to be transferred from the Bond Reserve Fund pursuant to the Indenture;

(7) All amounts required to be transferred from the Cost of Issuance Fund pursuant to the Indenture;

(8) Any amounts received by the Trustee for the purpose of redeeming Bonds pursuant to the Indenture shall be deposited in the Bond Fund - Redemption Account.

The Trustee shall pay out of the Bond Fund to the Trustee and Paying Agent the amounts required for the payment of principal and interest on any Principal Payment Date or Interest Payment Date.

Whenever the moneys in the Bond Fund are insufficient to pay the interest and principal due on the Bonds, the Trustee shall on the second day prior to such date, withdraw from the Bond Reserve Fund and deposit into the Bond Fund an amount equal to the deficiency.

Bond Reserve Fund

(a) The Trustee shall promptly deposit the following receipts in the Bond Reserve Fund:

(1) Any amounts required to be deposited to the Bond Reserve Fund from proceeds of a series of Bonds, as set forth in the Indenture;

(2) All amounts required to be transferred to the Bond Reserve Fund from the Revenue Fund pursuant to Section 502 of the Indenture; and

(3) Any other amounts received by the Trustee from the Issuer with instructions to deposit the same in the Bond Reserve Fund.

(b) Whenever the moneys in the Bond Fund are insufficient to pay the interest and principal due on Bonds, the Trustee shall apply amounts from the Bond Reserve Fund to the extent necessary to make good the deficiency.

(c) Whenever moneys and securities in the Bond Reserve Fund exceed the Bond Reserve Fund Requirement, the Trustee shall, at the written direction of an Issuer Representative, transfer the excess to the Issuer for the benefit of the Commission.

(d) Promptly upon receipt thereof by the Trustee, any interest earned or gains realized by investments of moneys held in the Bond Reserve Fund for the preceding calendar month shall be transferred into the Bond Fund.

Rebate Fund

There shall be deposited in the Rebate Fund the amount of all income or gain on moneys deposited in any of the funds and accounts established by the Indenture which is required to be rebated to the United States and designated for deposit therein, as calculated by the Issuer to be owing to the United States pursuant to the Tax Regulatory Agreement, which shall be delivered by the Issuer concurrently with the issuance of a series of Bonds.

The Trustee, upon receipt of written instructions from a Issuer Representative, shall pay to the United States out of amounts in the Rebate Fund such amounts as are required pursuant to the Tax Regulatory Agreement.

Any moneys remaining in the Rebate Fund after the payment at maturity or redemption of all Bonds and payment of 100% of the amounts payable to the United States shall be transferred to the Issuer for the benefit of the Commission.

Cost of Issuance Fund

There shall be deposited in the Cost of Issuance Fund (1) from the proceeds of a series of Bonds, such amounts as shall be specified in delivery instructions of the Issuer for deposit therein, and (2) such other amounts as shall be received by the Trustee from the Issuer with instructions to deposit the same in Cost of Issuance Fund.

Moneys at any time held in the Costs of Issuance Fund shall be used for and applied solely to pay costs of issuance of Bonds including consultants, legal, and financial advisory fees and expenses.

Payments from the Cost of Issuance Fund shall be made by the Trustee upon receipt of a requisition, signed by an Issuer Representative, stating in respect to each payment to be made, at least, (i) the item number of the payment, (ii) the name of the person or party to whom payment is to be made, (iii) the amount to be paid, and (iv) that obligations in the stated amounts have been incurred by the Issuer, and that each item thereof is a proper charge against the moneys in the Cost of Issuance Fund and has not been paid and that such payment is not prohibited by the Act. Upon receipt of each such requisition, the Trustee shall pay each such item directly to the person or party entitled thereto as named in such requisition or shall reimburse itself for such payment.

Any interest earned or gains realized by investments of moneys held in the Cost of Issuance Fund shall be retained in the Fund. Upon delivery of an Issuer Representative's certificate stating all costs of issuance have been paid, the Trustee shall transfer the balance of moneys in the Cost of Issuance Fund to the Bond Fund and the Cost of Issuance Fund shall be closed.

Construction Fund

There shall be deposited in the Construction Fund proceeds of Additional Bonds as directed in a supplemental indenture. The Cost of Construction shall be paid from the Construction Fund for the applicable series of Bonds, as provided in the Indenture. The Indenture provides for the filing of requisitions prior to the payment of Costs of Construction from the Construction Fund, and sets forth the required contents of such requisitions. On the Completion Date, any balance remaining in the Construction Fund (except for amounts retained by the City for Costs of Construction not then due and payable, to remedy defects, or for seasonal completion) shall be disbursed by the Trustee and deposited in the Bond Fund - Redemption Account for (a) the redemption of Bonds of the same series of Bonds from which such moneys were derived on or prior to the earliest redemption date permitted by the Indenture without a premium or penalty in accordance with the provisions of the Indenture; (b) the payment of a portion of the annual principal due on Bonds of the same series from which such moneys were derived (i) in years before such Bonds are subject to redemption, (ii) in years when such Bonds are subject to redemption but only in an amount in excess of the unexpended proceeds of such Bonds, or (iii) for early redemption, provided, however, that the portion of the annual principal payment due on such Bonds that may be paid hereunder shall not exceed an amount that bears the same ratio to the annual principal due that the total unexpended proceeds of such Bonds (exclusive of investment earnings) bear to the face amount of such Bonds; or (c) any other purpose provided that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under the Act and will not adversely affect the exclusion from federal income taxes of interest on any of the Bonds. Until used for one or more of the foregoing purposes, such segregated amount may be invested as permitted by this Indenture but may not be invested, without an opinion of Bond counsel to the effect that such investment will not adversely affect the exclusion from federal income taxes of interest on any of the Bonds, to produce a yield greater than the yield on the Bonds, all in accordance with Section 148 of the Code and regulations promulgated thereunder.

Investments

At the direction of the City or absent such direction, the Trustee shall invest moneys in funds and accounts in Investment Obligations with maturity or redemption dates consistent with the terms at which the moneys will be required for the purposes provided in the Indenture. Moneys in separate funds and accounts may be commingled for the purpose of investment.

Subject to the provisions of the Tax Regulatory Agreement and terms of the Indenture, Investment Obligations purchased with moneys held in or attributable to any fund or account held by the City or the Trustee under the provisions of the Indenture shall be deemed at all times to be a part of such fund or account and the income or interest earned, profits realized, or losses suffered by a fund or account due to the investment thereof shall be retained in, credited, or charged, as the case may be, to such fund or account unless otherwise provided pursuant to the Indenture.

Defeasance

The Indenture provides that when the Issuer shall pay or cause to be paid the holders of the Bonds the principal, premium, if any, and interest to become due on the Bonds at the times and in the manner stipulated therein, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in the Indenture, 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 the Indenture and execute and deliver to the Issuer such instruments necessary to satisfy the lien created by the Indenture, and reconvey to the Issuer the estate conveyed by the Indenture, and assign and deliver to the Issuer any property at any time subject to the lien of the Indenture which may be in the Trustee's possession, except cash or Government Securities held by the Trustee for the payment of the principal of and interest on the Bonds. The Bonds for the payment or redemption of which moneys or noncallable Government Securities maturing on or prior to the maturity or redemption date of such Bonds shall have been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid within the meaning of the Indenture; provided, however that if such Bonds are to be redeemed prior

to the maturity thereof, notice of such redemption shall have been duly given. In determining the sufficiency of such deposit, there shall be considered the principal amount of such Government Securities and interest to be earned thereon until maturity.

The Issuer may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered under the Indenture, which the Issuer may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Events of Default

Any of the following events is defined as and declared to be and constitute an "event of default" under the Indenture:

(a) Default by the Issuer in the due and punctual payment of any interest on any Bond secured by the Indenture and outstanding;

(b) Default by the Issuer in the due and punctual payment of the principal of, and premium, if any, on any Bond secured by the Indenture and outstanding, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default by the Issuer in the due and punctual payment of any Tax Revenues required to be paid to the Trustee for deposit into the Bond Fund and the continuance thereof for a period of 15 days after written notice to the Issuer by the Trustee or by the holders of not less than 10% in aggregate principal amount of Outstanding Bonds; or

(d) Default by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part contained in the Indenture, or in the Bonds, and the continuance thereof for a period of 60 days after written notice to the Issuer by the Trustee or by the holders of not less than 10% in aggregate principal amount of Outstanding Bonds.

Remedies of Bondholders

The Trustee may in its discretion waive any "event of default" hereunder and its consequences and rescind any declaration of maturity of principal and premium and shall do so upon the written request of the holder of 50% in principal amount of all Bonds outstanding hereunder, provided, however, that there shall not be waived (a) any event of default in the payment of the principal of and premium, if any, on any Bonds issued under the Indenture and outstanding thereunder at the date of maturity specified therein or (b) any default in the payment of the interest unless prior to such waiver or recession all arrears of principal (due otherwise than by declaration), premium, and interest and all expenses of the Trustee and Paying Agent shall have been paid or provided for, and in case of any such waiver or rescission the City, the Trustee, and the bondholders shall be restored to their former positions and rights thereunder respectively; but no such waiver or recession shall extend to any subsequent or other default, or impair any right consequent thereon.

No holder of any Bonds 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 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 1101 of the Indenture, or of which said subsection it is deemed to have notice, nor unless such default shall have become an event of default and the holders of 25% 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 Section 1101 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 the 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 the Indenture by action of such 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, had, and maintained in the manner herein provided for the equal benefit of the holders of all Bonds outstanding hereunder. 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 Bond at and after the maturity thereof, or the obligation of the Issuer 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.

UNDERTAKING TO PROVIDE ONGOING DISCLOSURE

The City, as an "obligated person" within the meaning of Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12) (the "Rule") will undertake to provide the following information:

(1) Annual Financial Information;
(2) Audited Financial Statements; and
(3) Material Event Notices.

The City shall while any of the 1998 Bonds are outstanding provide the Annual Financial Information on or before August 1 of each year (the "Report Date"), beginning on August 1, 1998, to the Trustee and to each then existing national recognized municipal securities repository ("NRMSIR"). The City shall include with each submission of Annual Financial Information to the Trustee a written representation addressed to the Trustee to the effect that the Annual Financial Information is the Annual Financial Information required by the Trust Indenture.

If a Material Event occurs while any Bonds are outstanding, the City shall provide a Material Event Notice in a timely manner to the Trustee and the Trustee shall provide it to the NRMSIR. Each Material Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

The Trustee shall promptly advise the City whenever, in the course of performing its duties as Trustee, the Trustee identifies an occurrence which, if material, would require the City to provide a Material Event Notice pursuant to the Trust Indenture; provided that the failure of the Trustee so to advise the City shall not constitute a breach by the Trustee of any of its duties and responsibilities.

The Trustee shall, without further direction or instruction from the City, provide in a timely manner to the NRMSIR, notice of any failure by the City while any bonds are outstanding to provide to the Trustee Annual Financial Information on or before the Report Date. For the purposes of determining whether information received from the City is Annual Financial Information, the Trustee shall be entitled conclusively to rely on the City's written representation.

If the City provides to the Trustee information relating to the City or the Bonds, which information is not designated a Material Event Notice, and directs the Trustee to provide such information to information repositories, the Trustee shall provide such information in a timely manner to the NRMSIR.

The following are the definitions of the capitalized terms used in the Undertaking to Provide Ongoing Disclosure.

(1) "Annual Financial Information" means operating data with respect to the City.

(2) "Material Event" means any of the following events, if material, with respect to the Bonds.

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults;

(iii) Unscheduled draws on the Bond Reserve Fund reflecting financial difficulties;

(iv) Adverse tax opinions or events affecting the tax-exempt status of the Bonds;

(v) Modifications to rights of security holders;

(vi) Bond calls;

(vii) Defeasances;

(viii) Release, substitution, or sale of property securing repayment of the securities; and

(ix) "Material Event Notice" means written or electronic notice of a Material Event.

The continuing obligation of the City to provide Annual Financial Information and Material Event Notices shall terminate immediately once the Bonds no longer are outstanding.

THE TRUSTEE

The Trustee may execute any of the trust or powers of the Indenture and perform any duties required of it by or through attorney agents, receivers, or employees, and shall be entitled to advice of counsel concerning all matters of trust of, and its duties under, the Indenture 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 of the Indenture. 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 Section 1101 of the Indenture, or 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 inaction in accordance with any such opinion or advice.

The Trustee shall not be responsible for any recital in the Indenture, or in the Bonds (except in respect to the certificate of the Trustee endorsed on such Bonds), or for the recording or re-recording, filing or re-filling of the Indenture, or for insuring the Convention Facilities or collecting any insurance moneys, or for the validity of the execution by the City of the Indenture or of any supplemental indentures or instrument of further assurance or for the sufficiency of the security for the Bonds issued under the Indenture or intended to be secured by the Indenture, or otherwise as to the maintenance of the security of the Indenture, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the City, except as set forth in the Indenture; but the Trustee may require of the City full information and advice as to the performance of the covenants, conditions, and agreements aforesaid as to the condition of the Convention Facilities.

The Trustee may become the owner of the Bonds with the same rights which it would have if not Trustee.

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 the Indenture upon the request or authority or consent of the owner of any Bond secured by the Indenture shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

As to the existence or non-existence 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 or by the Chairman of the Commission 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 Section 1101 of the Indenture, or of which by said subsection it is deemed to have notice, and 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 permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own negligence or willful default.

The Trustee shall not be required to take notice or be deemed to have notice of any default under the Indenture except a default under Section 1001(a), (b), or (c) of the Indenture unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least 10% in aggregate principal amount of Bonds outstanding hereunder and all notices or other instruments required by the Indenture to be delivered to the Trustee must, in order to be effective, be delivered to the office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing any real and tangible personal property.

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 Convention Facilities, including books, papers, and records of the City pertaining to the Convention Facilities and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

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.

Notwithstanding anything elsewhere in the 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, or any action whatsoever within the purview of the 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 Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

Before taking such action thereunder, 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 negligence or willful default of the Trustee, by reasons of any action so taken by the Trustee.

