

TREATMENT DEPARTMENT STATUS REPORT

August, 2016

	<u>BOD</u>	<u>TSS</u>
Faulkner Lake	4.0 mg/L (30 Max.)	3.5 mg/L (30 Max.)
Five Mile	24.7 mg/L (30 Max.)	29.8 mg/L (90 Max.)
White Oak	19.1 mg/L (30 Max.)	27.7 mg/L (90 max.)
Maumelle	7.9 mg/L (30Max.)	6.0 mg/L (30 Max.)

Shannon Wayson
Chemist

North Little Rock Waste Water Utility 2016 Year-To-Date Work Recap Report

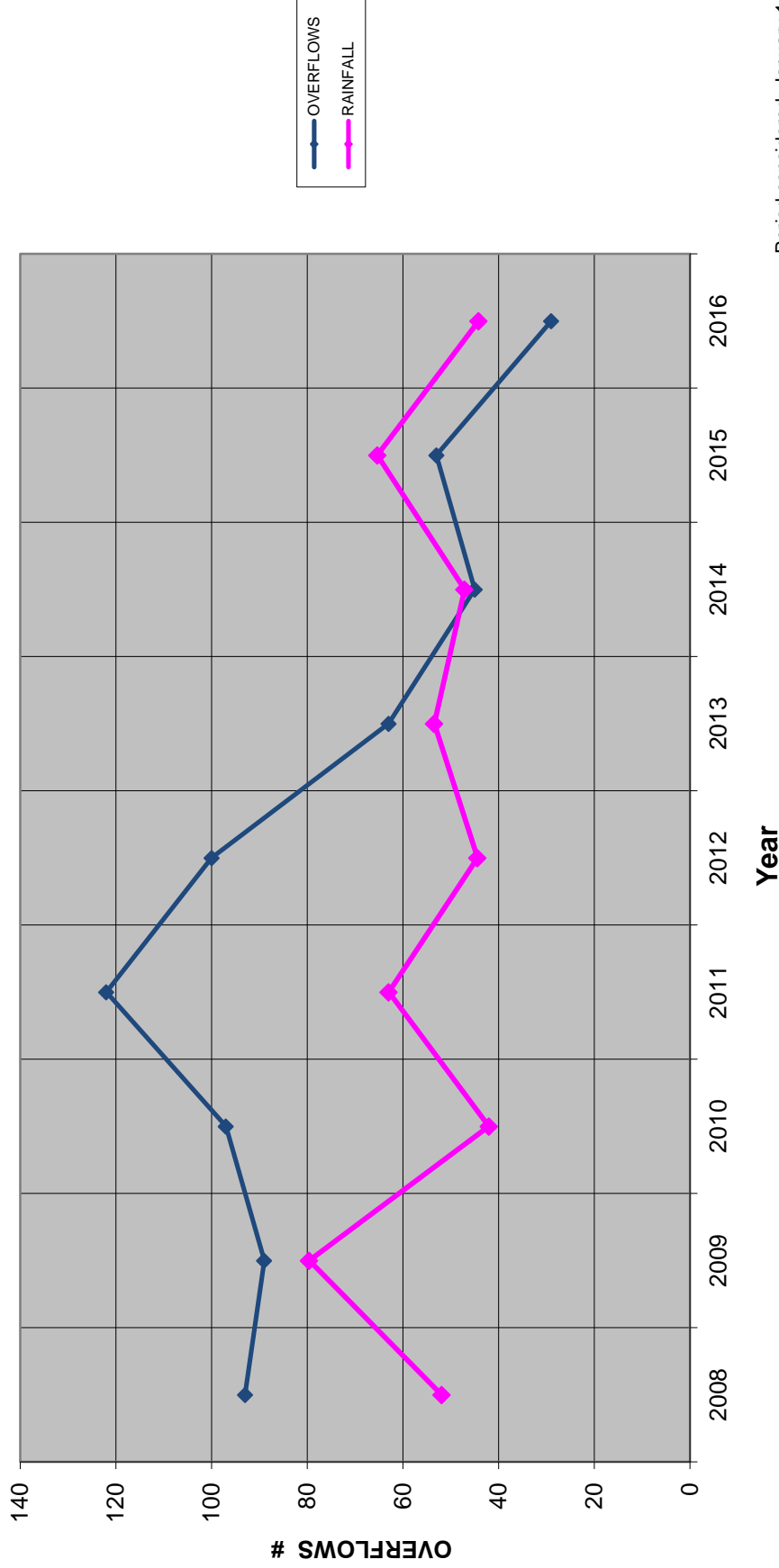
Crews:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Y T D
MANHOLE:													
<i>Disconnects</i>	0	0	0	0	0	0	0	0					0
<i>Taps</i>	1	0	0	0	0	0	1	1					3
<i>Repairs</i>	27	33	115	135	112	86	62	115					685
<i># of MH's Grouted</i>	8	31	94	128	79	72	41	73					526
<i># of Coats</i>	0	0	0	0	0	0	0	0					0
<i>MH Depth (Ft/In)</i>	0	58	21	0	0	0	25.5	130.5					235.0
<i># of Bags of Grout</i>	2	23	9	8	15	10	1	33					101
POWER DRIVE:													
<i># of Ft Cleaned</i>	0	3,771	8,608	12,900	12,447	4,911	1,473	6,888					50,998
PWR RODDER #1:													
<i># of Ft Cleaned</i>	0	0	0	0	1,250	593	0	150					1,993
REPAIR #1:													
<i>Repairs</i>	9	11	9	9	10	9	3	5					65
<i>New Manholes</i>	0	1	0	1	0	0	1	1					4
<i>New Lines</i>	0	1	0	0	0	0	0	0					1
<i>Disconnects</i>	0	0	1	0	0	0	0	0					1
<i>Taps</i>	0	2	0	1	1	1	2	1					8
<i>Miscellaneous</i>	6	0	12	7	10	2	2	10					49
REPAIR #2:													
<i>Repairs</i>	7	10	12	9	13	13	7	9					80
<i>New Manholes</i>	4	1	1	3	0	0	0	0					9
<i>New Lines</i>	0	0	0	0	0	0	0	0					0
<i>Disconnects</i>	0	0	1	0	0	0	0	0					1
<i>Taps</i>	1	1	1	0	2	0	0	0					5
<i>Miscellaneous</i>	8	5	8	8	4	10	4	6					53
REPAIR #3:													
<i>Repairs</i>	11	2	6	5	6	14	3	11					58
<i>New Manholes</i>	1	1	1	2	0	0	1	0					6
<i>New Lines</i>	0	0	0	0	0	0	0	0					0
<i>Disconnects</i>	0	0	0	0	0	0	0	0					0
<i>Taps</i>	1	0	1	0	2	1	3	4					12
<i>Miscellaneous</i>	8	2	9	4	5	4	3	11					46
REPAIR #4:													
<i>Repairs</i>	0	0	4	6	11	8	11	17					57
<i>New Manholes</i>	0	0	0	0	0	0	1	0					1
<i>New Lines</i>	0	0	0	0	0	0	0	0					0
<i>Disconnects</i>	0	0	1	1	9	9	7	4					31
<i>Taps</i>	0	0	0	0	1	0	2	1					4
<i>Miscellaneous</i>	0	0	6	5	4	4	14	9					42
TROUBLE:													
<i># of Ft Cleaned</i>	685	433	719	850	390	655	537	330					4,599
<i>Stop-Ups</i>	46	42	54	32	29	39	24	36					302
<i>Private Lines</i>	34	29	36	19	24	26	17	29					214
<i>Cave-Ins</i>	9	6	12	13	15	11	5	9					80
<i>Flooded Houses</i>	0	1	1	2	0	0	1	0					5
<i>Miscellaneous</i>	59	56	67	62	74	62	71	77					528
<i>Total Calls</i>	108	103	129	106	115	109	99	118					887
VACCON #1:													
<i># of Ft Cleaned</i>	19,840	24,716	20,508	26,038	36,206	35,427	22,714	23,293					208,742
VACCON #2:													
<i># of Ft Cleaned</i>	38,224	17,368	50,746	41,027	11,246	46,143	56,447	34,869					296,070
VACCON #3:													
<i># of Ft Cleaned</i>	26,937	46,147	35,870	46,300	37,861	55,411	50,958	44,698					344,182
VACCON #4:													
<i># of Ft Cleaned</i>	11,444	16,406	0	6,250	11,978	1,424	0	5,608					53,110
VACCON #5:													
<i># of Ft Cleaned</i>	20,291	36,595	34,270	22,873	32,577	35,724	28,702	25,728					236,760
T V #1													
<i># of Ft</i>	15,295	17,407	12,811	20,282	17,971	23,705	22,522	18,649					148,642
T V #2													
<i># of Ft</i>	16,736	21,484	16,780	13,606	13,287	19,279	25,180	24,811					151,163

**NLR Waste Water Utility
Maintenance & Repair Department
Work Recap by Ward
August-16**

Crews:	Ward 0	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Total
MANHOLE:							
<i>Disconnects</i>	0	0	0	0	0	0	0
<i>Taps</i>	1	0	0	0	0	0	1
<i>Repairs</i>	7	8	2	53	5	40	115
<i># of MH's Grouted</i>	0	1	2	29	1	40	73
<i>#of Coats</i>	0	0	0	0	0	0	0
<i>MH Depth (Ft/In)</i>	0.0	0.0	0	129.0	1.5	0.0	130.5
<i># of Bags of Grout</i>	0	1	1.0	29.0	0.0	2.0	33
POWER DRIVE:							
<i># of Ft Cleaned</i>	0	4,359	0	1,332	1,197	0	6,888
PWR RODDER #1:							
<i># of Ft Cleaned</i>	0	150	0	0	0	0	150
REPAIR #1:							
<i>Repairs</i>	1	0	2	0	0	2	5
<i>New Manholes</i>	0	0	1	0	0	0	1
<i>New Lines</i>	0	0	0	0	0	0	0
<i>Disconnects</i>	0	0	0	0	0	0	0
<i>Taps</i>	0	1	0	0	0	0	1
<i>Miscellaneous</i>	2	1	2	1	0	4	10
REPAIR #2:							
<i>Repairs</i>	1	1	2	2	2	1	9
<i>New Manholes</i>	0	0	0	0	0	0	0
<i>New Lines</i>	0	0	0	0	0	0	0
<i>Disconnects</i>	0	0	0	0	0	0	0
<i>Taps</i>	0	0	0	0	0	0	0
<i>Miscellaneous</i>	0	1	3	1	1	0	6
REPAIR #3:							
<i>Repairs</i>	5	1	2	0	2	1	11
<i>New Manholes</i>	0	0	0	0	0	0	0
<i>New Lines</i>	0	0	0	0	0	0	0
<i>Disconnects</i>	0	0	0	0	0	0	0
<i>Taps</i>	4	0	0	0	0	0	4
<i>Miscellaneous</i>	1	0	8	0	1	1	11
REPAIR #4:							
<i>Repairs</i>	2	1	11	2	0	1	17
<i>New Manholes</i>	0	0	0	0	0	0	0
<i>New Lines</i>	0	0	0	0	0	0	0
<i>Disconnects</i>	0	0	4	0	0	0	4
<i>Taps</i>	1	0	0	0	0	0	1
<i>Miscellaneous</i>	1	1	4	0	1	2	9
TROUBLE:							
<i># of Ft Cleaned</i>	0	190	20	0	120	0	330
<i>Stop-Ups</i>	2	10	11	8	3	2	36
<i>Private Lines</i>	1	9	8	6	3	2	29
<i>Cave-Ins</i>	0	4	3	0	1	1	9
<i>Flooded Houses</i>	0	0	0	0	0	0	0
<i>Miscellaneous</i>	13	16	28	9	8	3	77
<i>Total Calls</i>	15	29	41	16	11	6	118
VACCON #1:							
<i># of Ft Cleaned</i>	0	995	201	0	0	22,097	23,293
VACCON #2:							
<i># of Ft Cleaned</i>	7,073	2,453	19,534	356	5,453	0	34,869
VACCON #3:							
<i># of Ft Cleaned</i>	0	5,201	31,725	0	7,772	0	44,698
VACCON #4:							
<i># of Ft Cleaned</i>	0	0	5,608	0	0	0	5,608
VACCON #5:							
<i># of Ft Cleaned</i>	0	390	0	22,932	2,406	0	25,728
T V #1							
<i># of Ft</i>	0	273	78	353	0	17,945	18,649
T V #2							
<i># of Ft</i>	0	508	14,610	370	9,323	0	24,811

North Little Rock Waste Water Utility North Little Rock, AR

Annual Overflows and Rainfall



Period considered: January 1, 2008
thru June 30, 2016

Note: 2009 Rainfall Year to Date
(12/7/09) ranks as the highest on record.
(per National Weather Service, NLR Office)

North Little Rock Waste Water Utility

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Faulkner Lake Basin													
Rainfall	69.5	42.5	58.5	56.3	61.8	77.5	41.5	76.5	45.46	62.8	54.2	70.07	50.2
Overflows	54	59	54	64	47	38	42	61	63	36	21	27	18
White Oak Basin													
Rainfall	129.9	82.4	89	53.7	60.1	77	44.2	68.6	46.56	50.75	44	68.7	41.6
Overflows	11	26	33	37	32	35	32	45	25	13	9	21	6
Five Mile Creek Basin													
Rainfall	62.3	42.6	53.2	48.8	55.9	70.4	35	60.4	41.15	52.4	46.6	66.5	40.4
Overflows	24	16	25	18	14	16	23	16	12	14	15	5	3
Maumelle Basin													
Rainfall													2016
Overflows													32.9
Entire System													
Rainfall	57.79	37.83	49.78	49.05	51.93	79.61	42.04	62.98	44.42	53.45	47.15	65.36	44.19
Overflows	89	101	112	119	93	89	97	122	100	63	45	53	29

rainfall and overflow summary

**REHABILITATION FUND
REPAIR CREW EXPENDITURES FOR THE MONTH
ENDED AUGUST, 2016**

EXPENDITURES FOR LINE REHABILITATION-REPAIR CREWS	<u>\$ 253,558.29</u>
REFUND DUE TO SEWER FUND	<u>\$253,558.29</u>

REHABILITATION REPORT-REPAIR CREWS
FOR THE MONTH ENDED AUGUST 31, 2016

LOCATION	TOTAL	LABOR	MATERIALS	EQUIPMENT	OUTSIDE WORK
WARD #0 LINES					
MISCELLANEOUS	\$ 9,969.89	\$ 5,003.41	\$ 630.31	\$ 2,413.22	\$ 1,922.95
TOTAL WARD #0 LINES	\$ 9,969.89	\$ 5,003.41	\$ 630.31	\$ 2,413.22	\$ 1,922.95
WARD #1 LINES					
MISCELLANEOUS	\$ 4,724.35	\$ 2,628.73	\$ 352.75	\$ 1,267.87	\$ 475.00
TOTAL WARD #1 LINES	\$ 4,724.35	\$ 2,628.73	\$ 352.75	\$ 1,267.87	\$ 475.00
WARD #2 LINES					
MISCELLANEOUS	\$ 15,883.72	\$ 8,759.33	\$ 1,314.63	\$ 4,224.76	\$ 1,585.00
409 WATER STREET-R16-04	\$ 43.96	\$ -	\$ -	\$ -	\$ 43.96
5205 S. WOODLAND-R16-06	\$ 184.55	\$ 124.50	\$ -	\$ 60.05	\$ -
4617 BETHANY-R16-09	\$ 808.91	\$ 314.88	\$ -	\$ 151.87	\$ 342.16
TOTAL WARD #2 LINES	\$ 16,921.14	\$ 9,198.71	\$ 1,314.63	\$ 4,436.68	\$ 1,971.12
WARD #3 LINES					
MISCELLANEOUS	\$ 9,116.31	\$ 5,840.20	\$ 459.30	\$ 2,816.81	\$ -
NONA STREET-R12-02	\$ 60.19	\$ -	\$ -	\$ -	\$ 60.19
WHITE OAK INTERCEPTOR-R16-08	\$ 207,035.03	\$ -	\$ -	\$ -	\$ 207,035.03
TOTAL WARD #3 LINES	\$ 216,211.53	\$ 5,840.20	\$ 459.30	\$ 2,816.81	\$ 207,095.22
WARD #4 LINES					
MISCELLANEOUS	\$ 124.01	\$ 83.66	\$ -	\$ 40.35	\$ -
TOTAL WARD #4 LINES	\$ 124.01	\$ 83.66	\$ -	\$ 40.35	\$ -
WARD #5 LINES					
MISCELLANEOUS	\$ 5,607.37	\$ 2,617.05	\$ 1,088.08	\$ 1,262.24	\$ 640.00
TOTAL WARD #5 LINES	\$ 5,607.37	\$ 2,617.05	\$ 1,088.08	\$ 1,262.24	\$ 640.00
TOTAL ALL WARDS	\$ 253,558.29	\$ 25,371.76	\$ 3,845.07	\$ 12,237.17	\$ 212,104.29



AGENDA FOR NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE MEETING

RE: Committee Meeting
PLACE: Faulkner Lake Treatment Plant
7400 Baucum Pike, North Little Rock, Arkansas 72117
DATE: September 13, 2016
TIME: 12:15 PM

- (1) APPROVAL OF THE MINUTES OF THE AUGUST 9, 2016 MEETING
- (2) CASH DISBURSEMENTS FOR AUGUST 2016
- (3) FINANCIAL REPORT FOR AUGUST 2016
- (4) BARING CROSS BASIN PIPE BURSTING 2016 REHABILITATION PROJECT
- (5) BOND PURCHASE AGREEMENT AND BOND ORDINANCE



(1)

NEW BUSINESS

ACTION REQUESTED:

Approval of the Minutes of the August 2016 Committee Meeting

NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE

MINUTES OF A MEETING HELD TUESDAY, AUGUST 9, 2016

A meeting of the North Little Rock Wastewater Treatment Committee was held on Tuesday, August 9, 2016 at the administrative offices located at the Faulkner Lake Treatment Plant.

The meeting was called to order by Chairman Matthews at approximately 12:15 p.m. Those in attendance at the meeting were Mr. K.W. Matthews, Mr. Ed Nelson, and Ms. Karen Bryant, and in addition, Mr. Jack Stowe and Ms. Judy Keller, representatives from the City of Maumelle and Mr. Scott Greenwood representative from the City of Sherwood. Also in attendance were Mr. Byron Hicks of McClelland Consulting Engineers, Mr. Marc Wilkins, Director, Ms. Gina Briley, Mr. Charles Frost, Mr. Ronnie Thompson, Mr. Lyle Leubner, Mr. Michael Clayton, Mr. Mark Halter with Hilburn, Calhoon, Harper, Pruniski & Calhoun, Ltd. and Marolyn Dorman.

The Committee reviewed the minutes of its July 12, 2016 meeting. After review, a motion was made by Mr. Nelson, seconded by Ms. Bryant, to approve the minutes of the July 12, 2016 meeting as submitted. The motion carried unanimously.

Next, the Committee reviewed the cash disbursements for July 2016. Mr. Nelson requested information regarding expected completion of the 54-inch interceptor. Director Wilkins advised there are additional tie-ins still needing to be done. Mr. Nelson then moved to approve the cash disbursement for July reflecting total cash disbursements of \$1,925,119.24 and transfers between accounts of \$1,601,166.67. The motion was seconded by Ms. Bryant and carried unanimously.

Upon motion made by Mr. Nelson, seconded by Ms. Bryant, the Committee unanimously approved the Financial Statement for July 2016. Mr. Nelson inquired whether the budget might need to be readjusted due to the unexpected expenses incurred in repairs from the two 100-year flood events experienced this year. Director Wilkins stated all expenses are being closely considered and if it becomes clear that a readjustment is necessary it will be done as soon as possible.

The Committee then discussed the Baring Cross Basin Cured-In-Place Pipe 2016 Rehabilitation Project. This project includes internal lining of approximately 22,962 linear feet of **6", 8", 12", 15", 36" and 54" gravity sewer mains in the Baring Cross and Argenta areas** based on the 2014 Sewer System Evaluation Survey. The funding for this project will be through the 2012 Revolving Loan Fund Program, and the estimated cost is \$1,262,910. A motion was then made by Mr. Nelson, seconded by Ms. Bryant, to authorize staff to advertise for bids for the Baring Cross Basin Cured-In-Place Pipe 2016 Rehabilitation Project, upon receiving authorization from the Arkansas Natural

Resources Commission. The motion carried unanimously.

The final item to come before the Committee authorized staff to enter into an agreement with EGP, PLLC for audit services for the years of 2016, 2017 and 2018, following a motion by Mr. Nelson, seconded by Ms. Bryant. The engagement letter includes not-to-exceed costs for audits with and without the requirement for an A-133 audit. (A-133 audit is required for years in which more than \$750,000 in federal funds is received by the Utility.) The Not-to-Exceed Costs are:

	<u>Without A-133</u>	<u>With A-133</u>
2016	\$26,000	\$32,500
2017	\$26,800	\$33,500
2018	\$28,100	\$35,200

A motion was then made by Ms. Bryant, seconded by Mr. Nelson, to excuse the absence of Mr. Smith and Mr. McGlothlin from the meeting. The motion carried unanimously.

There being no further action to come before the Committee, a motion was made by Mr. Nelson to adjourn the meeting. The motion carried unanimously, and the meeting was adjourned at approximately 12:57 p.m.

APPROVED AS TO FORM:

RESPECTFULLY SUBMITTED,

K. W. MATTHEWS, CHAIRMAN

SYLVESTER SMITH,
VICE-CHAIRMAN/SECRETARY

(2)

CASH DISBURSEMENTS FOR AUGUST 2016

ACTION REQUESTED:

Approval of the Cash Disbursements for August 2016 showing total
Cash Disbursements of **\$2,365,886.00** and
Fund Transfers between accounts of **\$1,696,936.67**.



**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
AUGUST 31, 2016**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
39308	ARKANSAS AGGREGATES, INC.	\$ 568.82	GRAVEL FOR FAULKNER LAKE PLANT & 29TH STREET
39309	AT&T	\$ 161.12	MONTHLY PHONE BILL FOR FIVE MILE & WHITE OAK PLANTS
39310	BOB & ED'S AIR CONDITIONING	\$ 189.72	SERVICE TO 3 AIR CONDITIONER UNITS AT MAUMELLE PLANT
39311	BOSTON MUTUAL LIFE INSURANCE CO.	\$ 499.63	SUPPLEMENTAL INSURANCE FOR JULY
39312	CABOT FLORIST, INC.	\$ 94.91	FLOWERS FOR RETIREE MARY ROBERTS MEMORIAL SERVICE
39313	CAPITOL EQUIPMENT	\$ 920.97	CHECK SPINDLES & INSTALL NEW BLADES ON MAUMELLE KUBOTA LAWN
39314	CED-LITTLE ROCK	\$ 604.80	MOWER AND HYDRO OIL & KEY STARTER FOR MIDSIZE TRACKHOE.
39315	CINTAS CORP. # 650	\$ 1,847.86	PARTS FOR MAUMELLE TREATMENT PLANT AERATORS #4 & #5. MONTHLY UNIFORM & MAT SERVICES AND CLEANING OF MEN'S RESTROOM IN THE COLLECTIONS & ENGINEERING BUILDING.
39316	CRANFORD CONSTRUCTION	\$ 2,438.41	SURFACE ASPHALT FOR 112 SHADY GROVE - WARD 0 AND 1823 S. 2ND, 4311 HAYWOOD, 312 HEMLOCK - WARD 2.
39317	CUMMINS MID-SOUTH LLC	\$ 1,840.59	PLANNED MAINTENANCE AGREEMENT FOR THE GENERATORS AT COUNTS MASSIE, FRONTIER DRIVE, HWY 107 AND RIXIE-TRAMMEL PUMP STATIONS.
39318	DATA MAX	\$ 43.48	MONTHLY MAINTENANCE FOR COLLECTIONS & ENGINEERING COPIER
39319	DIAMOND CONSTRUCTION CO.	\$ 372,921.00	CONSTRUCTION WORK FOR N. BETHANY EMERGENCY REPAIRS (R16-09), 54" INTERCEPTOR AT FAULKNER LAKE BAR SCREEN (R16-02), CAVE-IN AT 409 WATER STREET (R16-04) AND EMERGENCY REPAIRS AT WHITE OAK INTERCEPTOR (R16-08).
39320	ECOTECH ENTERPRISES	\$ 606.76	LIQUID CAUSTIC SODA FOR FIVE MILE AND DISINFECTANT FOR CLEANING MAUMELLE EFFLUENT WET WELL.
39321	ELLIOTT ELECTRIC SUPPLY	\$ 2,203.93	ELECTRICAL SUPPLIES FOR UNIT #90 STOCK, SUPPLIES FOR MAUMELLE PLANT, ELECTRICAL SUPPLIES FOR BRIDGEWAY PUMP STATION AND 120/240 V BREAKER FOR FAULKNER LAKE A/C FOR MAIN PUMP BLDG.
39322	ENERGY	\$ 23,036.86	ELECTRIC BILL FOR EUREKA GARDENS - 46TH ST, EUREKA GARDENS - JUDY RD, EUREKA GARDEN ROAD, HILL LAKE, MCALMONT, QUAPAW, RIXIE - LUCKY DRIVE AND RIXIE ROAD PUMP STATIONS. MAUMELLE TP - MAIN BLDG., MAUMELLE MAINTENANCE & TRAINING BLDG, MWWTWP P.S. # 2, # 3 & # 4, MWWTWP - SURGE BASIN & AERATOR, HIGH SCHOOL, MAUMELLE VALLEY, MURPHY DRIVE, NAYLOR, NEW BREDFORD, ODOM/BLUE MTN., PONCA, SEMINOLE EAST & WEST, OSAGE FALLS & OSAGE HILLS PUMP STATIONS IN MAUMELLE.
39323	FLEET TIRE SERVICE	\$ 328.01	REPAIR FLATS ON UNIT # 96, UNIT # 111 AND TWO NEW TIRES FOR TRAILER # 6
39324	FRANK ELDER WELL SUPPLY	\$ 13,674.00	DEWATER WELL #4 FOR 54' INTERCEPTOR REPAIR AT FAULKNER LAKE PLANT (R16-02).

**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
AUGUST 31, 2016**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
39325	GIBBS SERVICE CO.	\$ 5,427.63	SEMI-ANNUAL SERVICE MAINTENANCE CONTRACT FOR LAB HVAC SYSTEM
39326	GRANITE MOUNTAIN QUARRIES	\$ 2,438.33	GRAVEL FOR FAULKNER LAKE PLANT & 29TH STREET
39327	GREEN & CHAPMAN, INC.	\$ 2,164.04	DIESEL FUEL FOR FIVE MILE GENERATORS DUE TO POWER OUTAGE DURING STORM AND SAE MOTOR OIL FOR ALL VAC-CONS.
39328	H.D. SUPPLY WATERWORKS	\$ 6,247.04	DUCTILE PIPE FOR WARD 2 JOB AND SAW BLADE FOR CUT OFF SAW
39329	HUM'S HARDWARE	\$ 820.02	PARTS & SUPPLIES FOR VARIOUS DEPARTMENTS
39330	HUM'S RENTAL	\$ 2,209.28	MINI BOBCAT EXCAVATOR RENTAL FOR 112 SUMMER SHADE LN - WARD 0, TRACKHOE RENTAL FOR 115 W. 7TH - WARD 2 AND SERVICE TO AIR COMPRESSOR.
39331	JACKSON CLEANING SERVICE	\$ 1,274.40	JANITORIAL SERVICES FOR ADMINISTRATION, COLLECTION & ENGINEERING AND LAB BUILDINGS.
39332	JIMMY DON WADDLES HAULING	\$ 2,300.00	HAULING SERVICES FOR BIO-SOLIDS FROM MAUMELLE TREATMENT PLANT.
39333	KEELING COMPANY	\$ 15.96	PVC FITTINGS FOR MAUMELLE CHLORINATION
39334	L & L MUNICIPAL SUPPLIES	\$ 1,242.33	RAIN SUITS FOR COLLECTIONS EMPLOYEES, WHITE & GREEN MARKING PAINT FOR TROUBLE CREW, AND SQUINCHER FAST PACKS FOR PLANT OPERATORS.
39335	LIBERTY TRAILER CO.	\$ 11.01	COUPLING HOSE FOR AIR SUPPLY LINE FOR TRAILER # 9
39336	LITTLE ROCK WINWATER WORKS	\$ 9,239.86	MANHOLE EXTENSION RINGS & COVERS FOR INVENTORY
39337	LOU'S GLOVES, INC.	\$ 870.00	10 CASES OF NITRILE GLOVES FOR LAB
39338	MHC KENWORTH	\$ 3,100.03	REPLACED SLACK ADJUSTER AND CARRIER BEARING ASSEMBLY ON UNIT # 104 AND REPLACED REAR BRAKES AND DRUMS ON UNIT # 107
39339	MOORE & ROBINSON	\$ 2,402.48	NEW TIRES FOR UNIT # 119, UNIT # 124 AND UNIT # 58
39340	NAPA AUTO PARTS	\$ 336.04	OIL, HYDRAULIC HOSES & FITTINGS, TRAILER BALL, GRAB HOOKS & HOSE ASSEMBLY FOR MAUMELLE.
39341	NORTH LITTLE ROCK ELECTRIC	\$ 25,517.83	ELECTRIC BILL FOR BAUCUM, CYPRESS CROSSING, DELTA LAWN, DIXIE, FAULKNER LAKE, GALLOWAY, HARRIS INDUSTRIAL PARK, HWY 107, LAKEWOOD, LANSBROOK, MARYLAND EAST, MARYLAND PLACE, OAKBROOK, PINETREE POINT, SHILLCUTT, SHORTER COLLEGE PUMP STATIONS & WHITE OAK SECURITY GATE. FAULKNER LAKE ADMINISTRATION BLDG., BLOWER BLDG., LAB BLDG., PLANT MAINT. BLDG., SLUDGE LAGOON & TREATMENT PLANT. 3804B, 3812B & 3924B NONA STREET (R12-02).
39342	O'REILLY AUTO PARTS	\$ 21.53	OIL FILTERS FOR UNIT # 83 & UNIT # 85
39343	OMNISITE	\$ 634.00	SERVICE CONTRACT FOR TWO OF THE SCADA DEVICES FOR THE MAUMELLE PUMP STATIONS
39344	PETERSON CONCRETE	\$ 419.25	RISERS & CONE FOR SKYLINE & J.F.K. BLVD. - WARD 1

**NORTH LITTLE ROCK WASTEWATER UTILITY
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CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
39345	PETTUS OFFICE PRODUCTS	\$ 96.27	OFFICE SUPPLIES FOR ADMINISTRATION
39346	QUALITY PETROLEUM INC.	\$ 830.03	1 DRUM OF ROTELLA OIL & DIESEL EXHAUST FLUID FOR COLLECTIONS
39347	SEWER DISTRICT # 211	\$ 1,008.00	BILLED RUNYAN ACRES ACCOUNTS FOR JULY - CYC 1
39348	SONNY FULMER TRUCKING	\$ 1,852.81	GRAVEL HAULING SERVICES
39349	SPA CHEMICALS	\$ 68.34	1 CASE OF POP-UP TOWELS FOR OPERATIONS
39350	STANLEY HARDWARE	\$ 250.01	PARTS & SUPPLIES TO REPAIR WATER SERVICE LINE AT # 3 THORNHILL AND CONCRETE & TROWELS FOR 114 SUMMER SHADE WARD 0.
39351	SUMMIT TRUCK GROUP	\$ 4,106.01	REPLACE AIR CONDITIONER COMPRESSOR, CONDENSER, DRIER, O-RINGS & FREON ON UNIT # 112.
39352	TENCARVA MACHINERY CO.	\$ 563.56	FLAPPERS FOR GORMAN RUPP PUMP STATION
39353	TRUCKPRO	\$ 65.86	LAMPS FOR TRAILER # 10 TAIL LIGHTS
39354	UTILITY BILLING SERVICES	\$ 149.23	WATER BILL FOR DELTA LAWN, DIXIE, FIVE MILE, HEILMAN DRIVE, OAKBROOK, SHILLCUTT, SHORTER COLLEGE & WHITE OAK.
39355	WALKERS RADIATOR & AUTO REPAIR	\$ 733.75	REPLACE A/C COMPRESSOR, DRIER & FREON ON UNIT # 127.
39356	LANDERS CHRYSLER DODGE JEEP	\$ 19,774.00	NEW VEHICLE FOR ENGINEERING DEPARTMENT
EP-02	PITNEY BOWES	\$ 800.00	POSTAGE FOR POSTAGE MACHINE
39357	VOID CHECK	\$ -	VOID - PRINTER ERROR
39358	VOID CHECK	\$ -	VOID - PRINTER ERROR
39359	AMERIPRISE FINANCIAL SERVICES	\$ 95.00	EMPLOYEE CONTRIBUTIONS FOR PAY PERIOD ENDING 08/07/16
39360	UNITED WAY	\$ 76.00	UNITED WAY CONTRIBUTIONS - PAY PERIOD ENDING 08/07/16
39361	JACK NELSON JONES, P.A.	\$ 68.72	EMPLOYEE GARNISHMENT FOR PAY PERIOD ENDING 08/07/16
39362	OCSE CLEARINGHOUSE SDU	\$ 505.20	CHILD SUPPORT PAYMENTS FOR PAY PERIOD ENDING 08/07/16
AFC-16	ARKANSAS FEDERAL CREDIT UNION	\$ 6,600.31	EMPLOYEE CONTRIBUTIONS FOR PAY PERIOD ENDING 08/07/16
NAT-16	NATIONWIDE RETIREMENT SOLUTIONS	\$ 3,489.12	RETIREMENT CONTRIBUTIONS - PAY PERIOD ENDING 08/07/16
PR-16	PAYROLL TAX DEPOSIT	\$ 45,119.60	PAYROLL TAXES FOR PAY PERIOD ENDING 08/07/16
39363	ADVANTAGE SERVICE CO.	\$ 525.14	REPAIRS TO A/C UNITS IN THE FAULKNER LAKE INFLUENT BUILDINGS
39364	AMERICAN COMPOSTING INC.	\$ 1,465.92	GREASE REMOVAL FROM SHILLCUTT PUMP STATION
39365	ARKANSAS MILL SUPPLY CO.	\$ 191.46	12 MASTER LOCKS FOR PUMP MAINTENANCE
39366	ARKANSAS SOD & TURF	\$ 1,105.64	SOD FOR WARD 0, WARD 1, WARD 2, WARD 3 & WARD 5
39367	BENTCO, INC.	\$ 70.00	CONNECTORS FOR DO & PH CONTROLLERS AT FAULKNER LAKE
39368	CARLTON-BATES COMPANY	\$ 2,587.11	PHOENIX RADIO & OTHER ITEMS FOR WHITE OAK SCADA PROJECT
39369	CENTERPOINT ENERGY	\$ 14.71	GAS BILL FOR MAUMELLE VALLEY PUMP STATION
39370	CITY OF MAUMELLE	\$ 10,227.74	FRANCHISE FEES COLLECTED IN JULY
39371	CITY OF NORTH LITTLE ROCK	\$ 50,172.01	FRANCHISE FEES COLLECTED IN JULY
39372	CRANFORD CONSTRUCTION	\$ 305.59	SURFACE ASPHALT FOR 1222 W. 11TH ST. - WARD 1 & 310 W. 44TH ST. - WARD 2.
39373	CROW BURLINGAME # 41	\$ 207.91	NEW ALTERNATOR, CARBURETOR CLEANER, LUBE AND BATTERIES FOR UNIT # 125.

**NORTH LITTLE ROCK WASTEWATER UTILITY
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CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
39374	CROW BURLINGAME # 53	\$ 54.17	PARTS FOR AIR HOSE FOR UNIT # 111
39375	DATAMAX	\$ 74.75	MONTHLY MAINTENANCE FOR ADMINISTRATION COPIER
39376	DEPARTMENT OF FINANCE & ADMINISTRATION	\$ 13,725.04	STATE WITHHOLDING TAXES FOR JULY
39377	ECOTECH ENTERPRISES	\$ 620.00	55 GALLON DRUMS OF HYDROGEN PEROXIDE FOR MAUMELLE PLANT
39378	ELLIOTT ELECTRIC SUPPLY	\$ 648.69	ELECTRICAL SUPPLIES FOR PUMP MAINTENANCE REPLACEMENT STOCK, ELECTRICAL SUPPLIES FOR FAULKNER LAKE INFLUENT PUMP STATION AND BRIDGEWAY PUMP STATION
39379	ENTERGY	\$ 1,585.46	ELECTRIC BILL FOR COLLINS INDUSTRIAL PARK, COUNT MASSIE & MAUMELLE # 2 PUMP STATIONS. BOURES, C. C. BALLFIELD, COUNT MASSIE # 2, DIAMOND POINT, DURANGO, LAWRENCE, MARANES, MASTER PLACE, NORFOLK, PALASADES, RIDGELAND, RIDGELAND/ODOM, RIVER RUN AND TOWN CENTER PUMP STATIONS IN MAUMELLE.
39380	EUREKA GARDENS FACILITIES BOARD	\$ 3,520.80	DEBT FEE COLLECTED - JULY - CYC 4
39381	FERRELLGAS	\$ 30.68	PROPANE FOR FORKLIFT
39382	FIRST ELECTRIC COOPERATIVE	\$ 116.14	ELECTRIC BILL FOR GAP CREEK PUMP STATION
39383	GINA BRILEY	\$ 62.00	ANNUAL DOMAIN RENEWAL FOR "NRLWWU" PAID ON PERSONAL CREDIT CARD
39384	GRAINGER	\$ 362.38	PART FOR FAULKNER LAKE CHLORINE BUILDING EXHAUST FAN.
39385	GRAVEL RIDGE SEWER DISTRICT	\$ 7,891.52	BILLED GRAVEL RIDGE COLLECTIONS FOR JULY - CYC 4
39386	GISHAM'S EXTERMINATING COMPANY	\$ 875.00	PEST CONTROL SERVICES FOR OPERATION, OLD LAB, MAIN PUMP, BLOWER, CHLORINE, BELT PRESS WAS & RAS BUILDINGS.
39387	HALL MANUFACTURING, INC.	\$ 273.42	FIBERGLASS & WOODEN GAUGE POLES FOR FIVE MILE STAFF GAUGE
39388	H.D. SUPPLY WATERWORKS	\$ 2,373.00	PIPE, 2-WAY DOUBLE CLEANOUT, GASKET EZ-TITE, PLUGS & BRASS CLEANOUT FOR 312 HEMLOCK - WARD 2, UTILITY BLADES FOR REPAIR CREW #4 AND PLUMBING PARTS & MATERIAL FOR MAUMELLE CHLORINATION.
39389	HOME DEPOT	\$ 511.92	CLEANING SUPPLIES FOR OPERATIONS AND PARTS FOR FAULKNER LAKE LAWN EQUIPMENT.
39390	ICM, INC.	\$ 155.88	LASER LIGHT TARGET FOR REPAIR CREW # 3
39391	INDUSTRIAL ELECTRONIC SUPPLY	\$ 886.18	FLUKE MULTI-METER TESTING EQUIPMENT FOR P. COOLEY'S TRUCK
39392	JACK TYLER ENGINEERING CO.	\$ 1,450.18	PULLED & REPAIRED INFLUENT PUMP AT FIVE MILE PLANT
39393	JIMMY DON WADDLES HAULING	\$ 1,380.00	HAULING SERVICES FOR BIO-SOLIDS FROM MAUMELLE TREATMENT PLANT.
39394	JOE'S GARAGE & WRECKER	\$ 275.20	OIL CHANGE & FUEL FILTER FOR UNIT # 118
39395	LOWE'S	\$ 1,211.44	ROOFING MATERIALS FOR FIVE MILE & WHITE OAK RPZ HOUSES, AC/HEATING UNIT FOR OFFICE AT FIVE MILE AND POWER WASHER & CAULK GUN FOR FIVE MILE & MAUMELLE.

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CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
39396	MARY J. RAMOS	\$ 675.00	REPAIRS TO TRUCK SEATS ON UNIT # 77, UNIT # 78 & UNIT # 125
39397	MR. FIRST AID	\$ 572.77	FIRST AID SUPPLIES FOR COLLECTIONS, PUMP MAINTENANCE & MAUMELLE PLANT.
39398	NETGAIN TECHNOLOGIES	\$ 417.50	BARRACUDA E-MAIL SECURITY SERVICES FOR ONE YEAR
39399	NLR WELDING SUPPLY	\$ 111.53	MONTHLY CYLINDER RENTAL FOR FAULKNER LAKE, FIVE MILE & WHITE OAK PLANTS.
39400	OFFICE DEPOT	\$ 156.21	UPS BATTERY BACKUP, SWITCH & USB DRIVE FOR WHITE OAK
39401	PETTUS OFFICE PRODUCTS	\$ 425.16	OFFICE SUPPLIES FOR ADMINISTRATION, ENGINEERING & OPERATIONS
39402	REGIONS CORPORATE TRUST	\$ 144.50	RIXIE BOND RE-PAYMENT COLLECTED IN JULY
39403	RG&A	\$ 363.78	PARTS FOR FAULKNER LAKE BAR SCREEN
39404	RJN GROUP, INC.	\$ 141,342.25	PROFESSIONAL SERVICES RENDERED FOR SSES PROJECT
39405	SEWER DISTRICT # 211	\$ 245.50	BILLED RUNYAN ACRES COLLECTIONS FOR JULY - CYC 4
39406	SONNY FULMER TRUCKING	\$ 618.93	GRAVEL HAULING SERVICES
39407	T & T EQUIPMENT	\$ 260.40	55 GALLON DRUM OF SOAP FOR CAR WASH
39408	TRACTOR SUPPLY CO.	\$ 77.84	COUPLING, TIRE VALVE, STAINLESS CLAMPS, TIRE SEALANT & 5 WATT LED LIGHT FOR WHITE OAK.
39409	USA BLUE BOOK	\$ 1,005.77	FLUKE 787 MULTI-METER FOR ENGINEERING TECH
39410	UTILITY BILLING SERVICES	\$ 456.38	WATER BILL FOR FAULKNER LAKE TREATMENT PLANT & LAB BUILDING
39411	UTILITY BILLING SERVICES	\$ 5,338.43	WATER BILL FOR MAUMELLE TREATMENT PLANT AND MURPHY DRIVE PUMP STATION
39412	WASTE MANAGEMENT	\$ 25,507.40	MONTHLY BIO-SOLIDS REMOVAL FROM FAULKNER LAKE & MAUMELLE TREATMENT PLANTS.
39413	WELSCO	\$ 19.14	MONTHLY CYLINDER RENTAL FOR COLLECTION SYSTEMS
39414	YARBROUGH CABLE SERVICE	\$ 524.95	PARTS FOR MAUMELLE TREATMENT PLANT.
39415	ADEQ/WWL	\$ 40.00	CLASS II TEST FEE FOR K. NEWSOM
39416	ADVANTAGE SERVICE CO.	\$ 309.48	SERVICE PUMP MAINTENANCE AIR CONDITIONER UNIT & RPZ VALVE TEST FOR DELTA LAWN PUMP STATION.
39417	AFLAC	\$ 1,904.72	SUPPLEMENTAL INSURANCE
39418	AMERIPRISE TRUST CO.	\$ 1,177.50	QUARTERLY SERVICES FOR PENSION PLAN
39419	ARKANSAS ONE-CALL SYSTEM	\$ 362.90	AUGUST BASE FEE AND JULY CALL FEE
39420	AT&T	\$ 749.92	MONTHLY T-1 LINE FROM BAUCUM TO MAIN & MAIN TO CAPITOL
39421	B & B MATERIAL	\$ 54.26	SANDY LOAM FOR 1311 STARFIELD - WARD 1
39422	CABOT FLORIST, INC.	\$ 92.74	FLOWER ARRANGEMENT FOR EMPLOYEE P. COOLEY - MOTHER PASSED AWAY.
39423	CENTERPOINT ENERGY	\$ 276.25	GAS BILL FOR 701 W. 29TH, FAULKNER LAKE TREATMENT PLANT AND LAB BUILDING.
39424	CHANGE...CENTER FOR HEALTH & VITALITY	\$ 3,251.50	WELLNESS CLINIC CONTRACT FOR SEPTEMBER 2016
39425	CITY OF MAUMELLE	\$ 24.86	MONTHLY COMMUNITY SERVICE FEE FOR FIRE & POLICE