SUPPLEMENTAL INDENTURE

The City and the Trustee may, from time to time, without the approval of any bondholder, enter into such indentures supplemental to the Indenture as shall not be inconsistent with the terms and provisions of the Indenture (which supplemental indenture shall thereafter form a part of the Indenture), (a) to cure any ambiguity, inconsistency, formal defect, or omission in the Indenture or in any supplemental indenture, (b) to grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, authority, or security that may lawfully be granted to or conferred upon the bondholders or the Trustee, (c) to subject to the lien and pledge of the Indenture additional revenues, properties, or collateral, (d) in connection with the issuance of Additional Bonds, (e) 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 (f) 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), or (c) of the following paragraph and which, in the judgment of the Trustee, is not to the prejudice of the Trustee.

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 hereto as shall be deemed necessary and desirable by the Issuer 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 therein shall permit, or be construed as permitting (a) a reduction in the principal amount of any Bond or the premium, if any, or rate of interest thereon, or (b) the creation of a lien upon the Convention Facilities or a pledge of Pledged Revenues other than the lien and pledge created, and other liens and pledges authorized by the Indenture, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture, or (e) any change in the rights of acceleration of maturities of Bonds upon default.

If at any time the City shall request the Trustee to enter into any supplemental indenture for any of the purposes stated above, the Trustee shall, at the expense of the City, give notice of the proposed execution of such supplemental indenture by first class mail to each registered owner at the owner's address on the bond registration book maintained by the Trustee. 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 the Indenture. If the holders of not less than 2/3 in aggregate principal amount of the Outstanding Bonds at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as provided in the Indenture, 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. Upon the execution of any such supplemental indenture, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

UNDERWRITING

The Series 1998 Bonds are being purchased by Llama Company and Stephens Inc. (the "Underwriters"). The Underwriters have agreed to purchase the Series 1998 Bonds at an aggregate discount of $_____ from the initial public offering prices set forth on the cover page. The Bond Purchase Agreement provides that the Underwriters will purchase all the Series 1998 Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in the Bond Purchase Agreement dated as of _____, 1998, the approval of certain

legal matters by counsel and certain other conditions. The initial public offering prices may be changed from time to time by the Underwriters.

The Underwriters may offer and sell Series 1998 Bonds to certain dealers (including dealers depositing Series 1998 Bonds into investment trusts) and others at prices lower than the public offering prices stated on the cover page hereof.

TAX EXEMPTION

In the opinion of the Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., Little Rock, Arkansas, Bond Counsel, under existing law, the interest on the Series 1998 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 1998 Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of the issuance of the Series 1998 Bonds. Bond Counsel expresses no opinion regarding other federal tax consequences arising with respect to the Series 1998 Bonds.

The principal of and interest on the Series 1998 Bonds are exempt from all state, county, and municipal taxes in the State of Arkansas, including income, inheritance, and estate taxes.

The City has certified that it does not expect to issue more than $10,000,000 in tax-exempt obligations in the current calendar year, and has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code.

It is to be understood that the rights of the holders of the Series 1998 Bonds and the enforceability thereof and of 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.

LITIGATION

At the issuance of the Series 1998 Bonds, the City will deliver a certificate that there is no litigation pending, or to the City's knowledge threatened, to restrain or enjoin the issuance or sale of the Series 1998 Bonds or in any way affecting any authority for or the validity of the Series 1998 Bonds or the validity of the Hotel and Restaurant Gross Receipts Tax.

Except as described below, there is no action, suit or proceeding known to be pending or threatened, restraining or enjoining the City in any way which could have a material adverse effect on the City's financial affairs.

RATING

[The Series 1998 Bonds have not been assigned a rating by a Rating Agency and none has been applied for.]

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Series 1998 Bonds are subject to the approval of the Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., Little Rock, Bond Counsel. Certain other legal matters will be passed upon by Williams & Anderson, as Counsel to the Underwriters and by Jerry Rose, City Attorney of the City.

MISCELLANEOUS

The references herein to Arkansas statutes and acts, the Indenture, and other materials are brief outlines of certain provisions thereof. Such outlines do not purport to be complete, and for full and complete statements of such provisions reference is made to such instruments, documents, and other materials, copies of which are on file at the office of Llama Company, One McIlroy Plaza, Suite 302, Fayetteville, Arkansas 72701, and at the principal office of the Trustee.

All projections, estimates and other statements in this Preliminary Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Preliminary Official Statement is not to be construed as a contract or agreement among the City, the Commission and the purchasers or holders of any of the Series 1998 Bonds.

This Preliminary Official Statement has been duly authorized by the City Council of the City, and approved by the Commission.

CITY OF FAYETTEVILLE, ARKANSAS

By /s/_____
Mayor

ADVERTISING AND PROMOTION
COMMISSION OF THE CITY
OF FAYETTEVILLE, ARKANSAS

By /s/_____
Chairman

APPENDIX A

BOND COUNSEL OPINION

Upon delivery of the Series 1998 Bonds in definitive form, Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., Little Rock, Arkansas, proposes to deliver its approving opinion in substantially the following form:

May __, 1998

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

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Advertising and Promotion Commission
of the City of Fayetteville, Arkansas
Fayetteville, Arkansas

Re: $6,950,000* City of Fayetteville, Arkansas, Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by City of Fayetteville, Arkansas (the "City"), of $6,950,000* Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Bonds"). The Bonds are issued pursuant to the Advertising and Promotion Commission Act, as amended, Arkansas Code Annotated §§ 26-75-601 to - 618 (Repl. 1997) (the "Act"), and a Trust Indenture dated as of September 1, 1995, as supplemented and amended by a First Supplemental Trust Indenture dated as of May 1, 1998 (collectively, the "Indenture"), between the City and Bank of Oklahoma, N.A., as trustee (the "Trustee"). We have examined the law and such certified proceedings and other papers as we deem 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.

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 body corporate and politic and public instrumentality of the State of Arkansas with the corporate power to enter into the Indenture, perform the agreements on its part contained therein, and issue the Bonds.

2. 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.

* Preliminary, subject to change.

3. Pursuant to the Act, the Indenture creates a valid lien on the funds pledged by the Indenture for the security of the Bonds on a parity with the City's outstanding Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 1995, and with additional bonds, if any, to be issued under the Indenture, subject to no prior lien granted under the Act.

4. The Bonds have been duly authorized, executed, and delivered by the City and are valid and binding special obligations of the City, payable solely from sources provided therefor in the Indenture.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

6. In the Ordinance, the City has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The City has certified that it does not reasonably expect to issue more than $10,000,000 in tax-exempt obligations during calendar year 1998.

7. The principal of and interest on the Bonds are exempt from all state, county, and municipal taxes in the State of Arkansas, including income, inheritance, and estate taxes.

It is to be understood that the rights of the holders of the Bonds and the enforceability thereof and of 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.

Sincerely yours,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

APPENDIX B

CITY OF FAYETTEVILLE, ARKANSAS
FINANCIAL STATEMENTS RELATING TO THE COLLECTION OF
HOTEL AND RESTAURANT GROSS RECEIPTS TAX
FOR THE YEAR[S] ENDED DECEMBER 31, [1997 AND] 1996
[AND THE ___-MONTH PERIODS ENDED _____ AND _____]

(UNAUDITED)

J:\CLIENT\700\774\3155\OFFI0005.POS

FIRST SUPPLEMENTAL TRUST INDENTURE

Between

CITY OF FAYETTEVILLE, ARKANSAS

and

BANK OF OKLAHOMA, N.A.,
Trustee

DATED AS OF _____ 1, 1998

FIRST SUPPLEMENTAL TRUST INDENTURE

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Exhibit A - Form of Series 1998 Bond

FIRST SUPPLEMENTAL TRUST INDENTURE

WHEREAS, pursuant to a Trust Indenture (the "Indenture") between the City of Fayetteville, Arkansas (the "Issuer") and Bank of Oklahoma, N.A., as Trustee (the "Trustee"), the Issuer has issued its $2,675,000 City of Fayetteville, Arkansas Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 1995 (the "Series 1995 Bonds") in order to refund its Continuing Education Center Revenue Bonds, Series 1979 (the "Series 1979 Bonds");

WHEREAS, the Series 1979 Bonds were issued for the purpose of financing the acquisition construction and equipping of a convention center (the "Existing Convention Facilities") to be used as a continuing education center and to be leased to the Board of Trustees of the University of Arkansas for use by the University; and

WHEREAS, the Series 1979 Bonds were refunded and redeemed when the Series 1995 Bonds were issued; and

WHEREAS, the 1995 Bonds are secured pursuant to the Indenture by and payable from the revenues derived by the Issuer from (a) the one cent tax levied by the Issuer in 1977 upon the gross receipts (i) derived from furnishing hotel or motel accommodations for profit within the boundaries of the Issuer and (ii) of restaurants, cafes, cafeterias and all other establishments engaged in the business of selling prepared food for on-premises consumption; (b) payments received by or on behalf of the Issuer in accordance with the provisions of the City-County Tourist Meeting and Entertainment Facilities Assistance Law, (c) all Convention Facility Revenues, as defined in the Indenture, and (d) all moneys and securities on deposit in the funds and accounts created by the Indenture and held by the Trustee except the Rebate Fund and Cost of Issuance Fund (the "Trust Estate"); and

WHEREAS, the Indenture provides for the issuance of Additional Bonds, as defined in the Indenture, on a parity of security in the Trust Estate, to finance the acquisition, construction and equipping of Additional Convention Facilities, as defined in the Indenture; and

WHEREAS, the Issuer now wishes to issue its Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998 (the "Series 1998 Bonds") as Additional Bonds pursuant to the Indenture to finance the acquisition, construction and equipping of a facility to be known as the Town Center and related parking facilities which constitutes Additional Convention Facilities under the Indenture; and

WHEREAS, the execution and delivery of this First Supplemental Trust Indenture ("Supplemental Indenture") and the issuance of the Series 1998 Bonds have been in all respects duly and validly authorized by Ordinance of the Issuer adopted _____, 1998 (the "Bond Ordinance"); and

WHEREAS, the Series 1998 Bonds are to be in substantially the form set forth in Exhibit A attached hereto; and

WHEREAS, all things necessary to make the Series 1998 Bonds, when authenticated by the Trustee and issued as provided in the Indenture and this Supplemental Indenture, the valid, binding and legal obligations of the Issuer, and to constitute the Indenture and this Supplemental Indenture a valid lien on the Trust Estate and a valid pledge of the revenues herein made to the payment of the principal of and interest on all the bonds issued under the Indenture, have been done and performed, and the creation, execution and issuance of the 1998 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the Issuer and the Trustee, in consideration of their mutual agreements and for other good and valuable consideration, the receipt of which is hereby acknowledged, do amend and supplement the Indenture as hereafter set forth:

SECTION ONE. Article II is supplemental by adding thereto a new Section 213 to read as follows:

"**Section 213. Details of Bonds.** The Series 1998 Bonds shall be designated City of Fayetteville, Arkansas Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998. The Series 1998 Bonds shall bear interest at the rates of interest per annum (calculated on the basis of a year consisting of twelve 30-day months) set forth below payable on April 1 and October 1, of each year commencing October 1, 1998 and shall mature on the dates and in the amounts as follows:

Year (October 1)	Principal Amount	Interest Rate	Year (October 1)	Principal Amount	Interest Rate
1998			2007		
1999			2008		
2000			2009		
2001			2010		
2002			2011		
2003			2012		
2004			2013		
2005			2014		
2006			2017*		

*Term Bonds

Series 1998 Bonds issued prior to October 1, 1998 shall be dated as of _____ 1, 1998. Series 1998 Bonds issued in exchange for, replacement of, or upon the registration or transfer of other Series 1998 Bonds on or subsequent to October 1, 1998 shall be dated as of the Interest Payment Date next preceding the date of issuance in exchange, replacement, or transfer, except that if such date of issuance shall be an Interest Payment Date, they shall be dated as of such date of issuance; provided, however, that if, as shown by the records of the Trustee, interest on the Series 1998 Bonds shall be in default, the Series 1998 Bonds issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered. The Series 1998 Bonds shall bear interest from their date.

The Series 1998 Bonds shall be subject to redemption prior to maturity, and shall otherwise have the terms, tenor, details, and specifications, as set forth in the form of Series 1998 Bonds attached hereto as **Appendix A**. Each Series 1998 Bond shall be in the denomination of $5,000 or

an integral multiple thereof not exceeding the aggregate principal amount of the Series 1998 Bonds maturing in the year in which such Series 1998 Bond matures.

The Series 1998 Bonds shall be lettered and numbered in the manner determined by the Trustee. Before authenticating and delivering any Series 1998 Bond, the Trustee, as Registrar, shall complete the form of such Series 1998 Bond to show the registered owner, principal amount, interest rate, maturity date, number, and authentication of such Bond.

Upon the execution and delivery of this First Supplemental Trust Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Series 1998 Bonds and deliver them to the Purchasers upon payment of the purchase price, plus accrued interest from the date of the Series 1998 Bonds to the date of delivery."

SECTION TWO. Article III is supplemented by adding a new Section 305 to read:

"**Section 305. 1998 Bonds**. The Series 1998 Bonds are subject to redemption prior to maturity as provided in the 1998 Bonds."

SECTION THREE. Article VI is supplemented by adding a new Section 606.

"**Section 606. Disposition of Proceeds of Series 1998 Bonds.** Simultaneously with the delivery of the Series 1998 Bonds, the Trustee shall apply the proceeds thereof as follows:

(a) the amount, if any, received as accrued interest on the Series 1998 Bonds shall be deposited in the Bond Fund;

(b) the amount necessary to cause the moneys in the Bond Reserve Fund to equal the Bond Reserve Fund Requirement shall be deposited in the Bond Reserve Fund;

(c) the amount specified in the Delivery Instructions shall be deposited in the Cost of Issuance Fund; and

(d) the balance shall be paid over to the City for deposit in the Construction Fund."

Notwithstanding Section 604 above, on the Completion date of the Additional Convention Facilities financed with the Series 1998 Bonds, any balance then remaining in the Construction Fund (except for amounts retained by the Issuer for Costs of Construction not then due and payable, to remedy defects, or for seasonal completion) shall be disbursed to the Trustee and deposited in the Bond Fund - Redemption Account for redemption of Series 1998 Bonds on the next Interest Payment Date, but no earlier than October 1, 2001.