**NORTH LITTLE ROCK WASTEWATER UTILITY
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CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
39426	CRIST ENGINEERS, INC.	\$ 11,545.85	PROFESSIONAL SERVICES RENDERED FOR THE REPAIRS OF THE 54 INCH INFLUENT SEWER MAIN NEAR FAULKNER LAKE TREATMENT PLANT BAR SCREEN.
39427	ENTERGY	\$ 16,097.47	ELECTRIC BILL FOR BRIDGEWAY, CRYSTAL BAY, HWY 365, WHITE OAK BAR SCREEN, LAGOONS, STRUCTURE & TREATMENT PLANT AND MAUMELLE WOODS PUMP STATION IN MAUMELLE.
39428	ENVIRONMENTAL SERVICES CO.	\$ 84.60	GRAB WATER TESTING FOR FAULKNER LAKE & WHITE OAK PLANTS
39429	EUREKA GARDENS FACILITIES BOARD	\$ 432.00	DEBT FEE COLLECTED - JULY - CYC 7 BILLINGS
39430	EXPRESS OIL CHANGE	\$ 48.14	OIL CHANGE FOR UNIT # 96
39431	FEDERAL EXPRESS	\$ 57.02	SHIPPING CHARGES FOR OMNI DEVICES
39432	FISHER SCIENTIFIC	\$ 70.76	HYDROCHLORIC ACID FOR PH TESTING AT ALL PLANTS & INDUSTRIES
39433	GRAVEL RIDGE SEWER DISTRICT	\$ 11,455.81	BILLED GRAVEL RIDGE COLLECTIONS FOR JULY - CYC 5 & CYC 7 BILLINGS
39434	GREEN & CHAPMAN, INC.	\$ 2,289.98	DIESEL FUEL FOR FIVE MILE GENERATORS
39435	H2O SPORTZ & MARINE	\$ 385.16	CARBURETOR REPAIR ON BOAT MOTOR
39436	HACH COMPANY	\$ 1,104.86	SILICONE PUMP TUBING FOR ALL LAB SAMPLERS
39437	H.D. SUPPLY WATERWORKS	\$ 325.50	PVC SEWER PIPE, WYE & ADAPTER FOR 115 W 7TH ST. - WARD 2
39438	HENARD UTILITY PRODUCTS	\$ 324.70	TRANSPORTER REPLACEMENT PARTS FOR TV CAMERA # 1
39439	INDIGO BRAVO CONTRACTORS	\$ 1,000.00	INSTALL AIR CONDITIONER UNIT IN PUMP CONTROL BUILDING AT FAULKNER LAKE AND CLEAN-UP STORM DEBRIS AT WHITE OAK PLANT.
39440	ICM, INC.	\$ 860.00	RENTAL OF LASER ECONOMY PACKAGE & BATTERY PACK FOR 115 W. 7TH STREET - WARD 2.
39441	INFORMATION NETWORK OF ARKANSAS	\$ 22.00	EMPLOYEE CRIMINAL BACKGROUND CHECK ON J. UEKMAN
39442	INTERSTATE TIRE	\$ 21.60	PLUG TIRE & SENSOR FOR UNIT # 119
39443	JACK TYLER ENGINEERING CO.	\$ 6,828.82	REPLACE FLYGT PUMP AT FRONTIER DRIVE PUMP STATION
39444	JIMMY DON WADDLES HAULING	\$ 1,610.00	HAULING SERVICES FOR BIO-SOLIDS FROM MAUMELLE TREATMENT PLANT.
39445	JOE'S GARAGE & WRECKER	\$ 377.33	NEW MASTER CYLINDER & OIL CHANGE FOR UNIT # 21
39446	KEELING COMPANY	\$ 87.80	COUPLING & PIPE TO FIX FRENCH DRAIN AT COUNTRY CLUB RD - WARD 5
39447	L & L MUNICIPAL SUPPLIES	\$ 273.42	6 CASES OF GREEN MARKING PAINT FOR COLLECTION SYSTEMS
39448	LOWE'S	\$ 173.82	6 VOLT BATTERIES FOR SSES FLOW METERS
39449	MARLAR ENGINEERING, INC.	\$ 4,500.00	ENGINEERING SERVICES FOR WHITE OAK INTERCEPTOR PHASE II PROJECT.
39450	MR. FIRST AID	\$ 195.45	FIRST AID SUPPLIES FOR OPERATIONS
39451	NORTHSIDE SALES CO.	\$ 161.27	HIP BOOTS & RAIN SUIT FOR PUMP MAINTENANCE EMPLOYEES AND POP-UP TOWELS FOR ENGINEERING.
39452	OMNISITE	\$ 215.04	RE-ACTIVATION FEE FOR OMNISITE DEVICE
39453	PETTUS OFFICE PRODUCTS	\$ 67.18	OFFICE SUPPLIES FOR ADMINISTRATION
39454	SCOTT PRODUCTS	\$ 540.83	WEED KILLER FOR MAUMELLE PLANT

**NORTH LITTLE ROCK WASTEWATER UTILITY
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CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
39455	SEWER DISTRICT # 211	\$ 360.00	BILLED RUNYAN ACRES FOR JULY - CYC 7 BILLINGS
39456	SHERWIN-WILLIAMS	\$ 183.94	MISC. PAINT FOR FAULKNER LAKE, FIVE MILE & WHITE OAK PLANTS
39457	SONNY FULMER TRUCKING	\$ 1,949.00	CONCRETE REPAIRS AT # 3 OAKLEAF - WARD 0 AND 7TH & MAPLE-WARD 1
39458	SOUTHERN PIPE & SUPPLY	\$ 227.85	SOLID TRACER WIRE TO TRACE FORCE MAIN
39459	SPA CHEMICALS	\$ 2,238.62	ODOR DIGESTER & PAPER PRODUCTS FOR COLLECTION SYSTEMS AND HAND SANITIZER & POP-UP TOWELS FOR OPERATIONS.
39460	TERMINIX	\$ 108.58	MONTHLY PEST SERVICES
39461	U.S. LANDSCAPE	\$ 640.00	CONCRETE REPAIRS AT # 2 PINE FOREST - WARD 5
39462	USA BLUE BOOK	\$ 633.31	SUPPLIES FOR LAB TESTING
39463	VWR INTERNATIONAL	\$ 299.02	VOLUMETRIC PIPETES FOR COD TESTING AT ALL 4 PLANTS & INDUSTRIES
39464	WATER ENVIRONMENT FEDERATION	\$ 153.00	ANNUAL RENEWAL OF MEMBERSHIP FOR M. WILKINS
39465	WINDSTREAM	\$ 62.08	MONTHLY FAX LINE BILL FOR BILLING DEPARTMENT
39466	RP SERVICE	\$ 1,028.05	AFTER HOURS SERVICE CALL FOR STORM DAMAGE AT FIVE MILE.
39467	AMERIPRISE FINANCIAL SERVICES	\$ 95.00	EMPLOYEE CONTRIBUTIONS FOR PAY PERIOD ENDING 08/21/16
39468	UNITED WAY	\$ 66.00	UNITED WAY CONTRIBUTIONS - PAY PERIOD ENDING 08/21/16
39469	OCSE CLEARINGHOUSE SDU	\$ 526.43	CHILD SUPPORT PAYMENTS FOR PAY PERIOD ENDING 08/21/16
AFC-17	ARKANSAS FEDERAL CREDIT UNION	\$ 6,530.31	EMPLOYEE CONTRIBUTIONS FOR PAY PERIOD ENDING 08/21/16
NAT-17	NATIONWIDE RETIREMENT SOLUTIONS	\$ 3,289.12	RETIREMENT CONTRIBUTIONS - PAY PERIOD ENDING 08/21/16
PR-17	PAYROLL TAX DEPOSIT	\$ 41,844.82	PAYROLL TAXES FOR PAY PERIOD ENDING 08/21/16
39473	ADT SECURITY SERVICES	\$ 390.65	QUARTERLY SECURITY SERVICES FOR FIVE MILE & WHITE OAK PLANTS
39474	ARKANSAS AGGREGATES, INC.	\$ 1,891.20	GRAVEL FOR STOCK
39475	ARKANSAS COPIER CENTER	\$ 10.95	MONTHLY MAINTENANCE FOR LAB COPIER
39476	AT&T MOBILITY	\$ 136.20	MONTHLY INTERNET BILL FOR FIVE MILE & WHITE OAK AND DATA SERVICES FOR SURVEY EQUIPMENT.
39477	AUTOMATION DIRECT	\$ 2,011.00	SCADA CONTROLLERS FOR FIVE MILE & WHITE OAK PLANTS
39478	BENTCO, INC.	\$ 806.00	ANALOG OUTPUT CORD FOR FAULKNER LAKE INFLUENT PUMP STATION
39479	BILL'S LOCK & SAFE	\$ 27.34	KEYS FOR VACCON BAYS
39480	CAPITOL EQUIPMENT	\$ 493.68	SHAFT FOR 555D6 BACKHOE
39481	CARLTON-BATES COMPANY	\$ 245.89	PARTS FOR OMNI SYSTEMS
39482	CENTRAL ARKANSAS WATER	\$ 39,765.57	WASTEWATER BILLING FEES FOR JUNE AND REFUND OF SEWER CHARGE FOR WATER TREATMENT PLANT IN MAUMELLE
39483	CITY OF SHERWOOD	\$ 200.00	SHERWOOD PERMITS FOR 8 LOCATIONS
39484	COLONIAL LIFE INSURANCE CO.	\$ 465.33	SUPPLEMENTAL INSURANCE
39485	CONNECTING POINT	\$ 107.67	ONE YEAR CISCO ROUTER SERVICE CONTRACT FOR CITY SERVICES DEVICE
39486	DARRELL R. SANSOM	\$ 3,000.00	COMPUTER TROUBLESHOOTING AND CONSULTING FOR AUGUST

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CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
39487	ENTERGY	\$ 34,217.76	ELECTRIC BILL FOR AUSTIN LAKES, CLAYTON CHAPEL, MARCHE & TRAMMEL ESTATES PUMP STATIONS. FIVE MILE CREEK # 1, NORTH & SOUTH BUILDINGS, INFLUENT PUMP & SECURITY GATE.
39488	FLEETMATICS USA	\$ 490.00	MONTHLY VEHICLE TRACKING SERVICE
39489	FRANK ELDER WELL SUPPLY	\$ 15,050.00	RENTAL OF FOUR 40 HP SUBMERSIBLE PUMPS FOR FAULKNER LAKE INTERCEPTOR REPAIR
39490	FUELMAN	\$ 10,349.87	MONTHLY FUEL PURCHASES FOR JULY 2016
39491	GRAINGER	\$ 1,117.40	LABEL PRINTER FOR ELECTRICAL PANELS AND PARTS FOR MASTERS PLACE, FAULKNER LAKE & MAUMELLE STOCK.
39492	GRAVEL RIDGE SEWER DISTRICT	\$ 17,955.52	BILLED GRAVEL RIDGE COLLECTIONS FOR JULY - CYC 9 BILLINGS
39493	HARBOR FREIGHT TOOLS	\$ 42.60	PARTS TO REBUILD WALL FOR FAULKNER LAKE FILTER PRESS
39494	H.D. SUPPLY WATERWORKS	\$ 35.98	BOLT KIT FOR COUNT MASSIE # 2 FORCE MAIN
39495	HENARD UTILITY PRODUCTS	\$ 1,490.89	PARTS FOR TV # 1 CAMERA AND TEE ADAPTER FOR VAC-CON # 2.
39496	HILBURN, CALHOON, HARPER, PRUNSKI	\$ 740.00	LEGAL SERVICES FOR SPECIAL PROJECTS & GENERAL RETAINER
39497	INDIGO BRAVO CONTRACTORS	\$ 915.00	INSTALL NON-POTABLE WATER LINE FOR CHLORINATION & DE-CHLORINATION SYSTEM AT MAUMELLE PLANT.
39498	INTERSTATE TIRE	\$ 21.60	REPAIR FLAT ON UNIT # 102
39499	JIMMY DON WADDLES HAULING	\$ 2,300.00	HAULING SERVICES FOR BIO-SOLIDS FROM MAUMELLE TREATMENT PLANT.
39500	JOE CARTER TOOLS	\$ 202.41	TOOLS FOR OPERATIONS AND FAULKNER LAKE WOMEN'S LOCKER
39501	JOE'S GARAGE & WRECKER	\$ 103.74	OIL CHANGE & WINDSHIELD WASHER FLUID FOR UNIT # 120
39502	KEELING COMPANY	\$ 138.01	PVC UNION & BALL VALVE FOR MAUMELLE CHLORINATION SYSTEM
39503	KERR PAPER & SUPPLY	\$ 479.68	PAPER PRODUCTS FOR TREATMENT & PUMP MAINTENANCE
39504	L & L MUNICIPAL SUPPLIES	\$ 455.70	7 PAIRS OF HIP BOOTS FOR COLLECTION SYSTEMS
39505	LEGAL SHIELD	\$ 91.70	PRE-PAID LEGAL SERVICES EMPLOYEE PAYROLL DEDUCTIONS
39506	MICHAEL CLAYTON	\$ 533.20	REIMBURSEMENT FOR AIRFARE FOR THE 2016 WEFTEC ANNUAL CONFERENCE IN NEW ORLEANS AND ANNUAL RENEWAL FOR WEF MEMBERSHIP.
39507	MUNICIPAL HEALTH BENEFIT FUND	\$ 66,883.05	HEALTH INSURANCE PREMIUM FOR SEPTEMBER 2016
39508	MUNICIPAL H2O.COM	\$ 550.00	MONTHLY RISK MANAGEMENT PROGRAM FOR 3 PLANTS
39509	NEW AGE INDUSTRIES	\$ 1,080.92	1500 FT. OF CLEAR-FLO TUBING FOR ALL SAMPLING AT ALL 4 PLANTS
39510	NORTH LITTLE ROCK ELECTRIC	\$ 342.75	ELECTRIC BILL FOR WILCOX PUMP STATION
39511	NORTHSIDE SALES CO.	\$ 214.79	60 PAIRS OF SAFETY GLASSES FOR COLLECTIONS SYSTEM
39512	OFFICE DEPOT	\$ 180.77	OFFICE SUPPLIES FOR BILLING DEPARTMENT
39513	PETTUS OFFICE PRODUCTS	\$ 442.82	OFFICE SUPPLIES FOR ADMINISTRATION & COLLECTIONS SYSTEM DEPARTMENTS
39514	REDSTONE CONSTRUCTION GROUP	\$ 37,365.64	FIRST ESTIMATE FOR THE DIXIE PUMP STATION REPLACEMENT
39515	SEWER DISTRICT # 211	\$ 49,260.07	BILLED RUYAN ACRES COLLECTIONS FOR JULY - CYC 9 BILLINGS

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CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
39516	SHUPE & ASSOCIATES	\$ 417.45	CHLORINATOR KITS FOR FIVE MILE & WHITE OAK PLANTS AND CHLORINE EJECTOR FOR WHITE OAK.
39517	SONNY FULMER TRUCKING	\$ 1,160.92	GRAVEL HAULING SERVICES
39518	SOUTHERN PIPE & SUPPLY	\$ 1,420.39	BENDS, COUPLINGS, ADAPTERS, GASKETED WYE & SEWER PLUG FOR INVENTORY AND PART FOR COUNT MASSIE PUMP STATION.
39519	T. RANEY CONSTRUCTION, INC.	\$ 21,375.00	REHAB & EPOXY COAT TWO MANHOLES AT FAULKNER LAKE TREATMENT PLANT.
39520	TAYLOR'S BODY SHOP	\$ 300.00	HOOD RE-PAINTED ON UNIT # 90
39521	TELEDYNE INSTRUMENTS, INC.	\$ 1,058.09	PRO-PAK BAGS & CONTROL PANEL FOR SAMPLERS AT ALL PLANTS
39522	THE TRADITIONAL BAKERY	\$ 86.24	COMMISSIONER'S MEETING LUNCH ON 8/9/2016
39523	USA BLUE BOOK	\$ 160.97	SUPPLIES FOR LAB TESTING
39524	VERIZON WIRELESS	\$ 1,645.64	MONTHLY CELL PHONE BILL
39525	WASTE MANAGEMENT	\$ 5,726.20	BI-MONTHLY BIO-SOLIDS REMOVAL FROM MAUMELLE TREATMENT PLANT.
39526	WORK WEAR	\$ 102.90	SAFETY BOOTS FOR NEW EMPLOYEE - J. UEKMAN
39527	XTREME IMAGING, INC.	\$ 86.72	XEROX PRINTS, COVERS & BINDING FOR BARING CROSS BASIN CIPP 2016 PROJECT
39528	ADVANTAGE SERVICE COMPANY	\$ 135.03	CHECK AND CLEAR FLOOR DRAIN IN LAB BUILDING'S CEILING
39529	ARKANSAS AGREGATES, INC.	\$ 1,864.77	GRAVEL FOR STOCK
39530	AT&T	\$ 160.52	MONTHLY PHONE BILL FOR FIVE MILE & WHITE OAK PLANTS
39531	B & B MATERIAL COMPANIES	\$ 108.50	SANDY LOAM FOR 7 RIDGEWELL - WARD 0
39532	BCS, INC.	\$ 1,328.74	REPAIR OF FIVE MILE SECURITY GATE
39533	BENTCO, INC.	\$ 992.50	PARTS FOR FAULKNER LAKE INFLUENT STATION
39534	BOSTON MUTUAL LIFE INSURANCE CO.	\$ 499.63	SUPPLEMENTAL LIFE INSURANCE FOR AUGUST
39535	CABOT FLORIST, INC.	\$ 92.74	SYMPATHY GREEN PLANT FOR EMPLOYEES FATHER'S FUNERAL
39536	CARLTON-BATES COMPANY	\$ 168.25	PARTS FOR OMNI SYSTEMS
39537	CROW BURLINGAME #53	\$ 84.08	BATTERY FOR MANHOLE CREW'S SPRAYMATE
39538	ENTERGY	\$ 3,059.04	ELECTRIC BILLS FOR 12 PUMP STATIONS IN NORTH LITTLE ROCK AND 9 PUMP STATIONS IN MAUMELLE
39539	FISHER SCIENTIFIC	\$ 727.04	PETRI DISHES FOR FECAL TESTING FOR ALL PLANTS AND INDUSTRIES
39540	FRANK ELDER WELL SUPPLY	\$ 8,815.00	DRILLED 60' DEEP 12" PVC WELL FOR DIXIE PUMP STATION PROJECT
39541	HARCROS CHEMICALS	\$ 1,305.64	TWO CHLORINE CYLINDERS FOR WHITE OAK PLANT
39542	INSTRUMENT & SUPPLY, INC.	\$ 4,892.25	HYDROMATIC GRINDER PUMP FOR LAKEWOOD PUMP STATION
39543	JIMMY DON WADDLES HAULING	\$ 1,840.00	EIGHT LOADS OF BIO-SOLIDS HAULED TO TWO PINES LANDFILL FROM MAUMELLE PLANT
39544	JOE CARTER TOOLS	\$ 204.78	VARIOUS TOOLS FOR COLLECTION SYSTEM CREWS
39545	JOE'S GARAGE & WRECKER	\$ 423.96	REPLACE FRONT CAB BUSHINGS ON BOTH SIDES FOR UNIT #100
39546	L & L MUNICIPAL SUPPLIES	\$ 911.40	GLOVES AND HIP BOOTS FOR COLLECTION SYSTEM CREWS
39547	MARY J. RAMOS	\$ 325.00	RE-UPHOLSTER BENCH SEAT IN UNIT #127

**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
AUGUST 31, 2016**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
39548	MORGAN MILLS	\$ 64.80	MILEAGE REIMBURSEMENT FOR TRAVEL TO CLASS I OPERATORS TRAINING IN LONOKE
39549	NETGAIN TECHNOLOGIES	\$ 19,690.52	BARRACUDA BACKUP SERVER 790, ONE YEAR UNLIMITED CLOUD STORAGE AND ONE YEAR HARDWARE REPLACEMENT
39550	NORTH LITTLE ROCK ELECTRIC	\$ 1,703.04	ELECTRIC BILLS FOR COLLECTION SYSTEMS & ENGINEERING BUILDING, 1440 PUMP STATION AND TWO WELLS FOR REPAIRS
39551	OFFICE DEPOT	\$ 642.60	WIRELESS PRINTER AND INK FOR ENGINEERING AND SMART SWITCH FOR WHITE OAK SCADA SYSTEM
39552	PETERSON CONCRETE	\$ 606.30	MANHOLE CONES FOR VARIOUS REPAIR JOBS
39553	PETTUS OFFICE PRODUCTS	\$ 890.12	OFFICE SUPPLIES FOR COLLECTION SYSTEMS, LAB, PRETREATMENT AND ADMINISTRATIVE DEPARTMENTS
39554	POLYTEC, INC	\$ 6,801.31	POLYMER FOR FAULKNER LAKE FILTER PRESS
39555	S & W CHEMICAL SALES	\$ 930.52	NITRILE ONYX GLOVES FOR OPERATIONS
39556	SEWER DISTRICT # 211	\$ 972.00	COLLECTIONS FOR AUGUST, CYCLE 1 BILLINGS
39557	SONNY FULMER TRUCKING	\$ 725.00	REPAIR SIDEWALK AT 103 RAYWOOD-WARD 2 JOB
39558	SOUTHERN PIPE & SUPPLY	\$ 447.29	SUPPLIES FOR REPAIRS ON BETHANY ROAD-WARD 2 AND COUNTRY CLUB PARKWAY-WARD 5
39559	SPA CHEMICALS	\$ 68.34	POP-UP TOWELS FOR OPERATIONS
39560	TURNER HOLDINGS	\$ 602.07	COLLECTION JUGS ALL PLANTS AND INDUSTRIES
39561	USA BLUE BOOK	\$ 1,441.30	LAB TESTING SUPPLIES FOR ALL PLANTS AND INDUSTRIES
39562	WASTE MANAGEMENT	\$ 3,065.14	MONTHLY DUMPSTER SERVICES FOR ALL PLANTS AND SHILLCUTT PUMP STATION
39563	WINDSTREAM	\$ 1,188.39	MONTHLY PHONE BILL FOR FAULKNER LAKE
39564	WORK WEAR	\$ 85.44	SAFETY BOOTS FOR NEW EMPLOYEE - J. STRICKLER
39565	XTREME IMAGING, INC.	\$ 119.36	SPEC BOOKS FOR EAST LEVY PIPE BURSTING PROJECT
EP-3	PITENY BOWES	\$ 31.23	LATE FEE ON POSTAGE PAYMENT
	PAYROLL FOR PAY PERIOD ENDED 8/7/16	\$ 120,873.22	PAID TO EMPLOYEES ON 8/9/16
	PAYROLL FOR PAY PERIOD ENDED 8/21/16	\$ 111,942.09	PAID TO EMPLOYEES ON 8/23/16
		\$ 1,613,762.76	
	ARK. FEDERAL CREDIT UNION	\$ 25.00	MONTHLY FEE FOR ELECTRONIC DEPOSIT OF CREDIT UNION DEDUCTIONS
	ADFA-LOAN PAYMENTS	\$ 299,008.40	MONTHLY LOAN PAYMENTS DRAFTED FROM ACCOUNT
	SERIES 2012 ADFA BOND FUND	\$ 453,089.84	TOTAL DISBURSEMENTS FOR ACCOUNT
	TOTAL UTILITY CASH DISBURSEMENTS	\$ 2,365,886.00	

NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
SERIES 2012 ADFA BOND FUND
AUGUST 31, 2016

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
1070	INSITUFORM TECHNOLOGIES	\$ 75,265.45	FINAL ESTIMATE FOR THE 2015 LAKEWOOD CIPP PROJECT
1071	HORSESHOE CONSTRUCTION	\$259,467.61	ESTIMATE #8 FOR THE 2015 LAKEWOOD PIPE BURSTING PROJECT
1072	PM CONSTRUCTION	\$ 74,255.31	FINAL ESTIMATE FOR THE 2013 CURED IN PLACE PIPE PROJECT
1073	HORSESHOE CONSTRUCTION	\$ 44,101.47	ESTIMATE #9 FOR THE 2015 LAKEWOOD PIPE BURSTING PROJECT
		\$ 453,089.84	

**NORTH LITTLE ROCK WASTE WATER UTILITY
FUND TRANSFERS
AUGUST 31, 2016**

DATE	AMOUNT	TO	FROM	DESCRIPTION
8/1/2016	\$ 41,666.67	REHABILITATION	SEWER	MONTHLY TRANSFER
8/5/2016	\$ 519,000.00	OPERATING	SEWER	TRANSFER FOR CHECKS PAID 8/1-8/5
8/8/2016	\$ 120,870.00	OPERATING-PAYROLL	SEWER	TRANSFER FOR 8/7 PAY PERIOD, PAID TO EMPLOYEES ON 8/9
8/12/2016	\$ 339,200.00	OPERATING	SEWER	TRANSFER FOR CHECKS PAID 8/8-8/12
8/17/2016	\$ 77,300.00	OPERATING	SEWER	TRANSFER FOR CHECKS PAID 8/17
8/22/2016	\$ 111,900.00	OPERATING-PAYROLL	SEWER	TRANSFER FOR 8/21 PAY PERIOD, PAID TO EMPLOYEES ON 8/23
8/26/2016	\$ 377,500.00	OPERATING	SEWER	TRANSFER FOR CHECKS PAID 8/22-8/26
8/31/2016	\$ 41,500.00	SEWER	REHABILITATION	REIMBURSEMENT FOR PREVIOUS MONTHS EXPENDITURES
8/31/2016	\$ 68,000.00	OPERATING	SEWER	TRANSFER FOR CHECKS PAID 8/31

\$ 1,696,936.67

(3)

FINANCIAL STATEMENTS FOR AUGUST 2016

ACTION REQUESTED:

Approve the Financial Statements for August 2016

North Little Rock Waste Water
 Balance Sheet
 Wednesday, August 31, 2016

ASSETS	
CURRENT ASSETS	
PETTY CASH	\$700.00
CASH IN BANK	\$1,976,066.43
CERTIFICATES OF DEPOSIT	\$1,762,253.68
ADFA HOLDING ACCOUNTS	\$1,196,550.47
ACCOUNTS RECEIVABLE	\$2,147,383.36
ACCRUED INTEREST RECEIVABLE	\$7,244.73
ON-SITE INVENTORY	\$45,756.47
PREPAID LIABILITY INSURANCE	\$34,332.00
PREPAID WORKERS COMPENSATION INSURANCE	\$26,693.00
OTHER PREPAID EXPENSES	\$34,109.75
TOTAL CURRENT ASSETS	<u>\$7,231,089.89</u>
PROPERTY, PLANT & EQUIPMENT	
LAND	\$3,139,810.46
PUMPING STATION STRUCTURES	\$11,615,705.91
SEWER SYSTEM LINES	\$55,933,824.28
TREATMENT PLANT STRUCTURES	\$55,011,007.20
ADMINISTRATION & MAINT. & ENG. BUILDINGS	\$898,017.66
LABORATORY BUILDING	\$1,241,501.95
SEWER SYSTEM EQUIPMENT	\$8,345,557.52
EST. VALUE OF OLD SEWER LINES	\$5,081,361.47
CONSTRUCTION IN PROGRESS	\$2,967,882.39
ACCUMULATED DEPRECIATION	<u>(\$56,822,734.99)</u>
TOTAL PROPERTY, PLANT & EQUIPMENT	<u>\$87,411,933.85</u>
OTHER ASSETS	
RIXIE OM&R RECEIVABLE	\$176,055.20
DEFERRED OUTFLOWS RELATED TO PENSION	\$1,088,941.00
TOTAL OTHER ASSETS	<u>\$1,264,996.20</u>
TOTAL ASSETS	<u><u>\$95,908,019.94</u></u>

North Little Rock Waste Water
 Balance Sheet
 Wednesday, August 31, 2016

LIABILITIES	
CURRENT LIABILITIES	
ACCOUNTS PAYABLE	\$563,506.39
OWED TO OTHER DISTRICTS	\$91,450.44
FRANCHISE FEE PAYABLE	\$165,360.54
PAYABLE TO RIXIE	\$2,911.00
PAYABLE TO EUREKA GARDENS	\$4,039.20
ACCRUED SICK LEAVE	\$378,557.16
ACCRUED VACATION LEAVE	\$193,099.54
ACCRUED EMPLOYEE BENEFITS	(\$689.90)
ACCRUED INTEREST PAYABLE	\$365,024.26
ACCRUED PENSION PLAN CONTRIBUTION	\$433,333.36
TOTAL CURRENT LIABILITIES	<u>\$2,196,591.99</u>
OTHER LIABILITIES	
BONDS PAYABLE-SERIES "A"	\$937,814.35
BONDS PAYABLE-SERIES "B"	\$535,923.75
BONDS PAYABLE-SERIES 2001	\$4,783,801.44
BONDS PAYABLE-SERIES 2008	\$11,480,766.90
BONDS PAYABLE-SERIES 2012	\$16,769,973.00
RESERVE FOR BIO-SOILD DISPOSAL	\$1,115,600.00
OPEB OBLIGATION-GASB 45	\$129,324.00
NET PENSION LIABILITY	\$2,139,514.00
DEFERRED INFLOWS RELATED TO PENSIONS	\$681,516.00
TOTAL OTHER LIABILITIES	<u>\$38,574,233.44</u>
EQUITY	
CONTRIBUTED CAPITAL	\$13,192,510.83
DONATED CAPITAL	\$17,727,878.80
RETAINED EARNINGS	\$24,452,021.68
CURRENT YEAR NET INCOME / (LOSS)	(\$235,216.80)
TOTAL EQUITY	<u>\$55,137,194.51</u>
TOTAL LIABILITIES & EQUITY	<u>\$95,908,019.94</u>

North Little Rock Waste Water
Income Statement
For the Eight Months Ending Wednesday, August 31, 2016

	YEAR TO DATE BUDGET	YEAR TO DATE 2016	YEAR TO DATE 2015
REVENUE			
OPERATING REVENUE			
INSIDE NLR SERVICE CHARGES	\$7,481,100.00	\$7,562,748.90	\$7,086,058.29
OUTSIDE NLR SERVICE CHARGES	\$1,587,400.00	\$1,615,564.73	\$1,524,499.27
MAUMELLE SERVICE CHARGES	\$1,220,500.00	\$1,158,818.99	\$0.00
SHERWOOD TREATMENT CHARGES	\$324,800.00	\$327,952.00	\$265,864.00
CUSTOMER SERVICE CHARGES	\$33,600.00	\$33,431.89	\$33,274.57
SERVICE CHARGE REFUND	\$0.00	(\$12,132.12)	(\$5,466.90)
INDUSTRY REGULAR CHARGES	\$722,300.00	\$844,682.79	\$618,057.44
INDUSTRY SURCHARGE/PENALTY CHARGES	\$12,800.00	\$56,755.53	\$54,001.68
INDUSTRY LATE FEE CHARGES	\$8,100.00	\$4,331.30	\$11,331.14
LATE FEE CHARGES-RES. & COM.	\$177,500.00	\$192,510.21	\$178,563.23
TIE-ON FEE CHARGES	\$0.00	\$24,454.77	\$3,905.71
CONNECTION INSPECTION PERMITS	\$17,600.00	\$21,075.00	\$17,185.00
PARTIAL INSPECTION PERMITS	\$0.00	\$360.00	\$720.00
TAP & STREET CUTTING PERMITS	\$5,400.00	\$5,250.00	\$3,500.00
REVIEW PLANS & SPECIFICATIONS	\$1,600.00	\$7,632.23	\$1,983.16
TOTAL OPERATING REVENUE	<u>\$11,592,700.00</u>	<u>\$11,843,436.22</u>	<u>\$9,793,476.59</u>
NON OPERATING REVENUE			
INTEREST EARNED INCOME-SECURITIES	\$5,600.00	\$4,351.43	\$9,476.93
INTEREST EARNED INCOME-CHECKING	\$1,400.00	\$2,745.90	\$2,440.22
INTEREST EARNED INCOME-NOTES	\$3,300.00	\$3,555.50	\$3,815.59
DISCOUNTS EARNED	\$0.00	\$154.20	\$150.46
MISCELLANEOUS INCOME	\$0.00	\$9,265.21	\$8,748.20
TOTAL NON-OPERATING REVENUE	<u>\$10,300.00</u>	<u>\$20,072.24</u>	<u>\$24,631.40</u>
TOTAL REVENUE	<u>\$11,603,000.00</u>	<u>\$11,863,508.46</u>	<u>\$9,818,107.99</u>

North Little Rock Waste Water
Income Statement
For the Eight Months Ending Wednesday, August 31, 2016

	YEAR TO DATE BUDGET	YEAR TO DATE 2016	YEAR TO DATE 2015
OPERATING EXPENSES			
WALKING CREW	\$34,400.00	\$27,380.64	\$10,729.28
TROUBLE CREW	\$88,800.00	\$88,643.16	\$87,784.62
MANHOLE CREW	\$71,200.00	\$59,855.66	\$61,545.15
POWER DRIVE CREW	\$57,600.00	\$37,638.70	\$42,386.89
TELEVISION CREW #1	\$72,000.00	\$76,598.59	\$70,415.12
TELEVISION CREW #2	\$75,200.00	\$70,563.08	\$70,333.35
COLLECTION SYSTEMS-GENERAL	\$824,000.00	\$719,860.65	\$720,356.58
REPAIR CREW #1	\$121,700.00	\$114,824.99	\$120,474.85
REPAIR CREW #2	\$132,900.00	\$122,718.53	\$102,911.60
REPAIR CREW #3	\$128,000.00	\$140,239.98	\$141,749.55
REPAIR CREW #4	\$118,400.00	\$56,988.70	\$0.00
POWER RODDING CREW #1	\$44,800.00	\$22,503.79	\$37,605.52
POWER RODDING CREW #2	\$0.00	\$0.00	\$12,818.48
VAC-CON CREW #1	\$119,200.00	\$97,411.82	\$112,223.91
VAC-CON CREW #2	\$107,100.00	\$102,376.81	\$103,929.40
VAC-CON CREW #3	\$104,000.00	\$91,064.53	\$90,835.61
VAC-CON CREW #4	\$0.00	\$8,432.22	\$15,363.97
VAC-CON CREW #5	\$105,600.00	\$77,544.32	\$41,682.45
SURVEY CREW	\$48,100.00	\$47,537.41	\$40,577.29
LOCATION WORK	\$29,600.00	\$31,915.81	\$26,428.08
ENGINEERING OFFICE	\$219,200.00	\$141,219.11	\$129,198.10
ENGINEERING-SSES	\$12,100.00	\$7,065.15	\$11,316.04
GENERAL ENGINEERING DEPT.	\$172,000.00	\$126,876.19	\$129,785.85
PRETREATMENT DEPARTMENT	\$196,800.00	\$148,354.16	\$148,642.08
TREATMENT DEPARTMENT	\$3,262,400.00	\$2,613,610.05	\$2,098,289.52
PUMP STATION DEPARTMENT	\$415,100.00	\$355,550.85	\$244,961.40
BILLING DEPARTMENT	\$436,800.00	\$422,265.95	\$384,707.07
ADMINISTRATIVE	\$671,400.00	\$673,487.19	\$595,136.76
LOSS (GAIN) ON PROPERTY DISPOSALS	\$0.00	\$64,165.46	\$0.00
DEPRECIATION EXPENSE-NON VEHICLE	\$2,041,700.00	\$1,929,420.50	\$1,786,541.02
PENSION EXPENSE	\$440,800.00	\$436,895.86	\$403,487.50
TOTAL OPERATING EXPENSES	\$10,150,900.00	\$8,912,989.86	\$7,842,217.04
NON-OPERATING EXPENSES			
INTEREST ON DEBT-ALL BONDS	\$570,000.00	\$569,902.80	\$531,878.11
TOTAL NON-OPERATING EXPENSES	\$570,000.00	\$569,902.80	\$531,878.11
TOTAL EXPENSES	\$10,720,900.00	\$9,482,892.66	\$8,374,095.15

North Little Rock Waste Water
Income Statement
For the Eight Months Ending Wednesday, August 31, 2016

	YEAR TO DATE BUDGET	YEAR TO DATE 2016	YEAR TO DATE 2015
NET INCOME (LOSS) BEFORE UNUSUAL ITEMS	\$882,100.00	\$2,380,615.80	\$1,444,012.84
EMERGENCY REPAIRS	(\$1,600,000.00)	(\$2,615,832.60)	(\$19,780.00)
DONATED PROPERTY VALUE	\$0.00	\$0.00	\$61,756.55
NET INCOME (LOSS)	(717,900.00)	(235,216.80)	1,485,989.39

North Little Rock Waste Water
Income Statement
For the Eight Months Ending Wednesday, August 31, 2016

	AUGUST 2016	YEAR TO DATE 2016	AUGUST 2015	YEAR TO DATE 2015
REVENUE				
OPERATING REVENUE				
INSIDE NLR SERVICE CHARGES	\$1,017,912.10	\$7,562,748.90	\$951,227.89	\$7,086,058.29
OUTSIDE NLR SERVICE CHARGES	\$210,598.19	\$1,615,564.73	\$202,315.36	\$1,524,499.27
MAUMELLE SERVICE CHARGES	\$242,100.05	\$1,158,818.99	\$0.00	\$0.00
SHERWOOD TREATMENT CHARGES	\$40,994.00	\$327,952.00	\$33,233.00	\$265,864.00
CUSTOMER SERVICE CHARGES	\$4,182.98	\$33,431.89	\$4,187.53	\$33,274.57
SERVICE CHARGE REFUND	\$0.00	(\$12,132.12)	\$0.00	(\$5,466.90)
INDUSTRY REGULAR CHARGES	\$126,748.63	\$844,682.79	\$91,567.84	\$618,057.44
INDUSTRY SURCHARGE/PENALTY CHARGES	\$7,931.33	\$56,755.53	\$9,045.56	\$54,001.68
INDUSTRY LATE FEE CHARGES	\$0.00	\$4,331.30	\$0.00	\$11,331.14
LATE FEE CHARGES-RES. & COM.	\$33,225.91	\$192,510.21	\$25,093.01	\$178,563.23
TIE-ON FEE CHARGES	\$534.00	\$24,454.77	\$0.00	\$3,905.71
CONNECTION INSPECTION PERMITS	\$3,600.00	\$21,075.00	\$1,955.00	\$17,185.00
PARTIAL INSPECTION PERMITS	\$45.00	\$360.00	\$45.00	\$720.00
TAP & STREET CUTTING PERMITS	\$700.00	\$5,250.00	\$0.00	\$3,500.00
REVIEW PLANS & SPECIFICATIONS	\$1,856.40	\$7,632.23	\$0.00	\$1,983.16
TOTAL OPERATING REVENUE	<u>\$1,690,426.59</u>	<u>\$11,843,436.22</u>	<u>\$1,318,670.19</u>	<u>\$9,793,476.59</u>
NON OPERATING REVENUE				
INTEREST EARNED INCOME-SECURITIES	\$360.19	\$4,351.43	\$1,279.14	\$9,476.93
INTEREST EARNED INCOME-CHECKING	\$447.02	\$2,745.90	\$478.35	\$2,440.22
INTEREST EARNED INCOME-NOTES	\$448.58	\$3,555.50	\$479.24	\$3,815.59
DISCOUNTS EARNED	\$16.05	\$154.20	\$12.47	\$150.46
MISCELLANEOUS INCOME	\$0.00	\$9,265.21	\$1,275.00	\$8,748.20
TOTAL NON-OPERATING REVENUE	<u>\$1,271.84</u>	<u>\$20,072.24</u>	<u>\$3,524.20</u>	<u>\$24,631.40</u>
TOTAL REVENUE	<u>\$1,691,698.43</u>	<u>\$11,863,508.46</u>	<u>\$1,322,194.39</u>	<u>\$9,818,107.99</u>

North Little Rock Waste Water
Income Statement

For the Eight Months Ending Wednesday, August 31, 2016

	AUGUST 2016	YEAR TO DATE 2016	AUGUST 2015	YEAR TO DATE 2015
OPERATING EXPENSES				
WALKING CREW	\$2,809.37	\$27,380.64	\$2,235.66	\$10,729.28
TROUBLE CREW	\$8,234.03	\$88,643.16	\$7,383.05	\$87,784.62
MANHOLE CREW	\$6,477.91	\$59,855.66	\$7,133.52	\$61,545.15
POWER DRIVE CREW	\$4,475.70	\$37,638.70	\$4,147.87	\$42,386.89
TELEVISION CREW #1	\$10,626.03	\$76,598.59	\$9,085.20	\$70,415.12
TELEVISION CREW #2	\$9,004.33	\$70,563.08	\$8,852.61	\$70,333.35
COLLECTION SYSTEMS-GENERAL				
REPAIR CREW #1	\$80,156.99	\$719,860.65	\$81,973.36	\$720,356.58
REPAIR CREW #2	\$11,965.59	\$114,824.99	\$14,432.63	\$120,474.85
REPAIR CREW #3	\$10,232.09	\$122,718.53	\$10,184.24	\$102,911.60
REPAIR CREW #4	\$15,142.97	\$140,239.98	\$15,467.84	\$141,749.55
POWER RODDING CREW #1	\$9,868.09	\$56,968.70	\$0.00	\$0.00
POWER RODDING CREW #2	\$3,729.76	\$22,503.79	\$3,738.68	\$37,605.52
VAC-CON CREW #1	\$0.00	\$0.00	\$0.00	\$12,818.48
VAC-CON CREW #2	\$13,438.65	\$97,411.82	\$15,387.06	\$112,223.91
VAC-CON CREW #3	\$12,554.45	\$102,376.81	\$10,951.55	\$103,929.40
VAC-CON CREW #4	\$11,502.87	\$91,064.53	\$11,697.23	\$90,835.61
VAC-CON CREW #5	\$0.00	\$8,432.22	\$6,118.27	\$15,363.97
SURVEY CREW	\$6,885.16	\$77,544.32	\$14,197.71	\$41,682.45
LOCATION WORK	\$4,980.55	\$47,537.41	\$4,768.28	\$40,577.29
ENGINEERING OFFICE	\$4,951.83	\$31,915.81	\$3,364.61	\$26,428.08
ENGINEERING-SSES	\$17,342.63	\$141,219.11	\$16,756.13	\$129,198.10
GENERAL ENGINEERING DEPT.	\$972.33	\$7,065.15	\$875.78	\$11,316.04
PRETREATMENT DEPARTMENT	\$13,782.48	\$126,876.19	\$14,066.61	\$129,785.85
TREATMENT DEPARTMENT	\$18,188.55	\$148,354.16	\$17,693.65	\$148,642.08
PUMP STATION DEPARTMENT	\$358,865.67	\$2,613,610.05	\$240,989.73	\$2,098,289.52
BILLING DEPARTMENT	\$39,871.89	\$355,550.85	\$27,600.04	\$244,961.40
ADMINISTRATIVE	\$61,550.93	\$422,265.95	\$53,763.07	\$384,707.07
LOSS (GAIN) ON PROPERTY DISPOSALS	\$63,557.72	\$673,487.19	\$67,323.36	\$595,136.76
DEPRECIATION EXPENSE-NON VEHICLE	\$72,757.46	\$64,165.46	\$0.00	\$0.00
PENSION EXPENSE	\$247,624.49	\$1,929,420.50	\$234,128.78	\$1,786,541.02
TOTAL OPERATING EXPENSES	\$55,344.17	\$436,895.86	\$50,000.00	\$403,487.50
NON-OPERATING EXPENSES	\$1,176,894.69	\$8,912,989.86	\$954,316.52	\$7,842,217.04
INTEREST ON DEBT-ALL BONDS	\$74,769.73	\$569,902.80	\$74,193.07	\$531,878.11
TOTAL NON-OPERATING EXPENSES	\$74,769.73	\$569,902.80	\$74,193.07	\$531,878.11
TOTAL EXPENSES	\$1,251,664.42	\$9,482,892.66	\$1,028,509.59	\$8,374,095.15

North Little Rock Waste Water
Income Statement
For the Eight Months Ending Wednesday, August 31, 2016

	AUGUST 2016	YEAR TO DATE 2016	AUGUST 2015	YEAR TO DATE 2015
NET INCOME (LOSS) BEFORE UNUSUAL ITEMS	\$440,034.01	\$2,380,615.80	\$293,684.80	\$1,444,012.84
EMERGENCY REPAIRS	(\$503,166.25)	(\$2,615,832.60)	\$0.00	(\$19,780.00)
DONATED PROPERTY VALUE	\$0.00	\$0.00	\$0.00	\$61,756.55
NET INCOME (LOSS)	<u>(63,132.24)</u>	<u>(235,216.80)</u>	<u>293,684.80</u>	<u>1,485,989.39</u>

North Little Rock Waste Water
Income Statement
For the Eight Months Ending

	AUGUST 2016	AUGUST 2015	AUGUST 2014	AUGUST 2013	AUGUST 2012	AUGUST 2011
REVENUE						
OPERATING REVENUE						
INSIDE NLR SERVICE CHARGES	\$7,562,748.90	\$7,086,058.29	\$6,954,182.48	\$6,303,088.81	\$5,491,622.10	\$5,096,496.48
OUTSIDE NLR SERVICE CHARGES	\$1,615,564.73	\$1,524,499.27	\$1,480,069.20	\$1,344,628.79	\$1,148,866.10	\$1,061,686.67
MAUMELLE SERVICE CHARGES	\$1,158,818.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHERWOOD TREATMENT CHARGES	\$327,952.00	\$265,864.00	\$224,888.00	\$220,664.00	\$222,304.00	\$214,720.00
CUSTOMER SERVICE CHARGES	\$33,431.89	\$33,274.57	\$32,332.79	\$31,892.62	\$31,379.37	\$31,059.65
SERVICE CHARGE REFUND	(\$12,132.12)	(\$5,466.90)	\$0.00	\$0.00	\$0.00	\$0.00
INDUSTRY REGULAR CHARGES	\$844,682.79	\$618,057.44	\$673,512.68	\$612,033.97	\$538,151.00	\$477,906.66
INDUSTRY SURCHARGE/PENALTY CHARGES	\$56,755.53	\$54,001.68	\$80,470.42	\$68,302.25	\$98,616.51	\$57,864.54
INDUSTRY LATE FEE CHARGES	\$4,331.30	\$11,331.14	\$6,130.21	\$11,181.98	\$6,128.71	\$6,473.16
LATE FEE CHARGES-RES. & COM.	\$192,510.21	\$178,563.23	\$190,439.46	\$174,300.88	\$157,215.02	\$146,488.75
TIE-ON FEE CHARGES	\$24,454.77	\$3,905.71	\$43,357.79	\$2,755.57	\$2,517.22	\$24,345.89
CONNECTION INSPECTION PERMITS	\$21,075.00	\$17,185.00	\$20,965.00	\$18,245.00	\$18,700.00	\$17,540.00
PARTIAL INSPECTION PERMITS	\$360.00	\$720.00	\$90.00	\$135.00	\$45.00	\$0.00
TAP & STREET CUTTING PERMITS	\$5,250.00	\$3,500.00	\$5,250.00	\$7,350.00	\$5,950.00	\$7,350.00
REVIEW PLANS & SPECIFICATIONS	\$7,632.23	\$1,983.16	\$2,766.15	\$399.32	\$444.00	\$2,791.28
TOTAL OPERATING REVENUE	\$11,843,436.22	\$9,793,476.59	\$9,714,454.18	\$8,794,978.19	\$7,721,939.03	\$7,144,723.08
NON OPERATING REVENUE						
INTEREST EARNED INCOME-SECURITIES	\$4,351.43	\$9,476.93	\$7,648.27	\$8,048.49	\$12,220.39	\$16,470.41
INTEREST EARNED INCOME-CHECKING	\$2,745.90	\$2,440.22	\$2,109.93	\$1,824.34	\$2,014.54	\$2,761.84
INTEREST EARNED INCOME-NOTES	\$3,555.50	\$3,815.59	\$4,152.52	\$4,948.30	\$4,904.95	\$6,519.53
DISCOUNTS EARNED	\$154.20	\$150.46	\$194.32	\$116.32	\$194.86	\$148.58
MISCELLANEOUS INCOME	\$9,265.21	\$8,748.20	\$17,292.09	\$5,048.30	\$5,700.00	\$8,796.73
PUMP STATION MAINTENANCE FEE	\$0.00	\$0.00	\$0.00	\$69,700.00	\$55,000.00	\$97,200.00
FEMA REIMBURSEMENTS	\$0.00	\$0.00	\$0.00	\$6,491.51	(\$9,209.39)	\$0.00
TOTAL NON-OPERATING REVENUE	\$20,072.24	\$24,631.40	\$31,397.13	\$96,177.26	\$70,825.35	\$131,897.09
TOTAL REVENUE	\$11,863,508.46	\$9,818,107.99	\$9,745,851.31	\$8,891,155.45	\$7,792,764.38	\$7,276,620.17

North Little Rock Waste Water
Income Statement
For the Eight Months Ending

	AUGUST 2016	AUGUST 2015	AUGUST 2014	AUGUST 2013	AUGUST 2012	AUGUST 2011
OPERATING EXPENSES						
WALKING CREW	\$27,380.64	\$10,729.28	\$0.00	\$2,481.46	\$0.00	\$0.00
TROUBLE CREW	\$88,643.16	\$87,784.62	\$84,690.76	\$92,022.80	\$88,248.35	\$93,887.83
MANHOLE CREW	\$59,855.66	\$61,545.15	\$67,067.18	\$22,682.97	\$3,619.85	\$7,779.36
POWER DRIVE CREW	\$37,638.70	\$42,386.89	\$56,703.05	\$80,201.68	\$62,848.95	\$33,980.78
TELEVISION CREW #1	\$76,598.59	\$70,415.12	\$76,500.12	\$43,871.05	\$55,521.00	\$11,466.04
TELEVISION CREW #2	\$70,563.08	\$70,333.35	\$67,344.20	\$70,704.49	\$55,176.29	\$48,251.92
COLLECTION SYSTEMS-GENERAL	\$719,860.65	\$720,356.58	\$593,979.98	\$546,801.88	\$539,486.55	\$485,574.33
REPAIR CREW #1	\$114,824.99	\$120,474.85	\$157,194.08	\$150,822.99	\$113,084.67	\$108,935.04
REPAIR CREW #2	\$122,718.53	\$102,911.60	\$114,256.37	\$102,750.76	\$101,844.05	\$110,057.15
REPAIR CREW #3	\$140,239.98	\$141,749.55	\$186,727.56	\$462,699.34	\$283,574.37	\$167,679.57
REPAIR CREW #4	\$56,968.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POWER RODDING CREW #1	\$22,503.79	\$37,605.52	\$42,836.47	\$17,214.40	\$28,337.79	\$25,824.76
POWER RODDING CREW #2	\$0.00	\$12,818.48	\$22,566.77	\$17,814.32	\$26,795.69	\$0.00
VAC-CON CREW #1	\$97,411.82	\$112,223.91	\$109,638.77	\$107,821.22	\$106,981.57	\$77,772.23
VAC-CON CREW #2	\$102,376.81	\$103,929.40	\$99,610.36	\$89,985.53	\$98,372.78	\$0.00
VAC-CON CREW #3	\$91,064.53	\$90,835.61	\$91,701.09	\$89,915.08	\$33,990.60	\$0.00
VAC-CON CREW #4	\$8,432.22	\$15,363.97	\$1,207.76	\$0.00	\$0.00	\$0.00
VAC-CON CREW #5	\$77,544.32	\$41,682.45	\$0.00	\$0.00	\$0.00	\$0.00
SURVEY CREW	\$47,537.41	\$40,577.29	\$51,700.90	\$49,623.59	\$49,108.42	\$45,707.37
LOCATION WORK	\$31,915.81	\$26,428.08	\$32,287.77	\$38,879.49	\$32,080.28	\$40,379.97
ENGINEERING OFFICE	\$141,219.11	\$129,198.10	\$133,361.59	\$127,281.45	\$132,589.71	\$149,489.76
ENGINEERING-SSES	\$7,065.15	\$11,316.04	\$10,216.74	\$15,243.96	\$15,057.93	\$10,899.96
GENERAL ENGINEERING DEPT.	\$126,876.19	\$129,785.85	\$209,021.82	\$176,353.55	\$191,412.32	\$241,181.65
VAC-CON CREW #2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,826.56
VAC-CON CREW #3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,377.84
PRETREATMENT DEPARTMENT	\$148,354.16	\$148,642.08	\$147,689.55	\$154,863.55	\$159,418.94	\$139,911.44
TREATMENT DEPARTMENT	\$2,613,610.05	\$2,098,289.52	\$2,214,920.70	\$2,106,838.77	\$2,094,077.52	\$1,982,588.51
PUMP STATION DEPARTMENT	\$355,550.85	\$244,961.40	\$240,474.23	\$196,966.09	\$190,798.63	\$197,869.75
BILLING DEPARTMENT	\$422,265.95	\$384,707.07	\$386,223.20	\$359,358.89	\$342,462.74	\$340,155.49
ADMINISTRATIVE	\$673,487.19	\$595,136.76	\$566,256.60	\$547,537.11	\$535,009.56	\$614,964.45
LOSS (GAIN) ON PROPERTY DISPOSALS	\$64,165.46	\$0.00	(\$11,320.51)	(\$7,753.46)	\$4,773.58	(\$866.71)
DEPRECIATION EXPENSE-NON VEHICLE	\$1,929,420.50	\$1,786,541.02	\$1,502,674.08	\$1,501,734.71	\$1,473,688.22	\$1,357,078.45
PENSION EXPENSE	\$436,895.86	\$403,487.50	\$337,600.86	\$336,740.86	\$299,883.36	\$329,535.86
TOTAL OPERATING EXPENSES	\$8,912,989.86	\$7,842,217.04	\$7,593,132.05	\$7,501,458.53	\$7,118,243.72	\$6,688,309.36
NON-OPERATING EXPENSES						
INTEREST ON DEBT-ALL BONDS	\$569,902.80	\$531,878.11	\$370,633.61	\$408,203.62	\$409,550.78	\$328,904.30
BOND ISSUANCE COSTS-ALL	\$0.00	\$0.00	\$0.00	\$0.00	\$12,890.08	\$12,911.52
TOTAL NON-OPERATING EXPENSES	\$569,902.80	\$531,878.11	\$370,633.61	\$408,203.62	\$422,440.86	\$341,815.82
TOTAL EXPENSES	\$9,482,892.66	\$8,374,095.15	\$7,963,765.66	\$7,909,662.15	\$7,540,684.58	\$7,030,125.18

North Little Rock Waste Water
Income Statement
For the Eight Months Ending

	AUGUST 2016	AUGUST 2015	AUGUST 2014	AUGUST 2013	AUGUST 2012	AUGUST 2011
NET INCOME (LOSS) BEFORE UNUSUAL ITEMS	\$2,380,615.80	\$1,444,012.84	\$1,782,085.65	\$981,493.30	\$252,079.80	\$246,494.99
EMERGENCY REPAIRS	(\$2,615,832.60)	(\$19,780.00)	\$0.00	\$0.00	\$0.00	\$0.00
DONATED PROPERTY VALUE	\$0.00	\$61,756.55	\$201,092.50	\$219,307.50	\$0.00	\$0.00
MASTER PLAN STUDY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$114,684.08)
WHITE OAK SLOPE EROSION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$10,932.50)
CONTRIBUTION TO CITY-CATERPILLAR & GREENLEA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$800,000.00)
NET INCOME (LOSS)	<u>(235,216.80)</u>	<u>1,485,989.39</u>	<u>1,983,178.15</u>	<u>1,200,800.80</u>	<u>252,079.80</u>	<u>(679,121.59)</u>

NORTH LITTLE ROCK WASTE WATER UTILITY
NET INCOME DIFFERENCE
AS OF AUGUST 31

NET LOSS AS OF 8/31/16	\$ (235,200)
NET INCOME AS OF 8/31/15	<u>\$ 1,486,000</u>
DIFFERENCE BETWEEN 2016 AND 2015	<u><u>\$ (1,721,200)</u></u>
INCREASE IN EMERGENCY REPAIRS	\$ (2,596,000) (1)
MAUMELLE SERVICE CHARGES	\$ 1,292,500 (2)
INCREASE IN SERVICE CHARGES	\$ 660,600 (3)
MAUMELLE TREATMENT PLANT LESS LABOR	\$ (379,200) (4)
INCREASE IN LABOR	\$ (259,100) (5)
INCREASE IN DEPRECIATION	\$ (168,300) (6)
INCREASE IN INJURIES & DAMAGES	\$ (73,000) (7)
INCREASE IN SHERWOOD TREATMENT CHARGE	\$ 62,100 (8)
DECREASE IN DONATED PROPERTY	\$ (61,800) (9)
MAUMELLE PUMP STATIONS EXPENSES LESS LABOR	\$ (40,500) (10)
NEW VACCON CREW LESS LABOR	\$ (40,100) (11)
INCREASE IN INTEREST EXPENSE	\$ (38,000) (12)
INCREASE IN PENSION ACCURAL	\$ (33,400) (13)
NEW REPAIR CREW LESS LABOR	\$ (28,800) (11)
INCREASE IN MEDICAL INSURANCE	\$ (26,300) (14)
MISCELLANEOUS	\$ 8,100

\$ (1,721,200)

- (1) THIS IS THE AMOUNT EXPENSED YEAR TO DATE FOR EMERGENCY REPAIRS UNDER THE WATER TABLE. SEE THE DETAIL IN THE SCHEDULE ATTACHED. WE HAD \$19,800 EXPENSED AT THIS TIME LAST YEAR.
- (2) AMOUNT BILLED TO THE MAUMELLE CUSTOMERS FOR FIVE MONTHS.
- (3) INCREASE IN AMOUNT BILLED DUE TO THE RATE CHANGE WHICH WAS EFFECTIVE WITH THE 2/1/16 BILLINGS.
- (4) EXPENSES RELATED TO THE MAUMELLE TREATMENT PLANT ONLY LESS LABOR COST.
- (5) INCREASE IN LABOR COST WHICH INCLUDES THE ADDITION OF EMPLOYEES.
- (6) INCREASE IN THE AMOUNT OF PROPERTY DEPRECIATED.
- (7) AMOUNT PAID FOR DAMAGES TO CUSTOMERS PROPERTY.
- (8) THE FIVE MILE COSTING CALCULATION RESULTED IN A HIGHER AMOUNT CHARGED FOR 2016.
- (9) WE RECEIVED REIMBURSEMENT FROM THE ARKANSAS HIGHWAY DEPARTMENT FOR THE NORMAN ROAD PROJECT LAST YEAR.
- (10) EXPENSES RELATED TO THE MAUMELLE PUMP STATIONS ONLY.
- (11) EXPENSES RELATED TO A NEW CREW
- (12) INCREASE DUE TO MORE PROJECTS BEING COMPLETED WHICH WERE FUNDED BY THE SERIES 2012 LOAN. WHEN PROJECTS ARE COMPLETED, THE INTEREST IS EXPENSED.
- (13) INCREASE IN THE ACCRUAL FOR THE PENSION PLAN CONTRIBUTION.
- (14) OUR MEDICAL INSURANCE HAS INCREASED DUE TO MORE EMPLOYEES.

NORTH LITTLE ROCK WASTE WATER UTILITY
2016 EMERGENCY REPAIRS DETAIL

MONTH	VENDOR	AMOUNT	DESCRIPTION	CK #	JOB #
FEB	FRANK ELDER DRILLING	\$ 15,609.00	WELL #1 DRILLED	37980	R16-02
FEB	FRANK ELDER DRILLING	\$ 14,749.00	WELL #2 DRILLED	38026	R16-02
FEB	FRANK ELDER DRILLING	\$ 14,749.00	WELL #3 DRILLED	38026	R16-02
FEB	FRANK ELDER DRILLING	\$ 12,040.00	4-PREZOMETERS DRILLED	38026	R16-02
FEB	FRANK ELDER DRILLING	\$ 2,572.18	WELL SUPPLIES	38026	R16-02
FEB	DIAMOND CONSTRUCTION	\$ 48,853.14	CONTRACT WORK	37975	R16-02
FEB	CRIST ENGINEERS	\$ 3,357.05	ENGINEERING	38107	R16-02
MAR	DIAMOND CONSTRUCTION	\$ 209,697.21	CONTRACT WORK	38160	R16-02
MAR	FRANK ELDER DRILLING	\$ 6,020.00	2-PREZOMETERS DRILLED	38166	R16-02
MAR	CRIST ENGINEERS	\$ 15,930.38	ENGINEERING	38218	R16-02
APR	DIAMOND CONSTRUCTION	\$ 214,105.27	CONTRACT WORK	38379	R16-02
APR	CRIST ENGINEERS	\$ 6,758.94	ENGINEERING	38441	R16-02
APR	FRANK ELDER DRILLING	\$ 10,212.50	60' WELL DRILLED	38548	R16-04
APR	FRANK ELDER DRILLING	\$ 10,212.50	70' WELL DRILLED	38548	R16-05
MAY	DIAMOND CONSTRUCTION	\$ 244,053.60	CONTRACT WORK	38648	R16-02
MAY	CRIST ENGINEERS	\$ 13,917.32	ENGINEERING	38772	R16-02
MAY	SALES TAX REFUND-FEB	\$ (342.40)	WELLS	N/A	R16-02
MAY	SALES TAX REFUND-FEB	\$ (120.20)	WELLS	N/A	R16-02
MAY	DIAMOND CONSTRUCTION	\$ 344,469.22	CONTRACT WORK	38826	R16-02
JUNE	DIAMOND CONSTRUCTION	\$ 39,957.81	CONTRACT WORK	38890	R16-07
JUNE	CRIST ENGINEERS	\$ 8,720.10	ENGINEERING	38998	R16-02
JUNE	DIAMOND CONSTRUCTION	\$ 351,501.38	CONTRACT WORK	39081	R16-02
JULY	DIAMOND CONSTRUCTION	\$ 46,212.70	CONTRACT WORK	39158	R16-06
JULY	DIAMOND CONSTRUCTION	\$ 32,002.48	CONTRACT WORK	39158	R16-04
JULY	DIAMOND CONSTRUCTION	\$ 41,423.26	CONTRACT WORK	39158	R16-08
JULY	CRIST ENGINEERS	\$ 9,197.41	ENGINEERING	39260	R16-02
JULY	FRANK ELDER DRILLING	\$ 10,212.50	WELL	39165	R16-09
JULY	DIAMOND CONSTRUCTION	\$ 197,321.73	CONTRACT WORK	39319	R16-02
JULY	DIAMOND CONSTRUCTION	\$ 25,280.95	CONTRACT WORK	39319	R16-09
JULY	DIAMOND CONSTRUCTION	\$ 25,017.88	CONTRACT WORK	39319	R16-04
JULY	DIAMOND CONSTRUCTION	\$ 125,300.44	CONTRACT WORK	39319	R16-08
JULY	FRANK ELDER DRILLING	\$ 13,674.00	WELL #4 DRILLED	39324	R16-02
AUG	CRIST ENGINEERS	\$ 11,545.85	ENGINEERING	39426	R16-02
AUG	FRANK ELDER DRILLING	\$ 15,050.00	RENTAL OF 4 PUMPS	39489	R16-02
AUG	DIAMOND CONSTRUCTION	\$ 269,535.37	CONTRACT WORK		R16-02
AUG	DIAMOND CONSTRUCTION	\$ 207,035.03	CONTRACT WORK		R16-08
		\$ 2,615,832.60			
		\$ 2,042,964.55			R16-02
		\$ 67,232.86			R16-04
		\$ 10,212.50			R16-05
		\$ 46,212.70			R16-06
		\$ 39,957.81			R16-07
		\$ 373,758.73			R16-08
		\$ 35,493.45			R16-09
		\$ 2,615,832.60			

**NORTH LITTLE ROCK WASTEWATER UTILITY
PROJECTED INCOME STATEMENT
AS OF 12/31/16**

	AS OF 8/31/2016	SEP-DEC PROJECTION	AS OF 12/31/2016	AMENDED BUDGET
OPERATING REVENUE				
INSIDE NLR SERVICE CHARGES	\$ 7,562,700	\$ 3,833,000	\$ 11,395,700	\$ 11,282,700
OUTSIDE NLR SERVICE CHARGES	\$ 1,615,600	\$ 816,300	\$ 2,431,900	\$ 2,389,500
MAUMELLE SERVICE CHARGES	\$ 1,158,800	\$ 924,900	\$ 2,083,700	\$ 2,196,500
SHERWOOD TREATMENT CHARGES	\$ 328,000	\$ 163,900	\$ 491,900	\$ 486,900
INDUSTRY REGULAR CHARGES	\$ 844,700	\$ 463,600	\$ 1,308,300	\$ 1,083,100
INDUSTRY SURCHARGE/PENALTY CHARGES	\$ 56,800	\$ 24,300	\$ 81,100	\$ 19,400
INDUSTRY LATE FEE CHARGES	\$ 4,300	\$ 1,000	\$ 5,300	\$ 12,500
SERVICE CHARGE REFUND	\$ (12,100)	\$ -	\$ (12,100)	\$ -
LATE FEE CHARGES-RES & COM	\$ 192,500	\$ 96,300	\$ 288,800	\$ 266,100
CUSTOMER SERVICE CHARGES	\$ 33,400	\$ 16,700	\$ 50,100	\$ 50,600
TIE-ON FEE CHARGES	\$ 24,400	\$ -	\$ 24,400	\$ -
CONNECTION INSPECTION PERMITS	\$ 21,100	\$ 10,600	\$ 31,700	\$ 26,700
PARTIAL INSPECTION PERMITS	\$ 400	\$ 200	\$ 600	\$ -
TAP & STREET CUT PERMITS	\$ 5,200	\$ 2,600	\$ 7,800	\$ 7,800
REVIEW PLANS & SPECIFICATIONS	\$ 7,600	\$ -	\$ 7,600	\$ 2,200
	\$ 11,843,400	\$ 6,353,400	\$ 18,196,800	\$ 17,824,000
NON OPERATING REVENUE				
INTEREST EARNED-SECURITIES	\$ 4,400	\$ 1,400	\$ 5,800	\$ 8,800
INTEREST EARNED-CHECKING	\$ 2,700	\$ 1,400	\$ 4,100	\$ 2,200
INTEREST EARNED-NOTES	\$ 3,600	\$ 1,800	\$ 5,400	\$ 5,300
DISCOUNTS EARNED	\$ 100	\$ -	\$ 100	\$ -
MISCELLANEOUS INCOME	\$ 9,300	\$ -	\$ 9,300	\$ -
	\$ 20,100	\$ 4,600	\$ 24,700	\$ 16,300
TOTAL REVENUE	\$ 11,863,500	\$ 6,358,000	\$ 18,221,500	\$ 17,840,300