SECTION FOUR. Article XIII is supplemented and amended by adding a new Section 1306.

"**Section 1306. Continuing Disclosure Agreement.** The Issuer and the Trustee have entered into an undertaking for the benefit of the holders of the Series 1998 Bonds to send certain financial information and operating data to certain depositories annually and to provide notice of certain events to the Municipal Securities Rulemaking Board, pursuant to the requirements of Rule 15c2-12 of the Securities and Exchange Commission."

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested to by its City Clerk, to evidence its acceptance of the trust hereby created the Trustee has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly constituted officers, and to evidence its approval of this First Supplemental Trust Indenture and its agreement to perform its obligations hereunder the Commission has caused these presents to be signed in its name and behalf by its duly authorized officers, all as of the day and year aforesaid.

ATTEST:

CITY OF FAYETTEVILLE, ARKANSAS
Issuer

_____
Heather Woodruff, City Clerk

_____
Fred B. Hanna, Mayor

ATTEST:

BANK OF OKLAHOMA, N.A.
Trustee

_____
JoHelen Wilson, Vice President

_____
Timothy M. Cook, Vice President

(SEAL)

CONSENT AND AGREEMENT TO FIRST SUPPLEMENTAL TRUST INDENTURE

The Advertising and Promotion Commission of the City of Fayetteville, Arkansas hereby consents to the execution and delivery of the foregoing First Supplemental Trust Indenture.

ADVERTISING AND PROMOTION COMMISSION OF THE CITY OF FAYETTEVILLE, ARKANSAS

By:_____

_____, Chairman

ATTEST:

_____

Heather Woodruff, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 1998, before me a Notary Public duly commissioned, qualified, and acting within and for the County and State aforesaid, appeared in person the within named **Fred B. Hanna, Jr.** and **Heather Woodruff**, 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 and behalf of the City, and further stated and acknowledged that they had so 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.

_____
Notary Public

My Commission Expires:

_____
(SEAL)

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MAYES)

On this _____ day of _____, 1998, before me a Notary Public duly commissioned, qualified, and acting within and for the County and State aforesaid, appeared in person the within named **Timothy M. Cook** and **JoHelen Wilson**, Vice President and Vice President, respectively, of the **Bank Of Oklahoma, 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 and behalf of the Bank, and further stated and acknowledged that they had so 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.

_____
Notary Public

My Commission Expires:

_____
(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 1998, before me a Notary Public duly commissioned, qualified, and acting within and for the County and State aforesaid, appeared in person the within named _____, Chairman of the City Advertising and Promotion Commission of the City of Fayetteville, Arkansas, and **Heather Woodruff**, City Clerk 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 and behalf of the Commission, and further stated and acknowledged that they had so 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.

_____
Notary Public

My Commission Expires:

_____
(SEAL)

EXHIBIT A
TO
FIRST SUPPLEMENTAL TRUST INDENTURE

FORM OF SERIES 1998 BOND

CEDE & CO. HAS AN INTEREST HEREIN: UNLESS THE BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE ISSUER OR THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY OTHER PERSON IS WRONGFUL.

REGISTERED **UNITED STATES OF AMERICA** REGISTERED
STATE OF ARKANSAS

No. R-_____ $_____

CITY OF FAYETTEVILLE, ARKANSAS
HOTEL AND RESTAURANT GROSS RECEIPTS TAX
BOND, SERIES 1998

Interest Rate	Maturity Date	Interest Commencement Date	CUSIP
_____%	October 1, _____	_____ 1, 1998	_____

Registered Owner:

Principal Sum: Dollars

The **CITY OF FAYETTEVILLE, ARKANSAS,** a municipal corporation under the laws of the State of Arkansas (the "Issuer"), for value received, hereby promises to pay, but only from the sources hereinafter provided, to the Registered Owner shown above or registered assigns, upon the presentation and surrender hereof as provided herein, the Principal Sum shown above on the Maturity Date shown above (unless redeemed prior thereto as hereinafter provided), with interest thereon based on a year of twelve 30-day months from the most recent date to which interest has been paid, or if the Date of Authentication shown here below is prior to the first interest payment date, from

_____ 1, 1998, at the Interest Rate shown above until said Principal Sum is paid, payable on October 1, 1998, and semiannually thereafter on April 1 and October 1 of each year.

All interest due on this bond shall be payable to the person in whose name this bond is registered as of the close of business on the 15th day of the calendar month next preceding the interest payment date or, if such day is not a business day, the immediately preceding business day (the "Record Date"), by check mailed to the address of such owner as it appears on the bond registration books of the Issuer maintained by Bank of Oklahoma, N.A., Tulsa, Oklahoma, or its successor (the "Trustee"), as Trustee, Paying Agent and Registrar under the Trust Indenture mentioned herein. While this bond is registered in the name of Cede & Co. (or a successor entity), as nominee of The Depository Trust Company ("DTC"), the interest payments will be made in accordance with DTC procedures.

The principal of and premium, if any, and interest on this bond are payable in any coin or currency of the United States of America which, at the date of payment, is legal tender for the payment of public and private debts, upon presentation and surrender hereof at the principal corporate trust office of Bank of Oklahoma, N.A., or its successor, as Paying Agent; provided, however, that interest on this fully registered bond shall be paid by check as set forth above.

This bond and the Series 1998 Bonds of which it is a part have been issued under the Advertising and Promotion Commission Act, Arkansas Code Annotated §§ 26-75-601 through 618 (Repl. 1997) (the "Act"). The Series 1998 Bonds are not general obligations of the Issuer but are special obligations secured and payable as provided in the Act and the Supplemental Indenture hereinafter mentioned. In no event shall the Series 1998 Bonds constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation.

The Series 1998 Bonds are special obligations of the City secured by and payable from the revenues derived by the Issuer from (a) the tax levied by the Issuer in 1977 (the "Tax") upon the gross receipts or gross proceeds (i) derived from furnishing hotel or motel accommodations for profit within the boundaries of the issuer and (ii) of restaurants, cafes, cafeterias and all other establishments engaged in the business of selling prepared food for on-premises consumption; (b) payments received by or on behalf of the Issuer in accordance with the provisions of the City-County Tourist Meeting and Entertainment Facilities Assistance Law, as amended, Arkansas Code Annotated §§ 14-171-201 through 217, (1987 & Supp. 1997) (the "Turnback Law"), for use in paying principal, interest, and trustee's and paying agent's fees and charges on such of the Series 1998 Bonds as shall be eligible therefor under the Turnback Law; (c) all Convention Facility Revenues, as defined in the Indenture; and (d) all moneys and securities on deposit in the funds and accounts created by the Indenture mentioned below and held by the Trustee except the Rebate Fund and Cost of Issuance Fund. The Tax has been levied by the Issuer, pursuant to the authority of the Act, at the rate of 1% on the dollar.

The Series 1998 Bonds are issued on a parity with the City's $2,675,000 Hotel and Restaurant Gross Receipts Tax Bonds, Series 1995 (the "Series 1995 Bonds"), as described below, except as restricted by the State Turnback Law.

It is hereby certified and recited that all acts, conditions, and things required by the Constitution and laws of the State of Arkansas to happen, exist, and be performed precedent to and in the issuance of this bond have happened, exist, and have been performed as so required.

No recourse shall be had for the payment of the principal of and premium, if any, and interest on this bond or for any claims based hereon against any official, officer, employee, or member of the governing body of the Issuer or the Advertising and Promotion Commission of the City of Fayetteville, Arkansas (the "Commission"), or any person executing this bond, all such liability, if any, being expressly waived and released by the registered owner of this bond by the acceptance of this bond.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

1. **Indenture and Supplemental Indenture.** This bond is a special obligation of the Issuer and is one of a series of bonds of the Issuer designated "Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998," issued in the aggregate principal amount of $6,950,000 under and pursuant to the Act and a Trust Indenture dated as of September 1, 1995 (the "Indenture") and a First Supplemental Trust Indenture dated as of _____ 1, 1998 (the "Supplemental Indenture") by and between the Issuer and the Trustee. The Indenture also secures the Series 1995 Bonds on a parity of security with the Series 1998 Bonds, except as restricted by the State Turnback Law. Copies of the Indenture and the Supplemental Indenture are on file at the principal corporate trust office of the Trustee and at City Hall in Fayetteville, Arkansas, and reference to the Indenture and the Supplemental Indenture and any and all supplements thereto and modifications and amendments thereof and to the Act and the Turnback Law is made for a description of the pledges, assignments in trust, and covenants securing the Series 1995 Bonds and the Series 1998 Bonds, the nature, extent, and manner of enforcement of such pledges, assignments in trust, and covenants, the rights and remedies of the registered owners of the Series 1998 Bonds with respect thereto, and the terms and conditions upon which the Series 1998 Bonds are issued and additional parity bonds may be issued thereunder. The Series 1995 Bonds, the Series 1998 Bonds and any additional parity bonds are herein referred to as the "Bonds." To the extent and in the manner permitted by the terms of the Indenture, the provisions thereof or any indenture supplemental or amendatory thereto may be modified or amended by the Issuer, with the written consent of the registered owners of at least two-thirds in principal amount of the Bonds then outstanding, provided, however, that if such modification or amendment is not materially adverse to the registered owners of the Bonds or is otherwise allowed by the terms of the Indenture, no notice to or consent of registered owners of Bonds shall be required.

2. **The Series 1998 Bonds.** The Series 1998 Bonds mature on the dates and in the amounts and bear interest as set forth below:

Year (October 1)	Principal Amount	Interest Rate	Year (October 1)	Principal Amount	Interest Rate
1998			2007		
1999			2008		
2000			2009		
2001			2010		
2002			2011		
2003			2012		
2004			2013		
2005			2014		
2006			2017*		

*Term Bonds

The Series 1998 Bonds are issuable in the form of registered bonds without coupons in the denominations of $5,000 each or an integral multiple thereof, not exceeding the aggregate principal amount of Series 1998 Bonds maturing in such year.

3. Redemption. The Series 1998 Bonds are subject to redemption prior to maturity as follows (with each $5,000 in principal amount of a fully registered bond to be considered a separate bond for purposes of redemption):

(a) *Optional Redemption.* The Series 1998 Bonds are subject to redemption at the option of the City prior to the stated maturity thereof, in whole at any time or in part on any Interest Payment Date, on and after October 1, 2005, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued interest to the redemption date:

Redemption Dates	Redemption Prices
October 1, 2005 through September 30, 2006	101.00%
October 1, 2006 through September 30, 2007	100.50%
October 1, 2007 and thereafter	100.00%

(b) The Series 1998 Bonds maturing on October 1 in the year 2017 (the "Series 1998 Term Bonds") are subject to mandatory redemption prior to maturity at a redemption price of the principal amount thereof plus accrued interest to the date of redemption from required sinking fund

payments sufficient to redeem on October 1 of each year specified below the respective principal amounts of such Series 1998 Term Bonds indicated for each year, all in the manner provided in the Indenture:

Year	Principal Amount
2015	_____
2016	_____
2017[1]	_____

[1] Final Maturity

(c) *Mandatory Redemption from Unspent Proceeds.* The Series 1998 Bonds shall be redeemed on or after October 1, 2000 from proceeds of the Series 1998 Bonds not needed for the purpose intended on any interest payment date, in whole or in part, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

(d) *Extraordinary Redemption.* The Series 1998 Bonds are subject to redemption prior to maturity as a whole or in part in inverse order of maturity on any Interest Payment Date, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date set for redemption, from proceeds received from insurance in connection with loss, damage, or destruction of the Additional Convention Facilities (identified in the Indenture) or any portion thereof in an aggregate amount in excess of $250,000 in any payment period and not used for restoration or repair of the Additional Convention Facilities.

(e) *Selection of Series 1998 Bonds to be Redeemed.* If fewer than all of the Series 1998 Bonds shall be called for redemption, the Series 1998 Bonds shall be redeemed in inverse order of maturity. If fewer than all of the Series 1998 Bonds of any one maturity (so called for redemption) shall be called for redemption, the Trustee shall select the particular Series 1998 Bonds or portions thereof to be redeemed from such maturity by lot or in such other manner as the Trustee in its discretion may deem proper; provided, however, that so long as Cede & Co. (or a successor entity), as a nominee of DTC, is the sole registered owner of the Series 1998 Bonds, the particular Series 1998 Bonds or portions thereof to be redeemed within a maturity shall be selected by lot by DTC, in such manner as DTC shall determine.

(f) *Notice of Redemption.* As long as the Series 1998 Bonds are registered in the name of Cede & Co. (or a successor entity) in the book-entry system, the Trustee shall give notice of the call for any redemption by first class mail at least 30 days before the redemption date to Cede & Co. (or a successor entity) as the registered owner of each Series 1998 Bond or portion thereof to be redeemed at the address appearing on the registration books maintained by the Trustee as Registrar. At such time as the Series 1998 Bonds are no longer held by Cede & Co. (or a successor entity), the Trustee shall give notice of the call for any redemption by mailing a copy of such notice not less than 30 nor more than 60 days prior to the redemption date by registered or first class mail, postage

prepaid, to the registered owner as of the date of such mailing of such Bond at such owner's address as it appears on the registration books maintained by the Trustee as Registrar, or at such address as such owner may have filed with the Trustee for that purpose.

(g) *Effect of Call for Redemption.* On the date designated for redemption, notice having been given as provided herein, the Bonds or portions of such Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds or such portions thereof on such date and, if moneys for the payment of the redemption price and accrued interest are held by the Trustee as provided in the Indenture, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture, and the registered owners thereof shall have no rights in respect of such Bonds or such portions thereof so called for redemption except to receive payment of the redemption price thereof and the accrued interest thereon so held by the Trustee. If a portion of a Bond shall be called for redemption, a new Bond or Bonds in the aggregate principal amount equal to the unredeemed portion thereof, of the same series and maturity and bearing interest at the same rate, shall be issued to the registered owner upon the surrender thereof.

4. **Defeasance.** The Indenture prescribes the manner in which the Indenture may be discharged and provides that Bonds shall be deemed to be paid if moneys or noncallable Government Securities (as defined in the Indenture) maturing on or prior to the maturity or redemption date of the Bonds, the principal of and interest on which, when due, will be sufficient to pay the principal of and premium, if any, and interest on such Bonds to the date of maturity or redemption thereof, shall have been deposited with the Trustee.

5. **Persons Deemed Owners; Restriction upon Actions by Individual Owners.** The Issuer and the Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purposes of receiving payment of or on account of principal hereof and premium, if any, and interest hereon and for all other purposes and neither the Issuer nor the Trustee nor any Paying Agent shall be affected by any notice to the contrary.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute any 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.

6. **Transfer and Exchange.** The transfer of this bond is registrable by the registered holder hereof in person or by the owner's attorney duly authorized in writing at the principal office of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges provided for in the Indenture and upon surrender and cancellation of this bond. Upon any such registration a new registered bond or bonds without coupons of the same maturity and interest rate, of authorized denomination or denominations, and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

7. **Negotiability.** As declared by the Act, this bond shall be and be deemed to be for all purposes a negotiable instrument subject only to the provisions for registration of ownership and transfer stated herein.

8. **Governing.** The provisions of this bond and the rights of all parties mentioned herein shall be governed by and construed in accordance with the laws of the State of Arkansas. The appropriate courts of the State of Arkansas shall have jurisdiction in any proceeding instituted to enforce this bond.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas, has caused this bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved, or otherwise reproduced and attested by the manual or facsimile signature of its City Clerk, all as of _____ 1, 1998.

CITY OF FAYETTEVILLE, ARKANSAS

[S E A L]

By:_____
Fred B. Hanna, Jr., Mayor

ATTEST:

_____
Heather Woodruff, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the City of Fayetteville, Arkansas Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, designated herein and issued under the provisions of the within-mentioned Supplemental Indenture, bearing an original issue date of _____ 1, 1998.

A signed original of the complete text of the opinion of Bond Counsel, Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., is on file with the undersigned.

Date of Authentication: _____, 1998.

BANK OF OKLAHOMA, N.A.,
as Trustee

By:_____
Authorized Officer

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Sewer Rehab
III.A.1

STAFF REVIEW FORM

XXX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the City Council meeting of: September 15, 1998.

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: City Council approve the construction contract for sewer rehabilitation with Building and Utility Contractors in the amount of $1,127,809, and approve a contingency of $56,390.

COST TO CITY:

$1,184,199.00	$4,083,402	Sewer Rehabilitation
Cost of this request	Project Budget	Project Name
4470-9470-5815.00	$2,553,865	Sewer Mains Const
Account Number	Funds used to date	Program Name
96012-8320	$1,529,537	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Accounting Manager — Date 8-27-98
ADA Coordinator — Date
City Attorney — Date 8-27-98
Internal Auditor — Date 8-27-98 ✓ Copy of Gen Cond. & supp.
Purchasing Officer — Date 8-27-98 PR

STAFF RECOMMENDATION: Award change order and approve contingency as stated above.

Division Head — Date 8/27/98
Department Director — Date 28 AUG 98
Administrative Services Director — Date 8/28/98
Mayor — Date 8/28/98

Cross Reference:

New Item: **Yes** ~~No~~

Previous Ord/Res #: _____

Orig Contract Date: June 2, 1998

AUG 28 1998
CITY OF ...
MAYOR'S OFFICE

Sewer Rehab
III.A.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
WATER AND SEWER MAINTENANCE DIVISION

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Kevin Crosson, Public Works Director

From: David Jurgens, Water/Sewer

Date: August 27, 1998

Re: Agenda Request- September 15 City Council Meeting, Construction Contract, Minisystem 15 Sanitary Sewer Rehabilitation, Building and Utility Contractors, Inc.

1. Project Description. This sanitary sewer rehabilitation project involves replacing and rehabilitating sanitary sewer lines in the southern portion of the City. The area is shown on the attached map. The work will consist of replacing 7,448 feet of old pipe with new 8" - 18" gravity sewer line, 42 sewer point repairs, and constructing roughly 73 manholes. This is the last construction project in this area, and involves digging up and replacing pipe. The project is broken into two segments- schedule A is for City work; schedule B is for University of Arkansas work.

2. Bids. Bids were opened on July 14, 1998, as shown below.

	Building and Utility Const.	T-G Excavating	Engr's Estimate
Schedule A (City)	$ 934,585.00	$1,446,826.00	
Schedule B (U of A)	193,224.00	264,285.00	
Total	$1,127,809.00	$1,711,111.00	$1,011,432.00
% of Engineers Estimate	111.5%	169%	

3. Engineer's Recommendation. Attached is a letter from RJN Group, Inc., the Engineers, recommending the award of the bid to Building and Utility Contractors. Although the bid is above the engineer's estimate, the engineer and I feel that this is a valid bid and should be accepted. Building and Utility Construction, Inc., has performed successful water construction contracts for the City. Given the construction environment, we feel the City stands to loose both money and time if the project is re-bid. The project budget has sufficient funds to cover this project.

4. Background. This project targets sewer lines in the southern portion of the City, and involves rerouting and upsizing some lines immediately north of the Fairview Memorial Cemetery on Mission Boulevard. These lines are in an area currently being developed, so replacing the lines now will save significantly over relocating them later The need for this replacement is independent from the development, and the developer is installing all lines required for his development, at his expense.

This project will show the greatest impact by reducing several recurring rainfall-induced overflows in the area around Ramsey and Old Wire Road. It will also reduce the overflows at the Old Wire Road Lift Station, downstream from the Salvation Army, and at the Happy Hollow Lift Station. This project is designed to reduce rain and ground water entering the sewer, thus reducing the volume of any sewer overflows downstream. Additionally, many of these lines are significant maintenance problems, causing dry-weather overflows and backups, and requiring significant and frequent maintenance. The lines involved in this project are the most difficult we have to deal with, as they are in locations which are very difficult to dig up and repair the existing line. This project is part of the ongoing sewer system rehabilitation.

5. Budgeting. This project is in the 1998 Capital Improvements Plan (page 105) and is funded by Sales Tax funds.

6. University of Arkansas Work. As with earlier projects in this cycle of rehabilitation, the U of A has committed to reimbursing the City for their portion of the work. The City will handle the project administration, and will bill the University. This is a win-win for the City- we guarantee the rehabilitation meets our specifications, and this work reduces I/I which ultimately reaches our collection system and treatment plant. The City also benefits- they get their system repaired without many of the hassles of project administration and without having specialized rehabilitation experience. Schedule B is U of A work, at a cost of $193,224. Thus, the City's final expenses should be $934,585.00

7. Staff Recommendation. The Staff recommends that the City Council award the attached construction contract for Sewer Rehabilitation to Building and Utility Contractors, Inc., in the amount of $1,127,809.00, and approve a contract contingency of $56,390.

Enclosures:
Agenda Review Request
Proposed Contract
RJN Group, Inc. Recommendation Letter
Detailed Bid Tab
Purchase Requisition

Sewer Rehab
III.A.4

RJN GROUP, INC.
Engineering and Information Technology Services
An Employee-Owned Firm

August 11, 1998

Mr. David Jurgens
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Subject: Recommendation of Award
Sanitary Sewer Improvements
White River Watershed
Mini Systems 7, 13A, 14, and 15
Contract III

Dear Mr. Jurgens:

Bids for the subject project were opened on July 14, 1998. Two(2) responsive bids were received. Upon our review of the bids received, the low bidder is Building and Utility Contractors, Inc. in the amount of $1,127,809.00. An error was found on Building and Utility Contractors, Inc. bid. This, however did not affect the low bid. A copy of the bid tabulation is enclosed.

Building and Utility Contractors, Inc. is an experienced utility contractor which specializes in sanitary sewer rehabilitation, and general underground pipeline construction. A check of their references indicates they are a qualified contractor with a history of satisfactorily completing sanitary sewer rehabilitation contracts. Building and Utility Contractors, Inc. has a valid Contractor's License with the State of Arkansas.

After the bid opening, Building and Utility Contractors, Inc. expressed concern over their ability to complete the project in the contract time. All parties decided to allow Building and Utility Contractors, Inc. additional time to study the project and assure themselves of its constructibility before an award was made. Subsequent to this, Mr. Kourosh Malek, President of Building and Utility Contractors, Inc. indicated he wanted to proceed with the contract.

RJN Group, Inc. recommends that Building and Utility Contractors, Inc. be awarded the contract in the amount of $1,127,809.00.

Very truly yours,

RJN GROUP, INC.

Ken Matthews, P.E.
Project Manager

KM
Enclosure
cc: Scott Turley

5401 S. Sheridan Road, Suite 302, Tulsa, Oklahoma 74145
Phone (918) 627-9737 • FAX (918) 627-1347

SANITARY SEWER IMPROVEMENTS
WHITE RIVER WATERSHED
MINI SYSTEMS 7, 13A, 13B, 14, AND 15
CONTRACT III

BID TABULATION
SCHEDULE A

BID OPENING: JULY 14, 1998				BUILDING & UTILITY CONTRACTORS, INC.		T-G EXCAVATING INC.	
ITEM	QUANT	UNIT		UNIT	TOTAL	UNIT	TOTAL
A1A1	3180	LF	8" PVC Sewer Pipe 0'-6' Deep	25.00	$79,500.00	90.00	$286,200.00
A1A2	1584	LF	8" PVC Sewer Pipe 6'-10' Deep	40.00	$63,360.00	100.00	$158,400.00
A1A3	35	LF	8" PVC Sewer Pipe 10'-14' Deep	60.00	$2,100.00	110.00	$3,850.00
A1B1	569	LF	18" PVC Sewer Pipe 6'-10' Deep	50.00	$28,450.00	170.00	$96,730.00
A1B2	130	LF	18" PVC Sewer Pipe 10'-14' Deep	80.00	$10,400.00	180.00	$23,400.00
A1B3	80	LF	18" PVC Sewer Pipe 14'-18' Deep	150.00	$12,000.00	200.00	$16,000.00
A1B4	95	LF	18" PVC Sewer Pipe 18'-22' Deep	180.00	$17,100.00	220.00	$20,900.00
A1B5	180	LF	18" PVC Sewer Pipe 22'-26' Deep	250.00	$45,000.00	230.00	$41,400.00
A1C1	20	LF	6" D.I. Sewer Pipe 0'-6' Deep	20.00	$400.00	100.00	$2,000.00
A1C2	16	LF	6" D.I. Sewer Pipe 6'-10' Deep	30.00	$480.00	120.00	$1,920.00
A1D1	497	LF	8" D.I. Sewer Pipe 0'-6' Deep	30.00	$14,910.00	110.00	$54,670.00
A1E1	43	EA	48" Standard Manhole, 0'-6' Deep	1500.00	$64,500.00	3000.00	$129,000.00
A1E1.1	61	VF	48" Standard Manhole, Extra Depth over 6'	200.00	$12,200.00	200.00	$12,200.00
A1E2	3	EA	48" Drop Manhole, 0'-6' Deep	2000.00	$6,000.00	4000.00	$12,000.00
A1E2.1	14	VF	48" Drop Manhole, Extra Depth over 6'	250.00	$3,500.00	300.00	$4,200.00
A1F1	69	EA	4" Service Connection	150.00	$10,350.00	300.00	$20,700.00
A1F2	8	EA	6" Service Connection	200.00	$1,600.00	400.00	$3,200.00
A1F3	400	LF	4" PVC Service Line	15.00	$6,000.00	25.00	$10,000.00
A1F4	55	LF	6" PVC Service Line	25.00	$1,375.00	30.00	$1,650.00
A1F5	5	EA	Service Cleanout	250.00	$1,250.00	500.00	$2,500.00
A1G1	260	LF	Sidewalk Repair	25.00	$6,500.00	20.00	$5,200.00
A1H1	250	LF	Curb & Gutter Repair	25.00	$6,250.00	25.00	$6,250.00
A1I1	60	LF	Concrete Driveway Repair	100.00	$6,000.00	30.00	$1,800.00
A1J1	2280	LF	Asphalt Street Repair	45.00	$102,600.00	30.00	$68,400.00
A1K1	250	LF	Concrete Street Repair	50.00	$12,500.00	30.00	$7,500.00
A1L1	60	LF	Asphalt Highway Repair	100.00	$6,000.00	50.00	$3,000.00
A1M1	7	CY	Concrete Encasement	150.00	$1,050.00	200.00	$1,400.00
A1N1	80	LF	Gravel Driveway Repair	15.00	$1,200.00	20.00	$1,600.00
A1N2	960	CY	Red Cherty Clay Compacted Under Future Street for Job No. 3026	30.00	$28,800.00	1.00	$960.00
A1O1	580	CY	Rock Excavation	65.00	$37,700.00	40.00	$23,200.00
A1P1	20	EA	Clay or Concrete Dams	250.00	$5,000.00	200.00	$4,000.00
A1Q1	4	EA	Concrete Piers at Creek Crossing 0'-6' Tall	500.00	$2,000.00	7000.00	$28,000.00
A1Q2	4	EA	Concrete Piers at Creek Crossing 6'-15' Tall	2500.00	$10,000.00	14000.00	$56,000.00
A1R1	6386	LF	Trench Safety, Sewer Replacements	10.00	$63,860.00	1.00	$6,386.00
A1S1	30	CY	Trench Foundation Material	15.00	$450.00	35.00	$1,050.00
A1T1	1	EA	Remove Manhole, Do Not Replace	500.00	$500.00	1500.00	$1,500.00
A1U1	3	EA	Abandon Manhole	500.00	$1,500.00	1500.00	$4,500.00
A1V1	3	EA	Short Bores	2000.00	$6,000.00	3000.00	$9,000.00
A1W1	450	TN	Rip Rap	50.00	$22,500.00	50.00	$22,500.00
			TOTAL, SCHEDULE A, CONSTRUCTION OF SANITARY SEWERS		$700,885.00		$1,153,166.00