NORTH LITTLE ROCK WASTEWATER UTILITY
 PROJECTED INCOME STATEMENT
 AS OF 12/31/16

	AS OF 8/31/2016	SEP-DEC PROJECTION	AS OF 12/31/2016	AMENDED BUDGET
OPERATING EXPENSES				
LABOR	\$ 2,618,800	\$ 1,562,200	\$ 4,181,000	
LEASED EMPLOYEES	\$ 38,600	\$ -	\$ 38,600	
SUPPLIES	\$ 554,300	\$ 277,200	\$ 831,500	
GASOLINE	\$ 69,500	\$ 34,800	\$ 104,300	
MAINTENANCE & REPAIRS	\$ 138,200	\$ 282,500	\$ 420,700	
INSURANCE-VEHICLE & GENERAL	\$ 68,700	\$ 34,300	\$ 103,000	
DEPRECIATION	\$ 2,222,200	\$ 1,132,000	\$ 3,354,200	
UTILITIES	\$ 891,100	\$ 468,300	\$ 1,359,400	
ADVERTISING	\$ 13,500	\$ 6,800	\$ 20,300	
POSTAGE	\$ 2,100	\$ 1,100	\$ 3,200	
TRAINING	\$ 41,000	\$ 7,000	\$ 48,000	
TELEPHONE	\$ 26,100	\$ 13,100	\$ 39,200	
RENT	\$ 18,200	\$ 9,100	\$ 27,300	
MEDICAL	\$ 490,600	\$ 242,400	\$ 733,000	
PAYROLL TAX	\$ 201,500	\$ 119,500	\$ 321,000	
SUBSCRIPTION & DUES	\$ 40,500	\$ 24,600	\$ 65,100	
WORKERS COMPENSATION INSURANCE	\$ 53,400	\$ 26,700	\$ 80,100	
UNEMPLOYMENT INSURANCE	\$ -	\$ -	\$ -	
JAINTORAL	\$ 12,200	\$ 6,100	\$ 18,300	
UNIFORM	\$ 21,700	\$ 10,900	\$ 32,600	
OUTSIDE SERVICES	\$ 168,800	\$ 84,400	\$ 253,200	
PERMIT FEES	\$ 8,000	\$ 34,000	\$ 42,000	
SLUDGE DISPOSAL	\$ 244,900	\$ 239,300	\$ 484,200	
BILLING SERVICE FEES	\$ 285,700	\$ 197,500	\$ 483,200	
BAD DEBT WRITEOFFS	\$ 46,300	\$ 138,100	\$ 184,400	
LEGAL	\$ 21,500	\$ 10,800	\$ 32,300	
AUDIT/OUTSIDE ACCOUNTING	\$ 34,800	\$ 10,000	\$ 44,800	
CONTRIBUTION TO CITY	\$ 800	\$ -	\$ 800	
MEETINGS	\$ 1,800	\$ 900	\$ 2,700	

NORTH LITTLE ROCK WASTEWATER UTILITY
 PROJECTED INCOME STATEMENT
 AS OF 12/31/16

	AS OF 8/31/2016	SEP-DEC PROJECTION	AS OF 12/31/2016	AMENDED BUDGET
OPERATING EXPENSES-CONTINUED				
EMPLOYEE PHYSICALS	\$ 200	\$ -	\$ 200	
INJURIES & DAMAGES	\$ 73,600	\$ 26,400	\$ 100,000	
PENSION	\$ 436,900	\$ 278,000	\$ 714,900	
EDUCATION PROGRAM	\$ 3,300	\$ 1,700	\$ 5,000	
GASB 45 OBLIGATION	\$ -	\$ 20,200	\$ 20,200	
(GAIN)/LOSS ON PROPERTY DISPOSALS	\$ 64,200	\$ -	\$ 64,200	
	<u>\$ 8,913,000</u>	<u>\$ 5,299,900</u>	<u>\$ 14,212,900</u>	<u>\$ 15,236,100</u>
NON-OPERATING EXPENSES				
INTEREST	\$ 569,900	\$ 294,000	\$ 863,900	\$ 939,300
TOTAL EXPENSES	\$ 9,482,900	\$ 5,593,900	\$ 15,076,800	\$ 16,175,400
NET INCOME BEFORE EMERGENCY REPAIRS	\$ 2,380,600	\$ 764,100	\$ 3,144,700	\$ 1,664,900
EMERGENCY REPAIRS	\$ (2,615,800)	\$ (361,500)	\$ (2,977,300)	\$ (1,600,000)
NET INCOME (LOSS)	<u>\$ (235,200)</u>	<u>\$ 402,600</u>	<u>\$ 167,400</u>	<u>\$ 64,900</u>

(4)

BARING CROSS BASIN PIPE BURSTING 2016 REHABILITATION PROJECT

Staff have prepared bid documents for pipe bursting pipeline rehabilitation in the Baring Cross and Argenta areas based on the 2014 Sewer System Evaluation Survey. The project includes pipe bursting rehabilitation of approximately 46,021 linear feet of 6", 8", 10" and 12" gravity sewer mains.

A map identifying the areas of work is attached.

The estimated cost for the project is \$3,518,535 which will be funded through our 2012 and 2016 Revolving Loan Fund Loan.

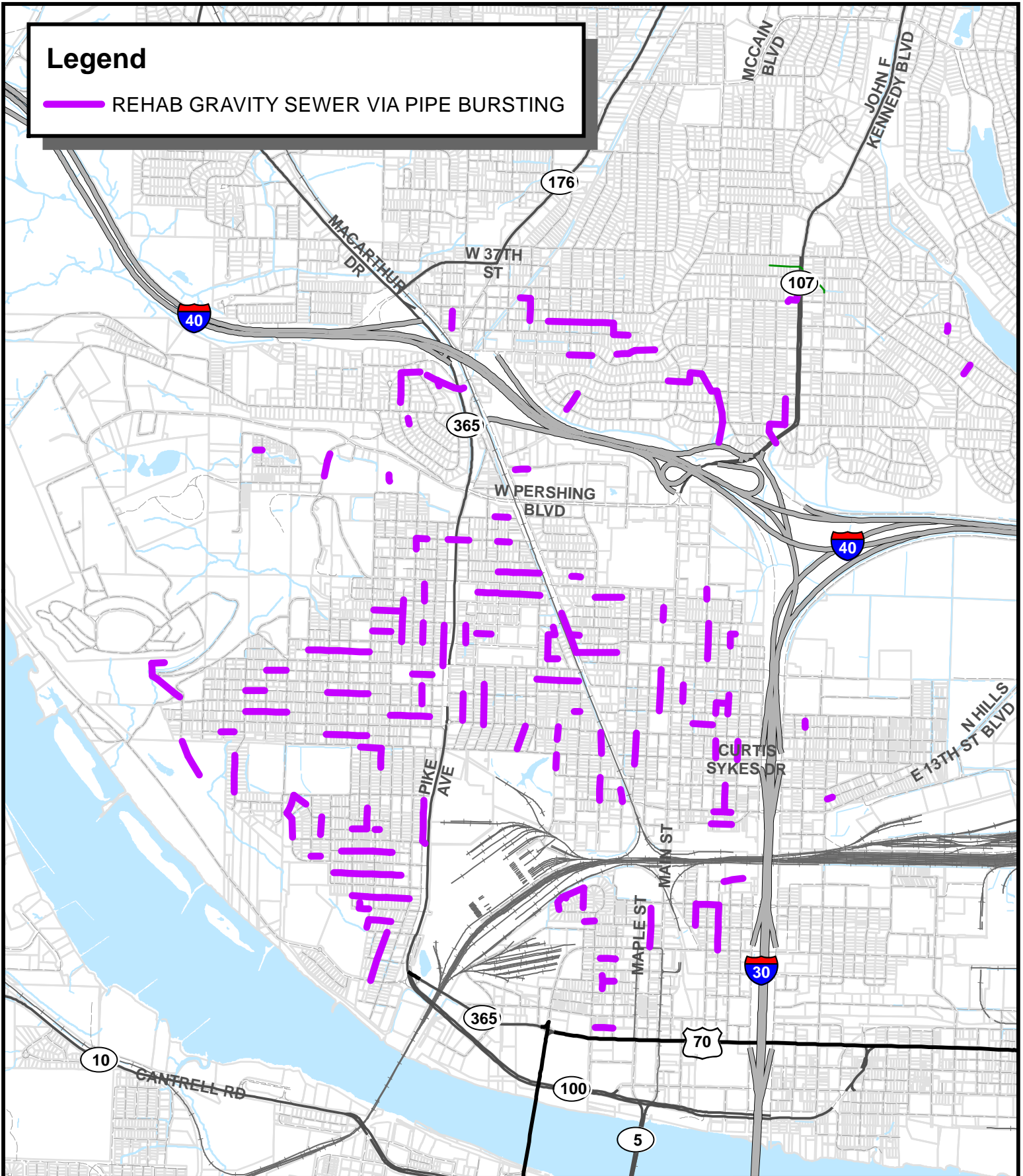
ACTION REQUESTED:

Authorize staff to advertise for bids for Baring Cross Basin pipe bursting contingent upon receiving authorization from the Arkansas Natural Resources Commission.



Legend

REHAB GRAVITY SEWER VIA PIPE BURSTING



Printed 9/8/16

1 inch = 2,000 feet

North Little Rock Wastewater Baring Cross Basin Pipe Bursting 2016 Rehabilitation Project

The data contained herein was compiled from various sources for the sole use and benefit of the North Little Rock Waste Water Utility. Any use of the data by anyone other than the North Little Rock Waste Water Utility is at the sole risk of the user; and by acceptance of this data, the user does hereby hold the North Little Rock Waste Water Utility and the City of North Little Rock harmless and without liability from any claims, costs, or damages of any nature against the North Little Rock Waste Water Utility and the City of North Little Rock, including cost of defense arising from improper use of the data or use by another party. Acceptance or use of this data is done without any expressed or implied warranties.

(5)

BOND PURCHASE AGREEMENT AND BOND ORDINANCE

The Utility intends to borrow \$30,000,000 through the Revolving Loan Fund for system improvements outlined in the “2015 Facility Plan”.

The Hilburn Firm has prepared a “Bond Purchase Agreement” and a “Bond Ordinance” with a proposed loan closing date of October 15, 2016. In order to meet publishing requirements 30 days prior to closing, the Bond Purchase Agreement and Bond Ordinance will be put before City Council at the regularly scheduled meeting on September 12, 2016.

The terms of the agreement are for a \$30,000,000 principal amount of 1.25% interest and 1.00% financing fee.

ACTION REQUESTED:

Ratify the Bond Purchase Agreement and Bond Ordinance prepared by the Hilburn Firm and put before City Council on September 12, 2016. (Copies are attached.)



ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF A SEWER REVENUE BOND, SERIES 2016, BY THE CITY OF NORTH LITTLE ROCK, ARKANSAS, FOR THE PURPOSE OF PAYING THE COST OF ACQUIRING, CONSTRUCTING, AND EQUIPPING CERTAIN EXTENSIONS, BETTERMENTS, AND IMPROVEMENTS TO THE SEWER SYSTEM OF THE CITY; AUTHORIZING SALE OF THE BOND; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST AND SERVICING FEE ON THE BOND; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of North Little Rock, Arkansas (the "**City**"), a city of the first class, owns and operates a wastewater collection and treatment system (the "**System**"); and

WHEREAS, the Sewer Committee of the City (the "**Committee**") has had prepared by Marlar Engineering Company, Inc., an engineering report and facility plan for extensions, betterments, and improvements to the System in order to improve collection, transportation and performance of the System (Arkansas Natural Resources Commission Project No. WRD-004-015 (the "**Improvements**"), and estimates of the cost of the Improvements (the "**Engineering Report**"), which engineering report has been approved by the Committee and recommended to the City Council, and copies of which are on file in the offices of the City Clerk and the Committee; and

WHEREAS, the engineering report has estimated the cost of the Improvements, including the furnishing of all labor, materials, and engineering and other services in connection with the completion thereof and all bond issuance costs, to be at least \$30,000,000.00; and

WHEREAS, to secure funds necessary to finance the planning, designing, and construction of the Improvements and the engineering, legal, and other costs incidental to the issuance of a revenue bond upon the most favorable terms to the City and the users of the System, the City is making arrangements for the sale of its sewer revenue bond in the principal amount of \$30,000,000.00 to the Arkansas Development Finance Authority, as purchaser (the "**Bondholder**"), at a price of par, which bond shall bear interest at the rate of 1.25 percent per annum, pursuant to a Bond Purchase Agreement (the "**Agreement**") among the City, the Bondholder, and the Arkansas Natural Resources Commission (the "**ANRC**"), which has been presented to and is before this meeting; and

WHEREAS, the City is required to pay to the Arkansas Development Finance Authority, as servicer (the "**Authority**"), a semiannual servicing fee equal to one percent per annum of the outstanding principal amount of the bond (the "**Servicing Fee**"); and

WHEREAS, the Bondholder proposes to pledge the bond as collateral for the payment of its Revolving Loan Fund Revenue Bonds (the "**ADFA Bonds**"), pursuant to the Authority's

Revolving Loan Fund Revenue Bond Program General Bond Resolution, adopted May 5, 2009, as subsequently supplemented and amended, under the terms of which Regions Bank is designated as trustee and paying agent for the ADFA Bonds; and

WHEREAS, the City is authorized under Amendment No. 65 to the Constitution of the State of Arkansas ("**Amendment 65**") and Act No. 132 of 1933, as amended ("**Act 132**") (A.C.A. §14-235-201 et seq.), to issue and sell revenue bonds for the purpose of servicing the cost of planning, designing, and constructing the Improvements, including printing, legal, and other expenses incidental to the issuance of the bond and to enter into the Agreement; and

WHEREAS, the City has outstanding its \$7,000,000 original principal amount Sewer Revenue Bond (Faulkner Lake Project), Series A 1995 (the "**Series A 1995 Bond**"), authorized by City Ordinance No. 6880 duly adopted and approved February 27, 1995; its \$4,000,000 original principal amount Sewer Revenue Bond (Five-Mile Creek Project), Series B 1995 (the "**Series B 1995 Bond**"), authorized by City Ordinance No. 6881, duly adopted and approved February 27, 1995; its \$10,000,000.00 original principal amount Sewer Revenue Bonds, Series 2001 (the "**Series 2001 Bond**") authorized by City Ordinance No. 7325 duly adopted and approved on December 11, 2000; its \$205,000.00 original principal amount Sewer Revenue Bond authorized by City Ordinance No. 7378 duly adopted and approved on July 23, 2001; and its \$14,000,000.00 Sewer Revenue Bond, Series 2008 (ANRC) authorized by City Ordinance No. 8083 duly adopted and approved on June 23, 2008; and its \$21,000,000.00 original principal amount Sewer Revenue Bond, Series 2012 (the "**Series 2012 Bond**") authorized by City Ordinance No. 8480 duly adopted and approved on October 8, 2012 (the "**Prior Bonds**").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS THAT:

SECTION 1: The Improvements shall be accomplished. The accomplishment of the Improvements shall be under the control and supervision of, and all details in connection therewith shall be handled by, the Committee, and the Committee shall make all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers. The Committee shall let all contracts pursuant to and in accordance with existing laws and shall require such performance bonds and insurance from the contractors as will, in its judgment, fully insure the completion of the Improvements in accordance with the engineering report so as to fully promote and protect the best interests of the City and the Bondholder.

SECTION 2: The sale to the Bondholder of \$30,000,000.00 aggregate principal amount of a bond by the City at a price of par for a bond bearing interest at the rate of 1.25 percent per annum and subject to a Servicing Fee of one percent per annum and otherwise subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby, approved and the bond is hereby authorized to be sold to the Bondholder. The Mayor is hereby authorized and directed to execute and deliver the Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Agreement. The Agreement is hereby approved in substantially the form attached hereto as Exhibit "A" with such changes as may be approved by the Mayor, his execution to constitute complete evidence of such approval.

SECTION 3: The City Council hereby finds and declares that the period of usefulness of

the System after completion of the Improvements will be more than 25 years, which is longer than the term of the bond.

SECTION 4: Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 and Act 132, the City of North Little Rock, Arkansas Sewer Revenue Bond, Series 2016 (the "**Series 2016 Bond**"), is hereby authorized in the total principal amount of \$30,000,000.00 (or so much thereof as shall be advanced in the payment of the Series 2016 Bond), the proceeds of the sale of which are necessary to provide sufficient funds, together with other funds available, to pay the cost of accomplishing the Improvements, including, without limitation, engineering fees, legal fees, and other necessary expenses incidental to the accomplishment of the Improvements, and to the issuance of the Series 2016 Bond.

The Series 2016 Bond shall bear interest at the rate of 1.25 percent per annum and shall be subject to a Servicing Fee of one percent per annum based upon a 360-day year of twelve consecutive 30-day months compounded semiannually. The Series 2016 Bond shall be dated the date of delivery to the Bondholder and payment of the par value thereof (or, if purchased in installments as provided herein, payment of the first installment) by the Bondholder. Accrued interest and the Servicing Fee only shall be payable on each April 15 and October 15, commencing April 15, 2017, to and including October 15, 2020. Principal, interest, and the Servicing Fee shall be payable on April 15, 2021, and on each April 15 and October 15 thereafter until the unpaid principal is paid in full as follows:

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North Little Rock, Arkansas
 ANRC Loan#: 01068-CWRLF-L
 ANRC Project#: WRD-004-015

Amortization Schedule - 20 Years - Semi-Annual Payments

as of date: Aug 3, 2016

Loan Closing Date	Disbursement Cut-off Date	First Payment Date	Repayment Length Years	Annual Lending Rate	Total Principal	Semi-Annual Payment
Oct 15, 2016	Oct 15, 2020	Apr 15, 2021	20	2.250%	\$30,000,000.00	\$ 335,505.00

Period	Date	Semi-Annual Payment			Outstanding Principal Balance	
		Payment Amount	1.000% Servicing Fee	1.250% Interest		
					\$ 30,000,000.00	
1	Apr 15, 2021	\$ 935,505.00	\$ 150,000.00	\$ 187,500.00	\$ 598,005.00	
2	Oct 15, 2021	935,505.00	147,010.00	183,762.00	604,733.00	
3	Apr 15, 2022	935,505.00	143,986.00	179,983.00	611,536.00	
4	Oct 15, 2022	935,505.00	140,929.00	176,161.00	618,415.00	
5	Apr 15, 2023	935,505.00	137,837.00	172,296.00	625,372.00	
6	Oct 15, 2023	935,505.00	134,710.00	168,387.00	632,408.00	
7	Apr 15, 2024	935,505.00	131,548.00	164,435.00	638,522.00	
8	Oct 15, 2024	935,505.00	128,350.00	160,438.00	644,717.00	
9	Apr 15, 2025	935,505.00	125,116.00	156,396.00	650,993.00	
10	Oct 15, 2025	935,505.00	121,846.00	152,308.00	657,351.00	
11	Apr 15, 2026	935,505.00	118,540.00	148,175.00	663,790.00	
12	Oct 15, 2026	935,505.00	115,196.00	143,995.00	670,314.00	
13	Apr 15, 2027	935,505.00	111,814.00	139,768.00	676,923.00	
14	Oct 15, 2027	935,505.00	108,395.00	135,493.00	682,617.00	
15	Apr 15, 2028	935,505.00	104,937.00	131,171.00	688,397.00	
16	Oct 15, 2028	935,505.00	101,440.00	126,799.00	694,266.00	
17	Apr 15, 2029	935,505.00	97,903.00	122,379.00	700,223.00	
18	Oct 15, 2029	935,505.00	94,327.00	117,909.00	706,269.00	
19	Apr 15, 2030	935,505.00	90,711.00	113,388.00	712,406.00	
20	Oct 15, 2030	935,505.00	87,054.00	108,817.00	718,634.00	
21	Apr 15, 2031	935,505.00	83,356.00	104,194.00	724,955.00	
22	Oct 15, 2031	935,505.00	79,616.00	99,520.00	731,369.00	
23	Apr 15, 2032	935,505.00	75,834.00	94,792.00	737,875.00	
24	Oct 15, 2032	935,505.00	72,010.00	90,012.00	744,483.00	
25	Apr 15, 2033	935,505.00	68,142.00	85,178.00	751,185.00	
26	Oct 15, 2033	935,505.00	64,231.00	80,289.00	758,085.00	
27	Apr 15, 2034	935,505.00	60,276.00	75,345.00	765,184.00	
28	Oct 15, 2034	935,505.00	56,277.00	70,346.00	772,482.00	
29	Apr 15, 2035	935,505.00	52,232.00	65,291.00	779,982.00	
30	Oct 15, 2035	935,505.00	48,143.00	60,178.00	787,684.00	
31	Apr 15, 2036	935,505.00	44,007.00	55,008.00	795,590.00	
32	Oct 15, 2036	935,505.00	39,824.00	49,780.00	803,710.00	
33	Apr 15, 2037	935,505.00	35,595.00	44,493.00	812,053.00	
34	Oct 15, 2037	935,505.00	31,318.00	39,147.00	820,720.00	
35	Apr 15, 2038	935,505.00	26,992.00	33,740.00	829,730.00	
36	Oct 15, 2038	935,505.00	22,619.00	28,273.00	839,087.00	
37	Apr 15, 2039	935,505.00	18,195.00	22,744.00	848,802.00	
38	Oct 15, 2039	935,505.00	13,723.00	17,153.00	858,879.00	
39	Apr 15, 2040	935,505.00	9,199.00	11,499.00	869,328.00	
40	Oct 15, 2040	935,492.00	4,625.00	5,782.00	879,145.00	
TOTALS		\$37,420,187.00	\$ 3,297,863.00	\$ 4,122,324.00	\$30,000,000.00	

If, for any reason, the City does not request advance of the entire \$30,000,000.00 aggregate principal amount of the Series 2016 Bond, then in such event the Principal Amount of the Series 2016 Bond will be reduced to the amount actually advanced. Any reduction of the Principal Amount of the Series 2016 Bond pursuant to this provision shall result in pro rata reductions of the remaining installments of principal so that the weighted average life of the Series 2016 Bond immediately following any such reduction shall be substantially equal to the weighted average life of the Series 2016 Bond immediately prior to such reduction, and the City shall deliver a new Series 2016 Bond to the Bondholder reflecting the revised Principal Amount and payment schedule.

The Series 2016 Bond shall be issued in the form of a single typewritten bond, registered as to both principal and interest, payable to the Bondholder, or registered assigns, as set forth hereinafter in the bond form, and shall be numbered R16-1.

Payment of principal and interest shall be by check electronic or wire transfer to the Bondholder as shown on the registration books of the City which shall be maintained by the City Clerk as Bond Registrar, without presentation or surrender of the Series 2016 Bond (except upon final payment), and such payments shall discharge the obligation of the City to the extent thereof. The Manager of the System shall keep a payment record and make proper notations thereon of all payments of principal and interest.

Payment of principal and interest shall be in any coin or currency of the United States of America which, as at the time of payment, shall be legal tender for the payment of debts due the United States of America. When the principal of and interest on the Series 2016 Bond has been fully paid, it shall be delivered to the City Clerk and shall be canceled.

SECTION 5: The Series 2016 Bond shall be executed on behalf of the City by the Mayor and City Clerk and shall have impressed thereon the seal of the City. In case the person holding the office of Mayor or City Clerk, whose signature shall appear on the Series 2016 Bond, shall cease to be such officer before the delivery of the Series 2016 Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery of the Series 2016 Bond. The Series 2016 Bond is not a general obligation of the City but is a special obligation; the principal of and interest on the Series 2016 Bond, and the Servicing Fee in connection therewith, are secured by and payable solely from revenues derived from the System, as hereinafter set forth. The Series 2016 Bond shall be a valid claim of the Bondholder only against such revenues, which revenues are hereby pledged and mortgaged for the equal and ratable payment of the principal of and interest on the Series 2016 Bond, and the Servicing Fee in connection therewith, subject and subordinate to the lien of the Prior Bonds, and shall be used for no other purpose except as in this Ordinance specifically provided. The principal of and interest on the Series 2016 Bond shall not constitute an indebtedness of the City within any constitutional or statutory debt limitation or restriction.

SECTION 6: The Series 2016 Bond shall be in substantially the following form and the Mayor and City Clerk are hereby authorized and directed to make all the recitals contained therein:

REGISTERED
No. R16-1

UNITED STATES OF AMERICA

REGISTERED
***\$ _____

STATE OF ARKANSAS
COUNTY OF PULASKI
CITY OF NORTH LITTLE ROCK
SEWER REVENUE BOND, SERIES 2016

Registered Owner: Arkansas Development Finance Authority

Principal Amount: Thirty Million Dollars (\$30,000,000.00)

KNOW ALL MEN BY THESE PRESENTS:

That the City of North Little Rock, Arkansas (the "**CITY**"), hereby acknowledges itself to owe, and for value received promises to pay to the order of the Registered Owner shown above, or registered assigns, but solely from the special fund provided therefor as hereinafter set forth, in lawful money of the United States of America, the Principal Amount shown above (or so much of the Principal Amount as should have been advanced as shown on the Record of Payment of Advances attached hereto), and to pay in like coin or currency interest thereon at the rate of 1.25 percent per annum from the date of each advance. A servicing fee of one percent per annum (the "**SERVICING FEE**") shall also be payable by the City to the Arkansas Development Finance Authority or its successor in the same manner and upon the same dates as interest hereon.

Interest on the unpaid balance of the total principal amount outstanding and the Servicing Fee shall be payable on April 15, 2017, October 15, 2017, April 15, 2018, October 15, 2018, April 15, 2019, October 15, 2019, April 15, 2020 and October 15, 2020. Principal, interest, and the Servicing Fee shall be payable on April 15, 2021 and on each April 15 and October 15 thereafter until the unpaid principal is paid in full as follows:

[Here will be inserted the amortization schedule set forth in Section 4 of this Ordinance.]

Payments of principal, interest and servicing fee due hereon shall be made, except for final payment, without presentation and surrender of this bond, directly to the Registered Owner at its address shown on the registration book of the City maintained by the City Clerk as Bond Registrar, and such payments shall fully discharge the obligation of the City to the extent of the payments so made.

This bond is issued for the purpose of providing servicing of the costs of planning, designing, and constructing extensions, betterments, and improvements (the "**IMPROVEMENTS**") to the sewer system of the City (the "**SYSTEM**") and paying costs of authorizing and issuing this bond, and is issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Amendment No. 65 to the Constitution of the State of Arkansas ("**AMENDMENT 65**") and Act No. 132 of 1933, as amended ("Act 132") (A.C.A. § 14-235-201, *et seq.*), and pursuant to Ordinance No. _____ of the City, duly adopted and approved on _____, 2016 (the "**AUTHORIZING ORDINANCE**"). This bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation. The City shall not be obligated to pay the principal of this bond or the interest hereon except from the special fund provided from the revenues of the System. Reference is hereby

made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City and the Registered Owner of this bond.

This bond is not a general obligation of the City, but is a special obligation payable solely from revenues derived from the operation of the System, an amount of which sufficient to pay the principal of and interest on which is to be set aside for such payment in a special fund for that purpose identified as the Series 2016 Bond Fund. Reference is made to the Authorizing Ordinance for a detailed statement of the nature and extent of security, the rights and obligations of the City and registered owner of this bond, the terms and conditions upon which additional bonds may be issued on a parity of security with this bond, and the terms and conditions upon which this bond is issued, including without limitation the covenant of the City to maintain rates for sewer services which shall be sufficient to produce revenues adequate for the payment of the expenses of operation and maintenance of the System, to provide for the payment of the principal of and premium, if any, and interest on the outstanding bonds payable from System Revenues, including this bond and the Servicing Fee, as the same become due, to maintain any required debt service reserves, and to make the required deposit into a Sewer Depreciation Fund.

The flow of System Revenues is:

- First, to an Operation and Maintenance Fund;
- Second, to any bond fund and debt service reserve fund from which payments are to be made for the principal of and interest and servicing fees on bonds having a lien superior to the lien on revenues of the System in favor of this bond (the “**PRIOR BONDS**” as identified in the Authorizing Ordinance);
- Third, to the City's Sewer Revenue Bond Series 2016 Bond Fund securing this bond;
- Fourth, to the Authority, the servicing fee of one percent calculated on the same basis as interest on this bond; and
- Fifth, to a Sewer Depreciation Fund.

This bond may be assigned only upon the written approval of the ANRC, and in order to effect such assignment, the assignor shall promptly notify the City Clerk by registered mail, and the assignee shall surrender this bond along with a written assignment and written approval of the ANRC to the City Clerk for transfer on the registration records. Every assignee shall take this bond subject to all payments and prepayments of principal and interest (as reflected by the Payment Record maintained by the City Clerk) prior to such surrender for transfer.

This bond may be prepaid at the option of the City from funds from any source, in whole but not in part, at any time on or after October 15, 2026 at a prepayment price equal to the principal amount outstanding, plus accrued interest and Servicing Fee to the prepayment date. Notice shall be given of such prepayment to the registered owner of this bond at least 90 days prior to the prepayment date. Such notice shall be in writing mailed to the registered owner of this bond at the address appearing on the bond registration records of the City Clerk.

This bond is expressly made negotiable under Act 132 and is issued with the intent that the laws of the State of Arkansas will govern its construction.

No recourse shall be had for the payment of the principal of or interest on this bond or for any claim based thereon or upon any obligation, covenant, or agreement contained in this bond or the Authorizing Ordinance against any past, present, or future alderman, officer, commissioner or employee of the City or the Sewer Committee of the City (the "**COMMITTEE**"), or any incorporator, member, commissioner, director, alderman, trustee, officer, or employee of any successor of the City or the Committee, as such, either directly or through the City or the Committee or any successor of the City or the Committee, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, commissioner, director, alderman, trustee, officer, or employee as such is hereby expressly waived and released as a condition of and consideration for the issuance of this bond.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this bond do exist, have happened, and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond does not exceed or violate any constitutional or statutory limitation; and that sufficient net revenues have been pledged to and will be set aside into the Series 2016 ADFA Bond Fund referred to above for the payment of the principal of and interest on this bond.

IN WITNESS WHEREOF, the City of North Little Rock, Arkansas, by its City Council, has caused this bond to be executed in its name by the manual signatures of the Mayor and City Clerk thereof, with the seal of the City impressed hereon, all as of the ____ day of _____, 2016.

CITY OF NORTH LITTLE ROCK,
ARKANSAS

By: _____
Mayor

ATTEST:

City Clerk (SEAL)

REGISTRATION CERTIFICATE

Date of Registration	Name of Registered Owner	Signature of City Clerk
	Arkansas Development Finance Authority	

RECORD OF PAYMENT OF ADVANCES

Date of Advance* ¹	Amount of Advance	Total Principal Outstanding	Signature of Vice President of Arkansas Development Finance Authority

SECTION 7: (a) The City has heretofore fixed sewer rates for the usage of the System by Ordinance No. 8768 adopted on October 26, 2015 (the "Rate Ordinance"). Reference is hereby made to the Rate Ordinance for the details thereof and for other provisions pertaining thereto.

(b) The City covenants and agrees that the rates established will produce total system revenues at least sufficient to pay the operation and maintenance expenses of the System, to pay the principal of and premium, if any, and interest on all outstanding bonds to which System revenues are pledged, as the same become due, to pay any trustee's or paying agent's fees in connection therewith, to pay the Servicing Fee as the same becomes due, to create and maintain any required debt service reserves, and to make the required deposits into the Sewer Depreciation Fund. The City also covenants and agrees that the rates shall, from time to time, as and when necessary, be increased to such an amount as will provide system revenues at least sufficient for the above purposes.

(c) The City further covenants and agrees that the rates shall never be reduced while any Prior Bonds, the Series 2016 Bond, and any additional bonds issued on a parity or priority of security therewith under the terms and conditions of the ordinances authorizing the Sewer Revenue Bonds ("**SEWER REVENUE BONDS**") are outstanding, unless (i) prior written consent thereto is obtained from the Bondholder in the ANRC; and (ii) there is obtained from an independent certified public accountant a written opinion, based upon the number of customers and customer usage as reflected by the records of the System, that the proposed new rates will produce sufficient net revenues (net revenues being gross revenues of the System less operation and maintenance expenses) from the operation of the System for the succeeding fiscal year and leave a balance equal to at least 125 percent of the maximum annual debt service requirements (principal, interest, Servicing Fees, and trustees' and paying agents' fees) on all Sewer Revenue Bonds then outstanding.

SECTION 8: The City covenants that it will continuously operate the System as a revenue-producing undertaking and will not sell or lease the same, or any substantial portion thereof, without the prior written approval of the Bondholder and ANRC; provided, however, that nothing herein shall be construed to prohibit the City from making such dispositions of properties of the System and such replacements and substitutions for properties of the System as shall be necessary or incidental to the efficient operation of the System as a revenue-producing undertaking.

*¹ The date of each advance shall be the interest commencement date from which the principal amount of such advance bears interest and from which the Servicing Fee is calculated.

SECTION 9: All of the provisions of the ordinances authorizing the Prior Bonds identified above (including those incorporated therein by reference), as now in effect, and except those provisions clearly inapplicable hereto, including, without limitation, the provisions pertaining to the collection and the handling of the System Revenues and funds, to the operation, maintenance, and care of the System, and to the depreciation of the System, are hereby made applicable hereto and are incorporated herein by reference as though fully set forth at this point. The effect of the above covenant shall be to continue the applicable provisions in full force and effect even after the payment of the Prior Bonds until the Series 2016 Bond is paid, or provision made therefore. Notwithstanding the above, the City agrees to make monthly deposits into the bond funds for the Prior Bonds and the Series 2016 Bond (hereinafter created) prior to making any monthly payments into the Sewer Depreciation Fund.

SECTION 10: (a) After making the required payment into the Sewer Operation and Maintenance Fund, the bond funds for the Prior Bonds, and the bond funds for any additional bonds having a priority on the pledge of System Revenues over the pledge in favor of the Series 2016 Bond, if any, and after paying the Servicing Fee to the Authority in connection with the Series A 1995 Bond, the Series B 1995 Bond, the Series 2001 Bonds, the Series 2008 Bonds, and the Series 2012 Bonds, the City shall set aside from System revenues and make provision as set forth in subsection (b) below for the payment of the principal of and interest and Servicing Fee on the Series 2016 Bond by making a deposit into an account of the City in a special fund to be held by the Bondholder (the "**Series 2016 Bond Fund**"), and the Depreciation Reserve Fund.

(b) In order to pay the interest on the Series 2016 Bond, there shall be deposited into the Series 2016 Bond Fund on April 15, 2017, October 15, 2017, April 15, 2018, October 15, 2018, April 15, 2019, October 15, 2019, April 15, 2020 and October 15, 2020 the interest and Servicing Fee due on the Series 2016 Bond on such dates. Commencing on the first business day of each month thereafter, there shall be deposited into the Series 2016 Bond Fund an amount equal to one-sixth of the amount of principal of and interest on the Series 2016 Bond next due.

(c) If the net revenues of the System or the available proceeds of the Series 2016 Bond are insufficient to make any required interest payment on April 15, 2017, October 15, 2017, April 15, 2018, October 15, 2018, April 15, 2019, October 15, 2019, April 15, 2020 and October 15, 2020 or if the net revenues of the System are insufficient to make any required principal or interest payment into the Series 2016 Bond Fund on the first business day of any month thereafter, as provided in subsection (b) of this Section, then the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the Series 2016 Bond Fund on the next semiannual payment date or on the first business day of the next month, as the case may be.

(d) When the moneys held in the Series 2016 ADFA Bond Fund which represent payments by the City and interest earnings thereon or proceeds of investments therefrom (collectively, "**City Funds**") shall be and remain sufficient to pay in full the principal of and interest on the Series 2016 Bond, the City shall not be obligated to make any further payments into the Series 2016 Bond Fund.

(e) All moneys in the Series 2016 Bond Fund representing City Funds shall be used solely for the purpose of paying the principal of and interest on the Series 2016 Bond, and the City shall automatically receive a credit for the amount of such City Funds on hand in the Series

2016 Bond Fund and available for the payment of any principal and interest currently due on an interest or principal payment date irrespective of whether the Bondholder has applied or caused to be applied such funds on that date for such purpose. The City shall receive a credit for all earnings and income derived from the investment of City Funds each April 15 and October 15, and such earnings and income shall be credited against the next six monthly payments, in substantially equal amounts.

(f) After making the payments hereinabove required, there shall be paid from the Systems Revenues to a "Depreciation Reserve Fund," on or before the first business day of each month while the bonds are outstanding, an amount equal to 3% of the gross monthly revenue of the system until such a time as \$3,000,000.00 is accumulated. The moneys in the Depreciation Fund shall be used for the purpose of paying the costs of replacements made necessary by the depreciation of the System, for the purpose of paying the costs of damage caused by unforeseen catastrophes and for the purpose of paying the costs of maintenance or repairs, renewals or replacements, the costs of acquiring, installing or repairing equipment, and the engineering expenses related to the foregoing; provided, however, the Depreciation Reserve Fund cannot be used without the prior written consent of ANRC. When funds are taken out of the Depreciation Reserve Fund, the monthly deposits shall resume until the Depreciation Reserve Fund reaches \$3,000,000.00. The first payment into the Depreciation Reserve Fund shall be made in one month from the date of the bond.

(g) The Series 2016 Bond shall be specifically secured by a pledge of all the revenues required to be placed into the Series 2016 Bond Fund. This pledge in favor of the Series 2016 Bond is hereby irrevocably made according to the terms of this Ordinance, and the City and its commissioners, aldermen, officers, and employees shall execute, perform, and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

SECTION 11: After making the payments into the Series 2016 ADFA Bond Fund required by Section 10 hereof, there shall be paid from the System Revenues to the Authority the Servicing Fee with respect to the Series 2016 Bond. The Servicing Fee shall be payable on each date interest on the Series 2016 Bond is due and shall be calculated on the same basis as interest on the Series 2016 Bond. The payment of the Servicing Fee with respect to the Series 2016 Bond is expressly made subordinate to the payment of the principal of and interest on the Series 2016 Bond.

SECTION 12: Principal and interest installments on the Series 2016 Bond shall be prepayable prior to maturity in the manner and upon the terms set forth in the bond form appearing in Section 6 hereof.

SECTION 13: The City shall assure that (i) not in excess of ten percent of the proceeds of the Series 2016 Bond is used for Private Business Use (as defined below) if, in addition, the payment of more than ten percent of the principal or ten percent of the interest due on the Series 2016 Bond during the term thereof is, under the terms of the Series 2016 Bond or any underlying arrangement, directly or indirectly secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed moneys used or to be used for a Private Business Use; and (ii) that, in the event that both (A) in excess of five percent of the proceeds of the Series 2016 Bond are used for a Private Business

Use, and (B) an amount in excess of five percent of the principal or five percent of the interest due on the Series 2016 Bond during the term thereof is, under the terms of the Series 2016 Bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said five percent of proceeds of the Series 2016 Bond used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Improvements.

The City shall assure that not in excess of five percent of the proceeds of the Series 2016 Bond are used, directly or indirectly, to make or finance a loan to persons other than state or local governmental units.

As used in this Section, "Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

SECTION 14: As long as the Series 2016 Bond is outstanding, the City shall not issue or attempt to issue any bonds having or claimed to be entitled to a priority of or parity with the lien on the revenues of the System over the lien securing the Series 2016 Bond, including any and all bonds for future extensions, betterments, and improvements to the System, except as provided in this Section.

The City may issue additional revenue bonds to finance or pay the cost of constructing extensions, betterments and improvements to the System or to refund outstanding bonds of the City payable from System revenues issued for such purposes on a parity with the lien on System revenues in favor of the Series 2016 Bond if there shall have been procured and filed with the City Clerk and the Bondholder a statement by an independent certified public accountant not in the regular employ of the City reciting the opinion based upon necessary investigation that (i) the net revenues (net revenues being gross revenues of the System less operation and maintenance expenses, but not including depreciation) derived from the operation of the System for the fiscal year preceding the year in which such additional bonds are to be issued were not less than 110 percent of the maximum annual debt service requirements (principal, interest, Servicing Fees and trustees' and paying agents' fees) on all outstanding bonds to which System revenues are pledged and the bonds then proposed to be issued, or (ii) the net revenues to be derived from the operation of the System for the fiscal year succeeding the year in which such additional bonds are proposed to be issued are projected to be sufficient in amount, taking in consideration any enacted increase in revenues, to be not less than 110 percent of the maximum annual debt service requirements (principal, interest, Servicing Fees, and trustees' and paying agents' fees) on all outstanding bonds to which System revenues are pledged and the bonds then proposed to be issued.

The additional bonds, the issuance of which are restricted and conditioned by this Section, shall not be deemed to mean bonds, the security and source of payment of which are subordinate and subject to the priority of the Series 2016 Bond, and such additional bonds may be issued without complying with the terms and conditions of this Section.

The provisions of this Section may be waived by the Bondholder or Bondholders of 75 percent of the principal amount of the Series 2016 Bond at any time outstanding.

SECTION 15: It is covenanted and agreed by the City with the Bondholder and the ANRC that the City will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Arkansas, the Agreement, and this Ordinance, including, without limitation, the charging and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, the segregating of the revenues of the System as herein required, and the applying of revenues to the respective funds maintained pursuant to the ordinances authorizing the Prior Bonds identified above and this Ordinance.

The City covenants and agrees that the Bondholder shall have the protection of all the provisions of Act 132 of 1933, and that the City will diligently proceed to enforce those provisions to the end of the Bondholder realizing fully upon its security. If the City shall fail to proceed within 30 days after written request shall have been filed by the Bondholder or ANRC, the Bondholder or ANRC may proceed to enforce all such provisions.

If there be any default in the payment of the principal of and interest on the Series 2016 Bond, or if the City defaults in any Series 2016 ADFA Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance or in the Agreement, the Bondholder and ANRC (with respect to covenants contained in the Agreement) may, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State of Arkansas. In the case of a default in the payment of the principal of and interest on the Series 2016 Bond, the Bondholder may apply in a proper action to a court of competent jurisdiction for the appointment of a receiver to administer the System on behalf of the City and the Bondholder with power to charge and collect (or by mandatory injunction or otherwise to cause to be charged and collected) rates sufficient to provide for the payment of the expenses of operation, repair, and maintenance and to pay the Series 2016 Bond and interest outstanding and to apply the revenues in conformity with this Ordinance. When all defaults in principal and interest payments have been cured, the custody and operation of the System shall revert to the City. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies herein provided or provided by law, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by law. No delay or omission of the Bondholder to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein; and every power and remedy given by this Ordinance to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Any costs of enforcement of the Series 2016 Bond or of any provision of this Ordinance, including reasonable attorney's fees, shall be paid by the City.

The Authority may enforce all rights and exercise all remedies available to the Bondholder

in the event the Servicing Fee is not paid when due.

SECTION 16: The City covenants and agrees that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost. While any Sewer Revenue Bonds are outstanding, the City agrees that, to the extent comparable protection is not otherwise provided to the satisfaction of the Bondholder, it will insure and at all times keep insured, in the amount of the actual value thereof, in a responsible insurance company or companies authorized and qualified under the laws of the State of Arkansas to assume the risk thereof, all properties of the System against loss or damage from fire, lightning, tornado, winds, riot, strike, civil commotion, malicious damage, explosion, and against loss or damage from any other causes customarily insured against by private companies engaged in a similar type of business. The insurance policies are to be taken with companies approved by the City and the Bondholder, are to carry a clause making them payable to the City and Bondholder as their interests may appear, and satisfactory evidence of insurance shall be filed with the Bondholder. In the event of loss, the proceeds of such insurance shall be applied solely toward the reconstruction, replacement, or repair of the System, and in such event the City will, with reasonable promptness, cause to be commenced and completed the reconstruction, replacement, and repair work. If such proceeds are more than sufficient for such purposes, the balance remaining shall be deposited to the credit of the Revenue Fund and if such proceeds shall be insufficient for such purposes, the deficiency shall be supplied first, from moneys in the Depreciation Fund, second, from moneys in the Sewer Operation and Maintenance Fund, and third, from available moneys in the Revenue Fund. Nothing herein shall be construed as requiring the City to expend any funds for operation and maintenance of the System or for premiums on insurance which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the City from doing so.

SECTION 17: The City covenants and agrees that, so long as any Sewer Revenue Bonds are outstanding, it will not mortgage, pledge, or otherwise encumber the System or any part thereof or any revenues derived from the operation thereof, except as herein specifically provided, and will not sell, lease, or otherwise dispose of all or any substantial portion of the same.