BID OPENING: JULY 14, 1998				BUILDING & UTILITY CONTRACTORS, INC.		T-G EXCAVATING INC.	
ITEM	QUANT	UNIT		UNIT	TOTAL	UNIT	TOTAL
A2001	1	LS	Point Repair 5 LF 8" PVC Sewer Pipe	1500.00	$1,500.00	4000.00	$4,000.00
A2002	1	LS	Point Repair 6 LF 8" PVC Sewer Pipe, Service Lateral	1750.00	$1,750.00	5000.00	$5,000.00
A2003	1	LS	Point Repair 10 LF 8" D.I. Sewer Pipe, Concrete Encasement	1800.00	$1,800.00	7000.00	$7,000.00
A2004	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe, Service Lateral, Clay Dam	1800.00	$1,800.00	5000.00	$5,000.00
A2005	1	LS	Point Repair 10 LF 6" PVC Sewer Pipe	1200.00	$1,200.00	5000.00	$5,000.00
A2006	1	LS	Point Repair 10 LF 6" PVC Sewer Pipe, Clay Dam	1650.00	$1,650.00	5000.00	$5,000.00
A2007	1	LS	Point Repair 10 LF 6" PVC Sewer Pipe, Service Lateral	1700.00	$1,700.00	5000.00	$5,000.00
A2008	1	LS	Point Repair 25 LF 8" PVC Sewer Pipe	1400.00	$1,400.00	4000.00	$4,000.00
A2009	1	LS	Point Repair 15 LF 8" PVC Sewer Pipe, Service Lateral, Clay Dam	1800.00	$1,800.00	7000.00	$7,000.00
A2010	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe, Service Lateral, Clay Dam	1800.00	$1,800.00	7000.00	$7,000.00
A2011	1	LS	Point Repair 35 LF 4" PVC Service lateral, Plug Service in Manhole	1600.00	$1,600.00	5000.00	$5,000.00
A2012	1	LS	Point Repair 10 LF 6" PVC Sewer Pipe	1400.00	$1,400.00	9000.00	$9,000.00
A2013	1	LS	Point Repair 20 LF 10" D.I. Sewer Pipe	1500.00	$1,500.00	6000.00	$6,000.00
A2014	1	LS	Point Repair 20 LF 16" D.I. Sewer Pipe, Concrete Encasement	2500.00	$2,500.00	11000.00	$11,000.00
A2015	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe, Clay Dam	1600.00	$1,600.00	6000.00	$6,000.00
A2016	1	LS	Point Repair 10 LF 12" PVC Sewer Pipe, Clay Dam	1700.00	$1,700.00	7000.00	$7,000.00
A2017	1	LS	Point Repair 40 LF 4" PVC Service Lateral	1600.00	$1,600.00	9000.00	$9,000.00
A2018	1	LS	Point Repair 15 LF 8" PVC Sewer Pipe, Clay Dam	1650.00	$1,650.00	5000.00	$5,000.00
A2019	1	LS	Point Repair 10 LF 6" PVC Sewer Pipe, Clay Dam	1650.00	$1,650.00	10000.00	$10,000.00
A2020	1	LS	Remove and Replace Manhole, Plug Abandoned Sewer	1500.00	$1,500.00	7000.00	$7,000.00
A2021	1	LS	Point Repair 25 LF 8" PVC Sewer Pipe	1750.00	$1,750.00	7000.00	$7,000.00
A2022	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe	1600.00	$1,600.00	5000.00	$5,000.00
A2023	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe	1600.00	$1,600.00	5000.00	$5,000.00
A2024	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe	1600.00	$1,600.00	5000.00	$5,000.00
A2025	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe	1600.00	$1,600.00	5000.00	$5,000.00
A2026	1	LS	Point Repair 54 LF 8" PVC Sewer Pipe	2500.00	$2,500.00	10000.00	$10,000.00
A2027	1	LS	Point repair 30 LF 8" PVC Sewer Pipe	1800.00	$1,800.00	7000.00	$7,000.00
A2028	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe	1800.00	$1,800.00	5000.00	$5,000.00
A2029	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe	1800.00	$1,800.00	5000.00	$5,000.00
A2030	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe	1650.00	$1,650.00	5000.00	$5,000.00
A2031	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe	1800.00	$1,800.00	5000.00	$5,000.00
A2032	1	LS	Point Repair 161 LF 6" PVC Sewer Pipe	5000.00	$5,000.00	10000.00	$10,000.00
A2033	1	LS	Point Repair 10 LF 6" PVC Sewer Pipe	1650.00	$1,650.00	6000.00	$6,000.00
A2034	1	LS	Remove and Replace Manhole	1500.00	$1,500.00	10000.00	$10,000.00
A2035	1	LS	Raise Manhole to Grade	500.00	$500.00	2000.00	$2,000.00
A2042	1	LS	Point Repair replace one pier and underpin a second pier	4500.00	$4,500.00	20000.00	$20,000.00
A2044	1	LS	Raise manhole to Grade, Asphalt Highway Repair	500.00	$500.00	4000.00	$4,000.00
A2A1	40	LF	Additional pipe installed varying in diameter from 4" to 8" complete in place, paved	150.00	$6,000.00	120.00	$4,800.00
A2A2	60	LF	Additional pipe installed varying in diameter from 4" to 8" complete in place, un-paved	200.00	$12,000.00	80.00	$4,800.00
A2A3	20	LF	Additional pipe installed varying in diameter from 10" to 16" complete in place, paved	150.00	$3,000.00	150.00	$3,000.00
A2A4	20	LF	Additional pipe installed varying in diameter from 10" to 16" complete in place, un-paved	300.00	$6,000.00	100.00	$2,000.00
A2A5	1	LS	Trench Safety, Schedule A Point Repairs	85000.00	$85,000.00	2000.00	$2,000.00
			TOTAL, SCHEDULE A, POINT REPAIRS		$178,250.00		$261,600.00
			GENERAL ITEMS				
A3A	1	LS	Surface Video Documentation Per Section D1-3	5000.00	$5,000.00	5000.00	$5,000.00
A4A	10	EA	Exploratory Excavations per Section D1-1 and D2-9	1500.00	$15,000.00	2000.00	$20,000.00
A5A	1	EA	Abandon Manholes per Section D2-13	500.00	$500.00	2000.00	$2,000.00
A6A	57	EA	Trench Compaction Tests for Each Job No. per Section D2-10	350.00	$19,950.00	80.00	$4,560.00
A7A	1	LS	Trench Safety for Schedule A General Items	15000.00	$15,000.00	500.00	$500.00
			TOTAL, SCHEDULE A, GENERAL ITEMS		$55,450.00		$32,060.00
			TOTAL SCHEDULE A BID		**$934,585.00**		**$1,446,826.00**

Sewer Rehab
III.A.7

SANITARY SEWER IMPROVEMENTS
WHITE RIVER WATERSHED
MINI SYSTEMS 7, 13A, 13B, 14, AND 15
CONTRACT III

BID TABULATION
SCHEDULE B

BID OPENING: JULY 14, 1998				BUILDING & UTILITY CONSTRUCTION, INC.		T-G EXCAVATING INC.	
ITEM	QUAN	UNIT		UNIT	TOTAL	UNIT	TOTAL
B1A1	490	LF	8" PVC Sewer Pipe 0'-6' Deep	25.00	$12,250.00	65.00	$31,850.00
B1A2	428	LF	8" PVC Sewer Pipe 6'-10' Deep	35.00	$14,980.00	70.00	$29,960.00
B1A3	185	LF	8" PVC Sewer Pipe 10'-14' Deep	50.00	$9,250.00	80.00	$14,800.00
B1B1	10	LF	10" PVC Sewer Pipe 0'-6' Deep	30.00	$300.00	100.00	$1,000.00
B1B2	88	LF	10" PVC Sewer Pipe 6'-10' Deep	40.00	$3,520.00	110.00	$9,680.00
B1C1	145	LF	12" PVC Sewer Pipe 0'-6' Deep	40.00	$5,800.00	105.00	$15,225.00
B1C2	60	LF	12" PVC Sewer Pipe 6'-10' Deep	50.00	$3,000.00	115.00	$6,900.00
B1D1	151	LF	8" D.I. Sewer Pipe 0'-6' Deep	30.00	$4,530.00	110.00	$16,610.00
B1E1	3	EA	Shallow Manhole	1,200.00	$3,600.00	3000.00	$9,000.00
B1F1	3	EA	48" Standard Manhole, 0'-6 Deep	1,005.00	$3,015.00 *	2500.00	$7,500.00
B1F2	2	EA	48" Drop Manhole 0'-6' Deep	2,000.00	$4,000.00	200.00	$400.00
B1F2.1	12	VF	48" Drop Manhole, Extra Depth over 6'	250.00	$3,000.00	3000.00	$36,000.00
B1G1	2	EA	6" Service Connection	200.00	$400.00	400.00	$800.00
B1G2	15	LF	6" PVC Service Line	25.00	$375.00	30.00	$450.00
B1G3	1	EA	Service Cleanout	250.00	$250.00	500.00	$500.00
B1H1	80	LF	Sidewalk Repair	30.00	$2,400.00	20.00	$1,600.00
B1I1	70	LF	Curb & Gutter Repair	25.00	$1,750.00	25.00	$1,750.00
B1J1	822	LF	Asphalt Street Repair	40.00	$32,880.00	25.00	$20,550.00
B1K1	3	CY	Concrete Easement	150.00	$450.00	200.00	$600.00
B1L1	40	LF	Gravel Driveway Repair	15.00	$600.00	20.00	$800.00
B1M1	15	CY	Rock Excavation	100.00	$1,500.00	60.00	$900.00
B1N1	4	EA	Clay or Concrete Dams	250.00	$1,000.00	200.00	$800.00
B1O1	1062	LF	Trench Safety, Sewer Replacements	2.00	$2,124.00	1.00	$1,062.00
B1P1	10	CY	Trench Foundation Material	15.00	$150.00	35.00	$350.00
			TOTAL, SCHEDULE B, CONSTRUCTION OF SANITARY SEWERS		$111,124.00 *		$209,087.00
			POINT REPAIRS				
B2036	1	LS	Point Repair 15 LF 12" PVC Sewer Pipe, Clay Dam	2000.00	$2,000.00	4000.00	$4,000.00
B2037	1	LS	Point Repair 10 LF 12" PVC Sewer Pipe	2000.00	$2,000.00	4000.00	$4,000.00
B2038	1	LS	Point Repair 15 LF 12" PVC Sewer Pipe	2000.00	$2,000.00	5000.00	$5,000.00
B2039	1	LS	Point Repair 5 LF 12" PVC Sewer Pipe, Clay Dam	1700.00	$1,700.00	5000.00	$5,000.00
B2040	1	LS	Point Repair 10 LF 8" PVC Sewer Pipe, Clay Dam	2000.00	$2,000.00	5000.00	$5,000.00
B2041	1	LS	Point Repair 10 LF 4" (or 6") PVC Sewer Pipe	1000.00	$1,000.00	5000.00	$5,000.00
B2043	1	LF	Point Repair 7 LF of 8" PVC Sewer Pipe, Line Manhole (18A) 40	8000.00	$8,000.00	9678.00	$9,678.00
B2A1	10	LF	Additional pipe installed varying in diameter from 4" to 8" complete in place, paved	250.00	$2,500.00	120.00	$1,200.00
B2A2	15	LF	Additional pipe installed varying in diameter from 4" to 8" complete in place, unpaved	200.00	$3,000.00	80.00	$1,200.00
B2A3	10	LF	Additional pipe installed varying in diameter from 10" to 12" complete in place, paved	250.00	$2,500.00	150.00	$1,500.00
B2A4	10	LF	Additional pipe installed varying in diameter from 10" to 12" complete in place, unpaved	300.00	$3,000.00	100.00	$1,000.00
B2A5	1	LS	Trench Safety, Schedule B Point Repairs	18000.00	$18,000.00 *	1000.00	$1,000.00
			TOTAL, SCHEDULE B ,POINT REPAIRS		$47,700.00 *		$43,578.00
			GENERAL ITEMS				
B3A	1	LS	Surface Video Documentation Per Section D1-3	8000.00	$8,000.00	2000.00	$2,000.00
B4A	3	EA	Exploratory Excavations per Section D1-1 and D2-9	2000.00	$6,000.00	2000.00	$6,000.00
B5A	1	EA	Abandon Manholes per Section D2-13	500.00	$500.00	2000.00	$2,000.00
B6A	14	EA	Trench Compaction Tests for Each Job No. Per Section D2-10	350.00	$4,900.00	80.00	$1,120.00
B7A	1	LS	Trench Safety for Schedule B General Items	15000.00	$15,000.00	500.00	$500.00
			TOTAL, SCHEDULE B, GENERAL ITEMS		$34,400.00		$11,620.00
			TOTAL, SCHEDULE B BID		$193,224.00 *		$264,285.00

* ADJUSTED TOTAL

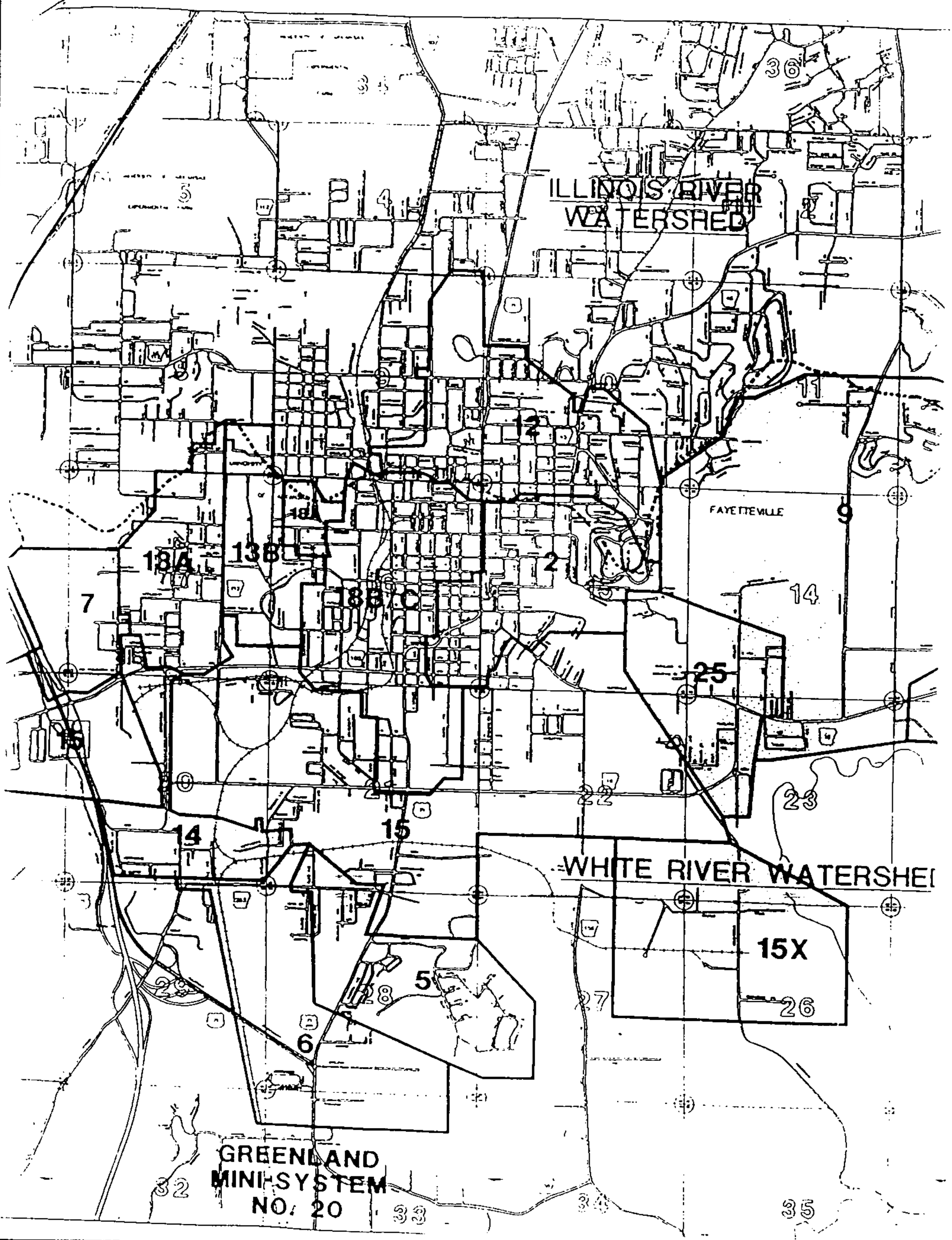
Sewer Rehab
III.A.8

BID TAB RECAPULATION

	BUILDING & UTILITY CONSTRUCTION, INC.		T-G EXCAVATING INC.
SCHEDULE A RECAPTIULATION			
TOTAL CONSTRUCTION OF SEWERS	$700,885.00		$1,153,166.00
TOTAL POINT REPAIR	$178,250.00		$261,600.00
TOTAL GENERAL ITEMS	$55,450.00		$32,060.00
TOTAL SCHEDULE A AMOUNT BID	$934,585.00		$1,446,826.00
SCHEDULE B RECAPITULATION			
TOTAL CONSTRUCTION OF SEWERS	$111,124.00		$209,087.00
TOTAL POINT REPAIR	$47,700.00	*	543,578.00
TOTAL GENERAL ITEMS	$34,400.00		$11,620.00
TOTAL SCHEDULE B AMOUNT BID	$193,224.00	*	$264,285.00
SCHEDULE A & B RECAPITULATION			
TOTAL SCHEDULE A AMOUNT BID	$934,585.00		$1,446,826.00
TOTAL SCHEDULE B AMOUNT BID	$193,224.00	*	$264,285.00
TOTAL CONTRACT AMOUNT (A&B)	$1,127,809.00	*	$1,711,111.00

* Adjusted Total

ENGINEER'S OPINION OF PROBABLY CONSTRUCTION COST: $1,011,432.00


ILLINOIS RIVER
WATERSHED
FAYETTEVILLE
WHITE RIVER WATERSHED
GREENLAND
MINI-SYSTEM
NO. 20
13A
13B
8B/C
15X

CITY OF FAYETTEVILLE, ARKANSAS

AGREEMENT

SANITARY SEWER MAIN REPLACEMENT
AND REHABILITATION
WHITE RIVER WATERSHED
MINI SYSTEMS 7, 13A, 13B, 14 AND 15
CONTRACT III

THIS AGREEMENT, made this _____ day of _____, 199_, by and between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called the Owner, and _____ hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all the work and improvements for the doing of all things included within the hereinafter specified Sanitary Sewer Main Replacement and Rehabilitation White River Watershed Mini Systems 7, 13A, 13B, 14 and 15, Contract III.

WHEREAS, the Owner did on the _____ day of _____, 199_ find that the Contractor was the lowest responsive, responsible Bidder for the hereinafter specified work and did award the Contractor a Contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

The Contractor agrees, at his own cost and expense, to do all the work and to furnish all the labor, materials, equipment and other property necessary to do, construct, install and complete all the works and improvements included in Sanitary Sewer Main Replacement and Rehabilitation White River Watershed, for Mini Systems 7, 13A, 13B, 14 and 15, Contract III. All in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents and any addenda for said work, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents for said work.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents are defined in the General Conditions.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the attached contract unit prices and/or lump sum prices as full compensation for furnishing all materials and equipment for doing all the work

contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them, also for any and all things required by the Contract Documents.

ARTICLE IV - LIQUIDATED DAMAGES OR ACTUAL DAMAGES AND EXCESS ENGINEERING COSTS

The Contractor shall, and agrees to, pay to excess engineering as described in the General Conditions.

The Contractor shall, and agrees to, pay for liquidated damages or actual damages if the Contractor fails to complete the project within the specified time in accordance with the General Conditions.

ARTICLE V - STARTING AND COMPLETION

The Contractor agrees to commence work under this Agreement within ten calendar days of receipt of written Notice to Proceed and to complete all work included in this Contract to the point of substantial completion in 180 calendar days. The contractor further agrees to complete all work to the point of final acceptance by the Owner in a total of 225 calendar days.

The Contractor shall, and agrees to, furnish and deliver to the Owner, the Performance and Payment Bond, Maintenance Bond and the insurance certificates and policies of insurance required of him by provisions of the Contract Documents, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

ARTICLE VI - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work, and do all other things hereinabove contained or referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the convenants herein contained.

There shall be no measurement or separate payment for any items not listed and all costs pertaining thereto shall be included in the Contract unit prices for other items listed.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three original counterparts the day and year first above written.

(SEAL)

_____
(Contractor)

Attest: _____ By _____

Name _____ Name _____
(please type) (please type)

Title _____ Title _____

(SEAL)
CITY OF FAYETTEVILLE, AR

Attest: _____ By _____

Name _____ Name _____
(please type) (please type)

Title _____ Title _____

Cost Share
III.B.1

STAFF REVIEW FORM

_x_ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of September 15, 1998

FROM:

Jim Beavers	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Proposed "50/50" cost-share to construct a 28 ft. Local street connecting the proposed phase II of Barrington Parke subdivision to the existing stub out of Madison Drive in the Madison Subdivision, a distance of 557 feet, in lieu of a second connection from Barrington Parke to Fox Hunter Road per the options as directed to the developer of Barrington Parke subdivision by the Planning Commission August 24, 1998 (see memorandum and P.C. meeting minutes).

COST TO CITY:

$105,178 (estimated)	$200,000	Street improvmts
cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809.00	$52,072 (estimated)	Cost Share
Account Number	Funds obligated to date	Program Name
98033-0020	$141,925	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _x_ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

Accounting Manager	8-31-98 Date	ADA Coordinator	Date
City Attorney	8-31-98 Date	Internal Auditor	8-31-98 Date
Purchasing Officer	9-1-98 Date		

RECEIVED
SEP 01 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

STAFF RECOMMENDATION:

Division Head	8/31/98 Date
Department Director	9/1/98 Date
Administrative Services Director	9/2/98 Date
Mayor	9/2/98 Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #

Orig Contract Date:

Cost Share
III.B.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Kevin Crosson, PW Director
Charles Venable, Asst. PW Director COV
Don Bunn, City Engineer DRB

From: Jim Beavers, Engineering JB

Date: 31 August 98

Re: Agenda Request, Council Meeting of September 15 1998.

Proposed "50/50" cost share to provide a 28 ft. Local street connecting Barrington Parke phase II to the existing Madison Drive stub out in the Madison subdivision, a distance of 557 feet, in lieu of a second connection by the developer from Barrington Parke onto Fox Hunter Road per the options as directed by the Planning Commission to the developer of Barrington Parke subdivision.

The preliminary plat for phase II of the Barrington Parke subdivision was approved by the Planning Commission on August 17, 1998 subject to conditions and requirements. One of the requirements placed upon the developer by the Planning Commission was a second access to the subdivision in phase II. The Planning Commission required the developer to either:

1. Connect directly to Fox Hunter Road (extend the proposed street, Hartford Drive, to Fox Hunter) or,

2. Extend Madison Drive from Barrington Phase II to the existing stub out of Madison Drive in the Madison subdivision across City property approximately 557 feet and request that the City Council agree to participate in a "50/50" cost share.

The developer's engineer, Milholland, has prepared a preliminary layout and cost-estimate. The estimated costs are $210,355.00. The City's estimated 50% share will be $105,177.50. The actual costs cannot be determined until the design is reviewed and approved and the construction completed. In addition to the "50%" cost share the City will also be dedicating City property as City street right-of-way.

Please refer to the attached copy of the Planning Commission minutes.

Enc:

1. Planning Commission minutes, August 17, 1998.
2. Cost estimate.
3. Preliminary layout of the Madison Drive extension.
4. Preliminary plat of Barrington Parke phase II and vicinity map.

MILHOLLAND ENGINEERING
205 West Center St.
Fayetteville, Arkansas 72701
Phone: (501) 443-4724
Fax: (501) 443-4707

COST ESTIMATE

PART "C" - CONSTRUCTION
STREET & STORM DRAINAGE

PROJECT NAME and LOCATION: Barrrington Park to Madison Avenue, Fayetteville, Arkansas PROJECT No E-450

IMPROVEMENT: 557 L.F. OF MADISON AVENUE ADDRESS: Fayetteville, Arkansas

PROPOSED COST SHARING FOR CONSTRUCTION OF MADISON AVE BETWEEN BARRINGTON PARK AND MADISON A

ORIGINAL CONTRACT						UNITS COMPLETED TO DATE:			COST OF	COST OF
ITEM No.	QUANT.		UNIT COST	TOTAL COST	DESCRIPTION	PREVIOUS ESTIMATE	THIS ESTIMATE	TOTAL	COMPLETED WORK	OVERRUN (UNDERRUN)
1.A.	2,500	LS	$10.00	$25,000.00	Clearing & Grubbing	0.00%	0.00%	0.00%	$0.00	
1.B.	2,000	TY	$8.00	$16,000.00	Compact Hillside undercut	0.00	0.00	0.00	$0.00	
1.C.	0	TY	$3.25	$0.00	"CLASSIFIED BORROW"	0.00	0.00	0.00	$0.00	
2.	0	LS	$0.00	$0.00	SAW CUT	0.00%	0.00%	0.00%	$0.00	
3.A	1,114	LF	$6.00	$6,684.00	Standard Curb & Gutter	0.00	0.00	0.00	$0.00	
3.B.1	408	TN	$50.00	$20,400.00	2" + 3" Asphalt	0.00	0.00	0.00	$0.00	
3.B.2	620	TN	$16.00	$9,920.00	6" SB-2 Base Material	0.00%	0.00%	0.00%	$0.00	
4.1.A	2	EA	$1,600.00	$3,200.00	4' x 4' w/6" x 12 LF D.I. Bx	0.00	0	0	$0.00	
4.1.B	1	EA	$2,200.00	$2,200.00	CONCRETE INLET	0.00	0.00	0.00	$0.00	
4.1.C	2	EA	$2,300.00	$4,600.00	CONCRETE HEADWALL	0.00	0.00	0.00	$0.00	
4.2.	78	LF	$35.00	$2,730.00	24" RCP STORM PIPE	0.00	0.00	0.00	$0.00	
4.4.A	100	LF	$64.00	$6,400.00	42" RCP Storm Sewer	0.00	0.00	0.00	$0.00	
4.4.B	450	TN	$14.00	$6,300.00	Compacted SB-2 Base	0.00	0.00	0.00	$0.00	
4.4.C	1,114	LF	$8.60	$9,580.40	4" X 4 LF Conc. Sidewalk	0.00	0.00	0.00	$0.00	
4.5.A.	200	LF	$10.00	$2,000.00	Channelization	0.00	0.00	0.00	$0.00	$0.00
4.5.B.	155	CY	$450.00	$69,750.00	8'x4' Double RCBox Culvert	0.00	0.00	0.00	$0.00	$0.00
				$186,155.00	COSTRUCTION COSTS					
				$24,200.00	ENGINEERING FEES					
				$210,355.00	TOTAL PROJECT					

PP 98-6.00: PRELIMINARY PLAT (BARRINGTON PARKE SUBDIVISION, PHASE II) EAST OF HWY 45 AND SOUTH OF FOX HUNTER ROAD

This item was submitted by Mel Milholland of Milholland Engineering for property located east of Hwy 45 and south of Fox Hunter Road. The property is zoned R-1, Low Density Residential and contains approximately 27.40 acres with 49 lots proposed.

FINDINGS:

The proposed subdivision is Phase II of Barrington Parke. Phase I has 88 lots. With Phase II there will be a total of 137 lots created.

Staff had requested at Plat Review and at Subdivision Committee that the developer provide a second access to Fox Hunter Road in the approximate location of proposed Lot 54.

The Subdivision Committee voted "to forward this project to Planning Commission subject to the revisions being noted on the plat as follows: 1. Connection from Hartford Drive to Fox Hunter; 2. Connection for Madison Drive and the determination for this connection; 3. Caston Drive moved down to the exit between the Stanberry and the Catholic Church property; 4. Sidewalks shown on the plat."

The developer and his engineer had declined to make the requested revisions required by staff and the Subdivision Committee. Therefore, it is the staff recommendation that the project be denied.

STAFF'S RECOMMENDATION:

1. Denial of the Preliminary Plat as presented.
2. If a plat is presented which conforms to the requirements of the ordinance, criteria, requested from the Subdivision Committee and the Planning Commission, then staff recommends that such plat be approved subject to 9 conditions of approval as noted.

There were no further conditions of approval.

Mel Milholland with Milholland Construction Company appeared on behalf of the applicant.

He passed out revised plats with the requested revisions to the commissioners and staff. He asked to allow the President of the POA to address the commission on behalf of the property owners who bought on the basis of the approved preliminary plat.

PUBLIC COMMENTS:

Scott Sandlin, 1952 Barrington Drive, and is the president of POA Phase I and II.

The property owners purchased the lots with the understanding there would be a cul-de-sac in Phase II and a park. The property owners are concerned about the opportunity of the cul-de-sac disappearing and becoming a through street. The commission has asked the developer to open the cul-de-sac and would prefer not to see this cul-de-sac be opened up. Most of the children in the subdivision are 3-4 years old.

There are a lot of children in the neighborhood and the property owners would prefer to keep the traffic to the entrances as noted in the first plat. Obviously, there are some streets for emergency purposes but do not want the connection between Hartford and 75.

Brian Barkocy of 3834 Chadwick appeared before the commission.

If the developer makes the cul-de-sac a through street there would be another street crossing for the children to have to cross. There is a sign at the entrance to the subdivision and this allows for the one point of entry and encourages safety issues and eliminates crime.

Kirk Elsaw who is the real estate agent for this development and Mr. Caston and a property owner in this subdivision.

There are a total of 49 lots in this subdivision in Phase II. He has sold of the 9 of the proposed lots. Many of the homeowners object to the street connecting to Fox Trail. Traffic is a major of concern in the subdivision. The property owners were not aware that there would be a through street with two entrances and that there would be another entrance to maintain and take care of. He request whatever is decided the subdivision needs to sell these additional lots and move this project forward.

PLANNING COMMISSION FINDINGS:

Hoffman: She referred to the plat and inquired if it was shown in the preliminary nature for Phase I and this is what people have bought their homes and with the knowledge that this street would not connect to Fox Hunter.

Milholland: He confirmed this was correct and he has a copy with him if the commission would like to see it.

Little: She noted there was a preliminary plat for Phase I and Phase II. Phase I has been constructed. Any preliminary plat that is filed and construction has not begun within one year is considered null and void.

Hoffman: She inquired if the developer was willing to pay for a paved street for Madison Drive in lieu of the connection to Fox Hunter.

Milholland: He stated, no, the developer was not in agreement with this. The developer agreed to build the gravel road not to street standards but one that is passable between the two subdivisions if the Planning Commission would not require him to connect to Fox Hunter.

Reynolds: He inquired if Phase II would take up the rest of the land out in this location.

Milholland: There would be no additional phases.

Forney: Apparently there was a preliminary plat which the commission does not have. This preliminary plat indicated a certain configuration which many of the homeowners were dependent upon for their expectations. He felt this was far above the cul-de-sacs beyond 600 feet.

Odom: He noted there were still stubouts on Caston and Madison.

Little: Caston Drive was the only stubout on the preliminary plat and hope there was a grant for a waiver for the 500 feet of the cul-de-sac.

Forney: He noted a cul-de-sac is a cul-de-sac until it is connected at a future time.

Little: She confirmed this was correct.

Forney: He felt the anticipated form of the developer was in direct contravention of the City's regulations and policies. What he has heard so far he would vote in favor of the cul-de-sac at the corner if Madison was paved. To do otherwise would contradict what the City requires.

Milholland: There is a resolution which the City Council passed when Phase I was approved in 1994. There was some discussion about the trees on the east side of Phase I. This resolution states the developer would in addition to the entrance with an island would provide two more exits for this total project - one to the east and one to the west. The one to the east has been constructed at the southeast corner. The one to the west was Caston. At subdivision level staff requested the street moved between the property line of the Stanberry and Catholic Church.

Now the developer has had to add Madison to this and if you add Fox Hunter this would make a total of five exits to this subdivision with three on one street. It is his feeling to slow down traffic from being backed up at the intersection of Hwy 45 and 265 and North street. He has lived at this subdivision for 4 years. If you control the traffic coming out of the subdivisions you can control the traffic jams down the highway.

The developer requests the commission review the preliminary plat and the resolution which was approved in 1994.

Ward: He would rather see the money spent improving the road to the City rather than putting gravel road across Madison Avenue. There is a lot of people who would use the road east of Fox Hunter which goes to Hwy 45.

Little: She stated this road that Mr. Ward was referring to was not in the City but in the County.

Odom: This subdivision would generate more traffic. There are alternate routes which may avoid this intersection which would be problematic at Hwy 45 but feels this subdivision would not generate undue traffic. He referred to the waiver to omit the sidewalk along Fox Hunter.

Milholland: The applicant has agreed to all requested sidewalks including those on Fox Hunter.

Odom: He inquired if staff was comfortable with the plat which the applicant just presented at the meeting tonight enough to change the recommendation for denial.

Beavers: He felt he was forced into making this recommendation because what was presented to the planning commission because this was not what the subdivision committee voted on.

Little: She wanted to remind the commission that there were several times when staff had been chastised for not having complete and full information before the commission. The revisions were requested at two different times and the developer did have the opportunity to bring both of these to subdivision committee. It is frustrating for the subdivision committee to make revisions and not be presented with those requested revisions.

Odom: He inquired if those requested revisions were before the commission this evening.

Hoffman: She noted at subdivision committee there was some talk about Mr. Milholland bringing two plats. One with the requested revisions and one plat reflecting what he requested. She does believe the plat he has brought before the commission does deal with those issues. The plat does show Caston at the location preferred; it does connect Hartford with Fox Hunter Road; it shows Madison location; it does show sidewalks along both sides of the street and Fox Hunter Road; it does narrow the utility easement from 25 feet to 20 feet.

Hoffman: She wished this plat would have been presented at the agenda session and not at the meeting this evening.

Milholland: His understanding at the subdivision meeting is that they were going to table his project. He stated the developer has the right to waive any item requested. At that point, the developer was requested to move a street and this was the first time he knew about it. He felt he was given the opportunity to provide two plats - one with the waiver requests - and one with the requested revisions from subdivision committee.

Beavers: Mr. Milholland faxed a 20 foot street which was the cul-de-sac. He received this about 4:00 this evening. He was not sure if Mr. Milholland felt this street goes with this plan.

Milholland: He stated if the commission approved the plan presented, the design could be altered to meet whatever the City engineer or Traffic engineer wanted.

Beavers: He stated what was presented to him would not meet the street standards. Mr. Franklin said what was presented was better than the first proposal but he would not necessarily be in support of this alternative cul-de-sac.

Odom: Perhaps a motion to grant a waiver which would allow this cul-de-sac be built to city street standards Mr. Beaver could support.

Beavers: Yes, this is correct.

Hoffman: The subdivision committee's intent in getting the connection to Fox Hunter is that we did not want one ingress and egress for this subdivision. She would not personally be willing to grant a waiver on the cul-de-sac issue. She is against only one way of ingress and egress. She would support a paved connection through Madison and this would meet the subdivision requirements. The question is how to finance this. Does the City finance 50/50 and would the City be willing to do this.

Little: She inquired what the distance was from the existing Madison Avenue to the proposed stubout. If it is 521.10 feet, then the connection from Hartford to Fox Hunter is 191.15 feet, then there would be talking of 300 additional feet.

Commissioner Forney moved to approve Preliminary Plat No. 98-6 subject to all staff comments, denying all waivers, which would ensuring there would be a second connection either to Fox Hunter or Madison with the expense to be borne by the developer to meet the City standards.

Forney: He expressed his appreciation with the developer coming with a plat requesting waivers but does not feel his case has compelled him to vote for the waivers.

Hoffman: She inquired if the motion addressed Caston Drive.

Forney: He stated Caston Drive was relocated at the request of staff and incorporating staff comments should address this with Caston Drive being moved between Stanberry and the Catholic Church.

Commissioner Forney seconded said motion.

Odom: He clarified the motion is to approve PP 98-6.00 subject to all staff comments and for it to be left at the discretion of the developer as to what the second connection would be. Either Hartford Drive to Fox Hunter Road or Madison Drive paved to Madison Avenue and denying all waivers.

He wanted clarification if the developer decides to pave Madison Avenue, the commission would grant the waiver of the additional outlet from Hartford to Fox Hunter.

Forney: If the developer makes the second connection, then the second connection would be made.

Milholland: He clarified if the applicant agreed to put Madison Avenue through the other subdivision, then he could put his cul-de-sac at the corner of Harford and Chadwick. However, if he chooses to put Hartford to Fox Hunter Road, then he would not have to build the road at Madison Drive.

Odom: The motion as he understands it is the developer would build Madison Avenue to meet the City Standards.

Milholland: He stated the applicant would be willing to build Madison Avenue and it be graveled.

Odom: He clarified the motion states that Madison Drive be paved as a City Street. He would also be in support of the motion.

Forney: Staff recommended that a connection be made from Hartford to Fox Hunter Road and that a gravel road be accomplished at Madison. His motion would only allow one connection to be made.

Little: Staff would concur with the motion as made.

Beavers: He added the right to use the city property would have to be approved by the council.

Odom: He stated the motion gave up better connectivity for this subdivision.

Forney: He preferred the developer make the connection to Madison Drive. However, he feels we should give the developer the option to choose which connection he chooses.

Ben Caston, Sr., from Heber Springs, Arkansas appeared before the commission.

He stated he has had to redo Fox Hunter and widen which cost approximately $80,000. They had to purchase some land over $35,000 for more park land. He expressed his concern about the requests being made of this development.

Odom: He inquired if he should be required to do something less than what is required of the other developers.

He stated he wanted to make the same requirements as everyone else. However, there is a subdivision which was approved which had one point of entry.

Beavers: He clarified this subdivision "Easton Parks" has multiple stubouts and do have a connection to Hwy 45. At the developer's expense, this developer are required to extend Township in the amount of $4-600,000.

Odom: He stated he was in favor of allowing the waiver request to Fox Hunter Road because of what has been done in the past. However, require Madison Avenue be graveled or cost be contributed proportionately with the City paying its share. However, if the City not allow the property to be paved, then the waiver should be denied and require another stubout. This is what his inclination is, however, this is not the motion before the commission.

Hoffman: She felt Madison Avenue connection was a better connectivity but request a 50/50 participation which is standard.

Ward: He felt the Madison Avenue connection is better but is not sure if the City would want it or could afford it. However, if Madison Avenue was the other exit then he does not feel the need for Caston Drive as a stubout.

Odom: He stated there may be future development with the church and his concern was future landlock.

Forney: His concern is Caston Drive to the south and Caston Drive to the east. He inquired if this was Caston Drive between the two streets or would it be a continuous street.

Little: She responded Caston Drive to the west should be renamed.

Forney: He referred to staff's concern about the cul-de-sac type proposed at the intersection of Hartford and Chadwick. He noted there was a similar type at the intersection of Caston and Hartford. He wanted some clarification regarding this information.

Beavers: He responded this was basically for a 5 lot private street.

Forney: He is sympathic to the developer's issues. However, this is one of the conflicts when variances are requested.

Milholland: He inquired if the commission could make a recommendation for a 50/50 proposal to the City.

Commissioner Odom moved to amend the motion to allow the waiver of the cul-de-sac on Hartford to meet city standards for a 50/50 contribution for a standard city street from Madison Avenue with a request to City Council that this be allowed to be built and the City contribute the other portion of Madison Avenue.

Tucker: He inquired if the City does not want the connection then what would be the recommendation.

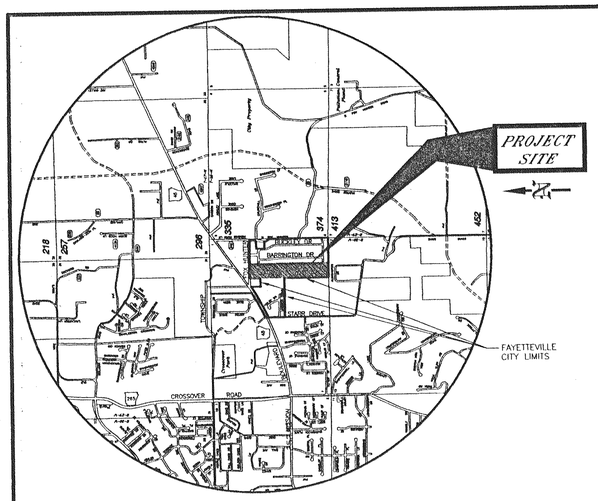
Commissioner Odom stated if the City does not allow the connection and the developer is not willing to pay for the full street, then the developer would be required to make a connection to Fox Hunter Road.

Upon roll call the amended motion was approved on a vote of 8-0-0. Commissioner Estes was not present.

Odom: He referred to the motion on the table to approve the PP 98-6.00.

Commissioner Reynolds called for a quester.

Upon roll call the motion was approved on a vote of 8-0-0. Commissioner Estes was not present.



VICINITY MAP
(BASE MAP: MASTER STREET PLAN 04-18-95)

GENERAL NOTES:

1. ALL UTILITIES SHALL BE PLACED UNDERGROUND.
2. THE SANITARY SEWER & WATER DISTRIBUTION SYSTEMS SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE CITY OF FAYETTEVILLE'S SPECIFICATIONS.
3. INTERIOR STREETS SHALL BE 28' BACK-TO-BACK OF CURB.
4. HOME OWNERS ASSOCIATIONS SHALL PROVIDE MAINTENANCE .
5. THE ORIGINAL APPROVAL INCLUDED A P.O.A. PARK IN THE AMOUNT OF 0.63 ACRES ONSITE; AND OFFSITE LANDS WERE PURCHASED FROM MR. HARLEY BRIGHAM BY THE DEVELOPER AND DEDICATED TO THE CITY IN LIEU OF PARK FEES FOR PHASES I & II. PER NANCY DUGWYLER, ASSISTANT PARKS AND RECREATION SUPERINTENDENT, GREEN SPACE REQUIREMENTS HAVE BEEN MET FOR BOTH PHASES.
6. SANITARY SEWER ALONG HARTFORD DRIVE FROM LOT 43 SOUTH TO CASTON DRIVE AND EAST TO PHASE I WAS CONSTRUCTED AS A PART OF THE DEVELOPMENT FOR PHASE I.
7. SIDEWALK BETWEEN LOTS 70, 71, 85 & 84 (PHASE I) AND LOTS 123 & 124 (PHASE II) SHALL BE GUARANTEED WITH SIDEWALK BOND AND MUST BE BUILT WHEN LAST ADJACENT LOT IS DEVELOPED.
8. GUARANTEE FOR REPLACEMENT TREES (30 SUGAR MAPLES AT 2" CALIPER) SHALL BE IN-PLACE, IF TREES ARE NOT INSTALLED BEFORE APPROVAL OF FINAL PLAT.
9. AT FINAL PLAT APPROVAL, ONLY THE FINAL LAYER OF PAVEMENT, SIDEWALK AND LANDSCAPING MAY BE GUARANTEED.
10. EACH WATER MAIN TEE SHALL HAVE THREE VALVES, AND EACH MAIN WILL BE TERMINATED WITH A FIRE HYDRANT WITHIN 5' OF PROPERTY LINE WITH A GATE VALVE A MINIMUM OF 25' FROM PROPERTY LINE.

WAIVERS REQUESTED:

1. REQUEST WAIVER TO CONSTRUCT 4' SIDEWALK WITH 6' GREENSPACE AS SHOWN ON THIS PLAT IN ORDER TO PROVIDE CONTINUITY WITH PHASE I. THIS DEVELOPMENT INCLUDES A SIDEWALK THAT CROSSES THE SUBDIVISION AT IT'S MIDSECTION TO A CENTRALLY LOCATED PARK. ALSO, THE DENSITY OF THIS DEVELOPMENT IS 1.38 LOTS PER ACRE, WHEREAS THE ZONING ALLOWS 4.0 LOTS PER ACRE.
2. CUL-DE-SAC "EYEBROW" AT THE NORTHWEST CORNER OF HARTFORD DRIVE AND CHADWICK DRIVE SHALL BE PERMITTED WITH 20' BACK-TO-BACK OF CURB AS A PUBLIC ACCESS; THIS WAS APPROVED IN THE ORIGINAL PHASE II SUBMITTAL.
3. REQUEST WAIVER NOT TO CONSTRUCT SIDEWALK ALONG SOUTH RIGHT-OF-WAY OF FOX HUNTER ROAD. SIDEWALK WOULD DEAD END INTO CEMETERY FENCE TO WEST, AND THERE IS NOT SIDEWALK TO THE EAST PLUS LANDSCAPING & UNDERGROUND UTILITIES EXIST ON THE STEEP BACKSLOPE TO FOX HUNTER ROAD.

BOUNDARY DESCRIPTION:

A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION ONE (1) T-16-N, R-30-W, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE S89°30'23"W 808.62 FEET TO THE POINT OF BEGINNING;
THENCE S89°30'23"W 510.42 FEET TO THE SOUTHWEST CORNER OF SAID 80-ACRE TRACT;
THENCE N00°00'58"E 2644.55 FEET;
THENCE N89°43'03"E 504.09 FEET;
THENCE S00°00'58"W 314.23 FEET;
THENCE N89°59'02"W 84.08 FEET;
THENCE S00°00'58"W 175.00 FEET;
THENCE S02°18'28"E 493.35 FEET;
THENCE S00°00'58"W 1448.00 FEET;
THENCE S89°59'02"E 70.40 FEET;
THENCE S00°00'58"W 212.46 FEET TO THE POINT OF BEGINNING, CONTAINING 27.4 ACRES, MORE OR LESS, CITY OF FAYETTEVILLE ARKANSAS.

OWNERS: CASTON CONSTRUCTION CO.
BEN CASTON, SR.
P.O. BOX 668
HEBER SPRINGS, AR 72543
PHONE: (501) 362-5866
FAX: (501) 362-5867

ENGINEER/SURVEYOR: MILHOLLAND COMPANY
ENGINEERING & SURVEYING
205 WEST CENTER
FAYETTEVILLE, AR 72701
PHONE: (501) 443-4724
FAX: (501) 443-4707

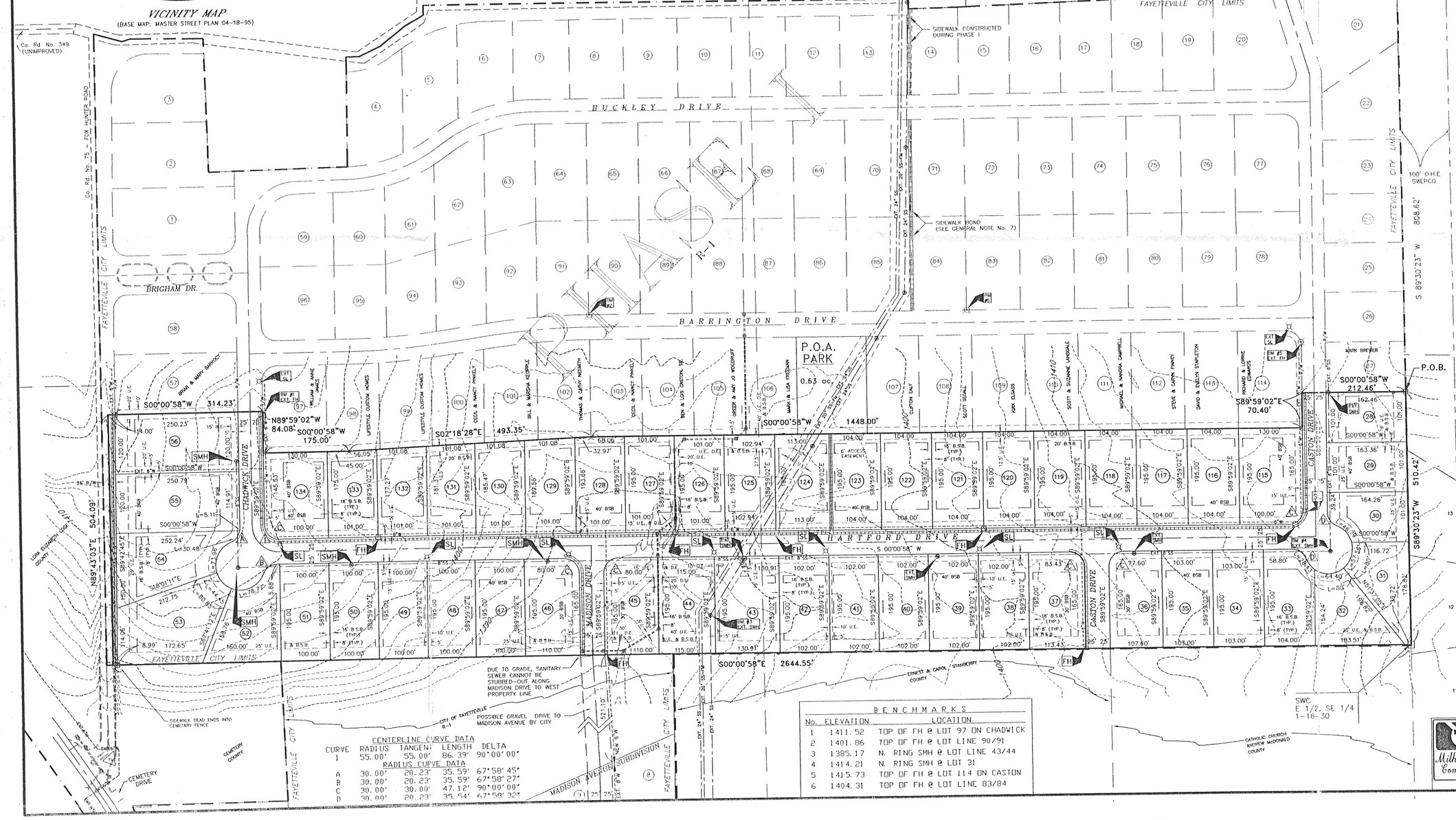
ZONED: R-1

PROPOSED USE: SINGLE FAMILY RESIDENTIAL

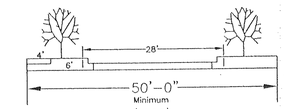
NUMBER OF LOTS: 49 (PHASE II)
EXISTING 88 (PHASE I)

ACREAGE: 27.4, MORE OR LESS

ACCORDING TO THE FLOOD INSURANCE RATE MAP, EFFECTIVE SEPTEMBER 18, 1991, MAP NUMBER 05143C0103 C, SAID PROPERTY IS NOT IN THE 100-YEAR FLOOD AREA.



PP 98-6.00 Barrington Parke, Phase II
Jim Beavers pp 373
Staff Engineer
August 17, 1998
Revised from SC - for PC



LEGEND

- CONCRETE MONUMENT
- SET IRON PIN
- SEWER MANHOLE
- STREET LIGHT
- FIRE HYDRANT
- 6"W — PROPOSED WATER
- 8"SS — PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- EXT. 6"W — EXISTING WATER
- EXT. 8"SS — EXISTING SANITARY SEWER
- 4' SIDEWALK
- EXISTING STORM SEWER

100 0 100 200 300
Scale 1" = 100'

CENTERLINE CURVE DATA

CURVE	RADIUS	TANGENT	LENGTH	DELTA
1	55.00'	55.00'	86.39'	90°00'00"

RADIUS CURVE DATA

A	30.00'	20.23'	35.59'	67°58'45"
B	30.00'	20.23'	35.59'	67°58'27"
C	30.00'	30.00'	47.12'	90°00'00"
D	30.00'	20.23'	35.54'	67°58'32"

BENCHMARKS

No.	ELEVATION	LOCATION
1	1411.52	TOP OF FH @ LOT 97 ON CHADWICK
2	1401.86	TOP OF FH @ LOT LINE 90/91
3	1385.17	N. RING SMH @ LOT LINE 43/44
4	1414.21	N. RING SMH @ LOT 31
5	1415.73	TOP OF FH @ LOT 114 ON CASTON
6	1404.31	TOP OF FH @ LOT LINE 83/84

PRELIMINARY PLAT

Milholland Company — PROFESSIONAL ENGINEERS — SURVEYING SPECIALISTS
205 W. Center • (501) 443-4724 • Fayetteville, Arkansas

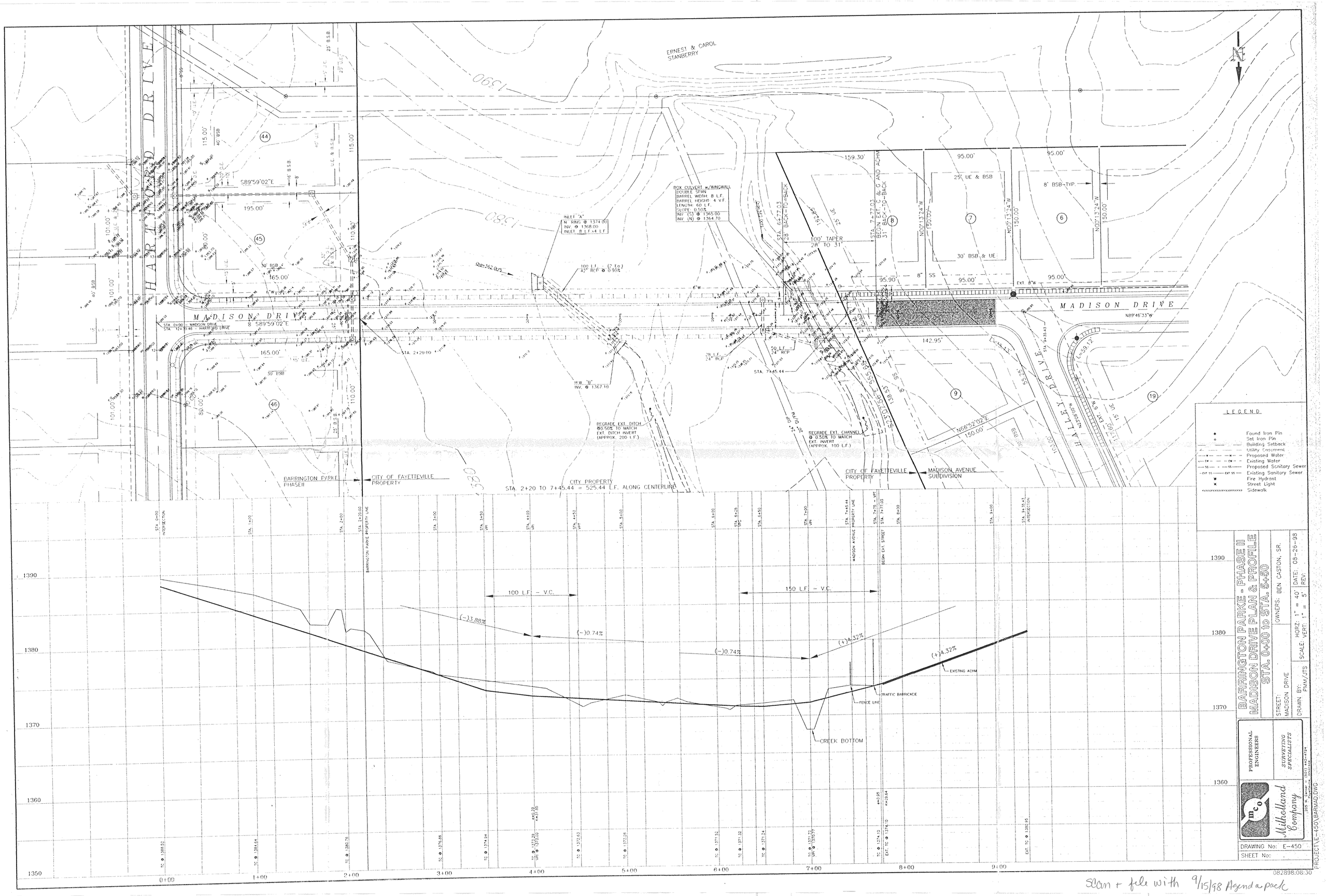
BARRINGTON PARKE, PHASE II

FAYETTEVILLE — ARKANSAS

SCALE: 1"=100'	DEVELOPER: BEN CASTON, SR.	DATE: 06-02-98
PLAT BOOK No. 373		REVISED: 07-31-98 per TECH. PLAT REVIEW
DRAWN BY: PWM/JTS		08-14-98 per SUBDIVISION COMM.

MILHOLLAND COMPANY
ENGINEERING — SURVEYING
205 W.Center (501) 443-4724
Fayetteville Arkansas

DRAWING No. E-450
REF. DRAWING No. E-412
SHEET 1
0675PE.DWG 25



Scan + file with 9/15/98 Agenda pack