SECTION 18: The City shall keep or cause to be kept proper books of accounts and records (separate from all other records and accounts of the City) in which complete and correct entries shall be made of all transactions relating to the acquisition, construction, and equipping of the Improvements and relating to the operation of the System and its revenues. Such books shall be available for inspection by the Bondholder and ANRC at reasonable times and under reasonable circumstances. The City agrees to have these records audited by an independent certified public accountant at least once each year. The City agrees that it shall also furnish to the Bondholder and ANRC (1) on or before 30 days after the close of each fiscal year a statement of the operations of the System for the past fiscal year in form and content in the manner hereinafter specified, and (2) on or before 120 days after the close of each fiscal year a copy of the audit report of the Accountant. The first report required by the last preceding sentence shall contain at least the following information: (a) Statement of income and expense for the System; (b) Balance sheet for the System; (c) Schedule of insurance policies and fidelity bonds showing, with respect to each policy and bond, the amount and nature of risk covered, the expiration date, and the name of the insurer; and (d) Schedule of the number of customers (connected and unconnected to the System)

and showing the rate schedule currently in effect. The reports referred to above shall cover the operations of the System for all of the last ensuing fiscal year. . In the event the City fails or refuses to make the audit, the Bondholder or ANRC may have the audit made, and the cost thereof shall be charged against the Sewer Operation and Maintenance Fund.

SECTION 19: When the Series 2016 Bond has been executed by the Mayor and City Clerk and the seal of the City impressed thereon, as herein provided, it shall be delivered to the Bondholder upon the payment of all or a portion of the purchase price in accordance with the Agreement.

The sale proceeds shall be deposited, as and when received, in a special account of the City hereby created in a bank selected by the City that is a member of Federal Deposit Insurance Corporation and designated the "2016 Sewer Construction Fund" (the "**2016 Construction Fund**"). The moneys in the 2016 Construction Fund shall be used for reimbursing the City for costs paid in accomplishing the Improvements, paying expenses incidental thereto, and paying the expenses of issuing the Series 2016 Bond approved in accordance with the Agreement. Payments from the 2016 Construction Fund shall be by check signed by two (2) persons authorized by the Director of the System, and drawn on the depository. Each such check or voucher shall briefly specify the purpose of the expenditure.

When the Improvements have been completed and all required expenses paid and expenditures made from the 2016 Construction Fund for and in connection with the accomplishment of the Improvements and the servicing thereof, this fact shall be evidenced by a certificate signed by the Manager of the System and by the consulting engineer, which certificate shall state, among other things, the date of the completion and that all obligations payable from the 2016 Construction Fund have been discharged. A copy of the certificate shall be filed with the depository bank, the Bondholder, and ANRC.

SECTION 20: The City agrees that the Bondholder may pledge the Series 2016 Bond as security for the ADFA Bonds and the Trustee of the ADFA Bonds may exercise any rights and remedies available to the Bondholder under this Ordinance or the Agreement while the Series 2016 Bond is pledged. In addition, the City agrees that while the Series 2016 Bond is pledged, copies of all financial information shall be furnished to the Trustee.

SECTION 21: In the event the offices of Mayor, City Clerk, Manager of the System, Committee, or City Council shall be abolished, or any two or more of such offices shall be merged or consolidated, or in the event the duties of a particular office shall be transferred to another office or officer, or in the event of a vacancy in any such office by reason of death, resignation, removal from office, or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the City, or otherwise, all powers conferred and all obligations and duties imposed upon such office or officer shall be performed by the office or officer succeeding to the principal function thereof, or by the office or officer upon whom such powers, obligations and duties shall be imposed by law.

SECTION 22: It is understood and agreed that the Committee, acting for and on behalf of the City, has custody of and control over the System, operates, maintains, and repairs the System,

and collects and handles System Revenues. Therefore, it is understood and agreed that even though there are some express references to the Committee, all references herein to the City shall, when appropriate in view of the authority and responsibility of the Committee, be construed to mean and include the Committee. So long as the Committee operates the System for the City, performance by the Committee of any right or obligation of the City hereunder shall be deemed performance by the City.

SECTION 23: The provisions of this Ordinance shall constitute a binding contract among the City, the Bondholder, and ANRC, and no variation or change in the undertaking herein set forth shall be made while the Series 2016 Bond is outstanding unless consented to in writing by the Bondholder and ANRC.

SECTION 24: This Ordinance shall not create any right of any kind and no right of any kind shall arise hereunder pursuant to it until the Series 2016 Bond authorized by this Ordinance shall be issued and delivered.

SECTION 25: 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 the Ordinance.

SECTION 26: Reference in this Ordinance to "Bondholder" shall include the original Bondholder or any registered assign thereof.

SECTION 27: All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 28: It is hereby ascertained and declared that the Improvements must be accomplished as soon as possible in order to make the System adequate for the needs of the City and its inhabitants, without which the life, health, safety, and welfare thereof are jeopardized, and that the issuance of the Series 2016 Bond and the taking of the other action authorized by this Ordinance are necessary for the accomplishment thereof. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of the public peace, health, and safety shall take effect and be in force from and after its passage.


PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

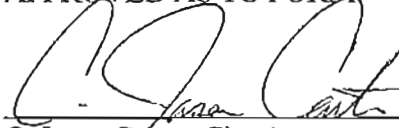
ATTEST:



Mayor Joe A. Smith

Diane Whitbey, City Clerk

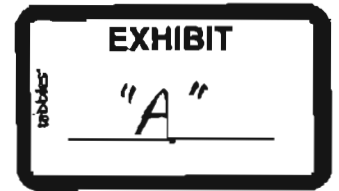
APPROVED AS TO FORM:


C. Jason Carter, City Attorney

Prepared by Hilburn, Calhoun, Harper, Pruniski & Calhoun, Ltd., Attorneys at Law

|

FILED <u>11:30</u> A.M. _____ P.M.
By <u>City Atty Carter</u>
DATE <u>9-6-16</u>
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas
RECEIVED BY <u>J. Braggs</u>



BOND PURCHASE AGREEMENT

City of North Little Rock, Arkansas
City Hall
North Little Rock, Arkansas 72119

_____, 2016

Attention: Mayor Joe A. Smith

Ladies and Gentlemen:

Certain terms used in this Bond Purchase Agreement are defined as follows:

- Issuer:** City of North Little Rock, Arkansas
- Principal Amount:** \$ 30,000,000.00 (See Exhibit B)
- Interest Rate:** 1.25 percent
- Servicing Fee:** 1.00 percent
- Bond:** Sewer Revenue Bond, Series 2016
- Bond Counsel:** Hilburn, Calhoon, Harper, Pruniski & Calhoun, Ltd.
- Bond Ordinance:** Ordinance No. ____ of the Issuer, adopted _____, 2016, under which the Bond is to be issued and secured
- Rate Ordinance(s):** Ordinance No. 8768 of the Issuer, adopted October 26, 2015, pursuant to which the Rates are levied and System Revenues are collected
- System Revenues:** Revenues of the Issuer's Sewer System
- Administration Fee:** None
- Closing:** 10:00 a.m., prevailing local time, on October 15, 2016, or at such other time or on such later date as is mutually agreed upon, at the offices of Bond Counsel in North Little Rock, Arkansas
- Estimated Final Completion Date:** October 15, 2020
- Authorizing Legislation:** Amendment 65 of the Constitution of the State of Arkansas and Act No. 132 of 1933, as amended (A.C.A. § 14-235-201 *et. seq.*)

The Arkansas Natural Resources Commission (the "Commission") and the Arkansas Development Finance Authority (the "Authority") hereby offer to enter into this Bond Purchase Agreement (the "Agreement") with you, the Issuer, for the purchase by the Authority from moneys in the Construction Assistance Revolving Loan Fund, created by Arkansas Code Annotated Section 15-5-901, as the same may be amended from time to time (the "Revolving Loan Fund"), and the sale by you of the Bond of the Issuer more particularly described below. Upon approval by you and by the execution of the acceptance hereof by the Mayor of the Issuer, this Agreement shall be in full force and effect in accordance with its terms and shall be valid, binding, and enforceable upon the Issuer, the Commission, and the Authority.

Further terms of this Agreement are:

1. Upon the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Authority the entire Principal Amount of the Bond to be issued under and secured by the Bond Ordinance.
2. The Bond is being issued for the purpose of financing the planning, design, and construction of the wastewater treatment facilities of the Issuer's sewer system (the "System") described in the facilities plan furnished by the Issuer to and concurred with by the Commission (the "Project"), paying costs incidental thereto and paying approved expenses incurred in connection with the issuance of the Bond as set forth in **Exhibit B**.
3. The Bond and the Servicing Fee shall be secured by a pledge of and payable from the System Revenues, subject to a pledge in favor of certain outstanding bonds, if any, identified in the Bond Ordinance. Rates for usage of the System (the "Rates") have been levied and the System Revenues are collected pursuant to the Rate Ordinance(s).
4. The Bond shall be dated the date of the Closing. The Bond shall be authorized in an amount up to the Principal Amount identified above, and shall bear interest at the Interest Rate identified above. Principal and interest shall be amortized in accordance with the schedule set forth in **Exhibit A** attached hereto (which is based upon semiannual repayment of principal and interest commencing six months following the Estimated Completion Date and a 20 year amortization), and the Issuer shall pay to the authority on the first business day of each month, commencing six months prior to the first principal payment date set forth on Exhibit A, an amount equal to 1/6 of the next installment of interest and principal due on the Bond plus the Issuer shall pay to the Authority interest on the Bond on each April 15 and October 15 after the Bond is issued to and including the Estimated Final Completion Date. In addition to the payment of the principal and interest on the Bond, the Issuer shall be obligated to pay the Servicing Fee to the Authority. The Servicing Fee shall be payable in the same manner and on the same dates as interest on the Bond is due. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal and interest on the Bond. The Issuer agrees that any delay in completion of the Project beyond the Estimated Final Completion Date shall not result in any extension of the date on which principal and interest payments are to be made on the Bond. The Bond shall be subject to redemption prior to maturity, shall

be payable, and shall be as otherwise described in the Bond Ordinance. Interest on the Bond shall not be excludable from gross income for federal income tax purposes.

5. The Issuer recognizes that in the event the actual costs of the Project exceed the amount of the Bond, the Authority and the Commission shall be under no obligation to provide any additional funds to the Issuer. If, for any reason, the Issuer does not utilize the entire Bond proceeds, then in such event the Principal Amount of the Bond will be reduced to the amount actually withdrawn. Any reduction of the Bond pursuant to this provision shall result in pro rata reductions of the remaining installments of principal so that the weighted average life of the Bond immediately following any such reduction shall be substantially equal to the weighted average life of the Bond immediately prior to such reduction. The Authority agrees to accept, or cause the registered owner of the Bond to accept, a new Bond from the Issuer reflecting the revised payment schedule.
6. Subject to the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase the Bond from the Issuer in installments from time to time from moneys in the Revolving Loan Fund in an amount up to the Principal Amount, and the Issuer hereby agrees to sell the Bond to the Authority at a price of 100 percent of the Principal Amount of the Bond purchased from time to time. The purchase price for the Bond shall be paid in a series of advances in accordance with the provisions of paragraph 7. The initial advance of the purchase price shall take place at the Closing. At the Closing, the Issuer will deliver, or cause to be delivered, to the Authority a single typewritten bond, duly executed and authenticated, together with the other documents herein required, and the Authority will accept delivery and make the initial advance of the purchase price of the Bond by wire transfer of immediately available funds or by certified or official bank cashier's check as directed by the Issuer. If Closing and the initial advance do not occur within 180 days from the date hereof, then the Authority's obligation to purchase the Bond is terminated.
7. So long as the Issuer is in compliance with the terms and provisions of this Agreement and the Bond Ordinance and the representations and warranties of the Issuer made herein remain true and correct, the Authority agrees to make, and the Commission agrees to approve, advances of the purchase price of the Bond ("Disbursements") from moneys in the Revolving Loan Fund as follows:
 - (a) Disbursements shall only be made based upon actual work completed;
 - (b) The Issuer may request reimbursement for costs not more often than monthly, provided, however, during the Project performance period requests for reimbursement shall be limited to quarterly;
 - (c) Disbursements shall be made for costs incurred prior to the Estimated Final Completion Date, and no Disbursements shall be made following the Estimated Final Completion Date;
 - (d) Disbursements shall be made for eligible work called for in the engineering services contract and in the plans and specifications approved by the Commission and Bond issuance costs eligible under Title XVI of the Commission, as now or hereafter amended ("Title XVI"); and

- (e) All requests for Disbursements must be made in accordance with Title XVI and shall be made by forwarding a completed copy of a Disbursement Request, in the form attached as **Exhibit C** hereto, to the Commission's Water Resources Division, along with the documentation for eligible Project Costs incurred since the last Disbursement Request and not previously submitted.
- 8. The Issuer agrees to pay the Authority at the Closing the Administration Fee.
- 9. The parties hereto acknowledge that the Authority intends to pledge the Bond to the trustee for a series of the Authority's revolving loan revenue bonds (the "ADFA Bonds"). The Authority agrees not to make any other transfer or attempt to transfer the Bond without the prior written consent of the Commission and without written disclosure to the transferee that the interest on the Bond is includable in gross income for federal income tax purposes. Upon transfer of the Bond, the Authority and the Commission may assign their rights hereunder to the new owner of the Bond without consent of the Issuer.
- 10. The Issuer represents and warrants to, and agrees with the Authority and the Commission that:
 - (a) The Issuer is a city of the first class, duly organized and existing under the laws of the State of Arkansas, and has, and at the date of Closing will have, full legal right, power, and authority
 - (i) to enter into this Agreement,
 - (ii) to adopt the Bond Ordinance and the Rate Ordinance(s) (collectively, the "Ordinances"),
 - (iii) to issue, sell, and deliver the Bond to the Authority as provided herein,
 - (iv) to levy the Rates and pledge the System Revenues, and
 - (v) to carry out and consummate the transactions contemplated by this Agreement and the Ordinances;
 - (b) The Issuer has complied, and will at the date of Closing be in compliance, in all respects, with the Authorizing Legislation;
 - (c) By adoption of the Bond Ordinance pursuant to the Authorizing Legislation, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Bond and this Agreement and, when delivered to and paid for by the Authority at the Closing in accordance with the provisions of this Agreement, the Bond will have been duly authorized, executed, issued, and delivered and will constitute a valid and binding obligation of the Issuer in accordance with its terms, in conformity with the Authorizing Legislation, entitled to the benefit and security of the Bond Ordinance;
 - (d) The financial statements of the System delivered to the Commission and the

Authority are true and correct in all respects, have been prepared in accordance with generally accepted government accounting principles for municipalities, consistently applied, and fairly present the financial condition of the System as of their respective dates;

- (e) The execution and delivery of this Agreement and the Bond, the adoption of the Bond Ordinance and the Rate Ordinance(s), the levy of the Rates, the pledge of the System Revenues to the Bond, and the carrying out and consummation of the transactions contemplated by this Agreement and the Bond Ordinance will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State of Arkansas or the United States or any judgment or decree or any agreement or other instrument to which the Issuer is a party or is otherwise subject;
- (f) There is no action, suit, proceeding, or investigation involving the Issuer before or by any court, public board, or body pending or, to the knowledge of the Issuer, threatened wherein an unfavorable decision, ruling, or finding would:
 - (i) affect the creation, organization, existence, or powers of the Issuer or the titles of its officials to their offices,
 - (ii) enjoin or restrain the issuance, sale, and delivery of the Bond, the levy of the Rates, or collection of the System Revenues or the pledge thereof,
 - (iii) in any way question or affect any of the rights, powers, duties, or obligations of the Issuer with respect to the System Revenues,
 - (iv) in any way question or affect any authority for the issuance of the Bond or the validity or enforceability of the Bond or the Bond Ordinance and the Rate Ordinance(s), or
 - (v) in any way question or affect this Agreement or the transactions contemplated by this Agreement, or any other agreement or instrument relating thereto to which the Issuer is a party;
- (g) The Rates have been duly levied under the Authorizing Legislation and the Rate Ordinance(s), and the System Revenues have been duly pledged to the payment of the Bond under the Bond Ordinance pursuant to the authority granted by the Authorizing Legislation; and
- (h) The Issuer will promptly remit each Disbursement to the person or persons to whom payment is then due and owing.

11. The Issuer's covenants and agrees with the Authority as follows:

- (a) For purposes of this Paragraph 11, the following terms shall have the meanings set forth below.

"Rule 15c2-12" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended

from time to time (17 C.F.R., Part 240 § 240.15c2-12).

"Obligated Person" shall mean any person who is committed by contract or other arrangement to support payments in a sum equal to ten percent (10%) or more of the aggregate payments of the loans, including the Bond, which comprise the Wastewater System Revolving Loan Fund administered by Authority, and which are pledged as security for ADFA Bonds, the proceeds of which fund a portion of the Bond.

- (b) If, during any fiscal year of Authority, the outstanding obligations of the Issuer under the terms of the Bond shall cause the Issuer to be deemed an Obligated Person, and unless in the opinion of bond counsel for the ADFA Bonds, an exemption from Rule 15c2-12 is then available, the Issuer shall, upon notice from Authority, within 120 days after the close of each fiscal year of Authority, furnish to Authority (i) a copy of the latest financial statements of the Issuer (or the System if separately audited) prepared in accordance with generally accepted government accounting standards and audited by its independent auditors (or, if not available as of such date, the latest unaudited financial statements of the Issuer (or the System if separately audited) and, as soon thereafter as available, the audited financial statements) and (ii) such financial information and operating data relating to the Issuer and the System as agreed to by the Issuer and Authority.
- (c) The Issuer shall provide to Authority, within ten (10) business days of the occurrence thereof, notice of any of the following events with respect to the Bond:
 - (1) any principal or interest payment delinquency with respect to the Bond;
 - (2) any non-payment related default under the Bond Ordinance, the Bond or this Agreement, if material;
 - (3) any event that would cause the Bond to be a "private activity bond" under the Internal Revenue Code of 1986, as amended;
 - (4) any defeasance of the Bond, in whole or in part;
 - (5) any release, substitution or sale of property securing repayment of the Bond, if material;
 - (6) bankruptcy, involvency, receivership or similar event of the Issuer; and
 - (7) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (d) The Issuer's obligations under this Paragraph 11 shall terminate upon the defeasance, prior redemption or payment in full of the Bond.

- (e) Nothing in this Paragraph 11 shall be deemed to prevent the Issuer from disseminating any other information, or including any other information in any notice or report made hereunder, in addition to that which is specifically required by this Paragraph 11. If the Issuer chooses to include any information in any report or notice made hereunder in addition to that which is specifically required by this Paragraph 11, the Issuer shall have no obligation hereunder to update such information or include it in any future report or notice.
 - (f) The reporting requirements set forth in this Agreement are in addition to the financial reporting requirements provided in the Bond Ordinance.
12. The Issuer covenants and agrees with the Commission:
- (a) To comply with all applicable Arkansas and federal statutes and regulations, including particularly, without limitation, the Commission's Title XVI;
 - (b) To utilize and expend the proceeds of the Bond in a timely and expeditious manner by:
 - (1) utilizing Bond proceeds for eligible Project Costs and approved issuance costs,
 - (2) proceeding expeditiously with and completing the Project, and
 - (3) completing all facilities recommended in the approved facilities plan;
 - (c) To establish and maintain adequate financial records for the Project in accordance with "generally accepted governmental accounting standards" defined as, but not limited to, those contained in the U.S. General Accounting Office (GAO) publication "Government Auditing Standards, July 2007 Revision (GAO-07-731G), and make these records available to the Commission, the EPA Inspector General, or their authorized representatives;
 - (d) To undertake the Project on its own responsibility and release and hold harmless the Commission and the Authority, and their officers, members, and employees, from any claim arising in connection with the design, construction, or operation of the Project or any other aspect of the wastewater treatment works of the Issuer, including any matter due solely to their own negligence;
 - (e) To comply with all terms and conditions of any construction contracts, architectural or engineering agreements, and other agreements affecting the Project, the premises of the wastewater treatment works of the Issuer, and its operations and to require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract for the Project;
 - (f) To become familiar with and comply with all federal and state laws pertaining to equal employment opportunities ensuring that all engineers and contractors for the Project do not discriminate against any person on the basis of race, color, religion, sex, age, national origin, or handicap;
 - (g) To provide complete (unaudited) financial statements and budget information for the

System to the Commission, within 30 days of a written request from the Commission, for any year(s) during which this Agreement is in effect; and

- (h) To maintain and operate the System in a sound and economical manner and in accordance with standards as may be required or prescribed by federal, state, or local regulatory agencies; and
13. The Authority and the Commission have entered into this Agreement in reliance upon the representations and agreements of the Issuer herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The obligations of the Authority and the Commission under this Agreement are and shall be subject to the following further conditions:
- (a) At the Closing, the Bond Ordinance and the Rate Ordinance(s) shall be in full force and effect and shall not have been amended, modified, or supplemented after the date hereof except as may have been agreed to by the Authority and the Commission, and the Issuer shall have duly adopted and there shall be in full force and effect such other ordinances and resolutions as, in the opinion of Bond Counsel and the Commission, shall be necessary in connection with the transactions contemplated hereby.
 - (b) The representations and warranties of the Issuer contained herein shall be true, complete, and correct on the date hereof and on and as of the date of the Closing, as if made on and as of the date of the Closing.
 - (c) At or prior to the Closing, the Commission and the Authority shall have received the following:
 - (1) The Bond Ordinance and the Rate Ordinance(s), certified by the Issuer under its seal as having been duly adopted and as being in full force and effect, with only such amendments as may have been agreed to by the Commission and the Authority;
 - (2) An unqualified approving opinion, dated the date of the Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that:
 - (i) the Issuer is duly created and validly existing as a City of the first class of the State of Arkansas, with the power to adopt the Bond Ordinance and the Rate Ordinance(s), perform the agreements on its part contained in the Bond Ordinance, and issue the Bond;
 - (ii) the Bond has been duly authorized and issued by the Issuer and is a valid and binding special obligation of the Issuer enforceable in accordance with its terms;
 - (iii) the Bond is secured by an irrevocable pledge of and lien on the System Revenues as provided in the Bond Ordinance, which pledge is valid and enforceable; and
 - (iv) the interest on the Bond is exempt from all Arkansas state, county, and municipal taxes;

- (3) A supplemental opinion, dated the date of Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that
 - (i) the Bond and the Bond Ordinance conform in both form and tenor to the provisions relating thereto summarized in the Term Sheet for the Project attached hereto; and
 - (ii) if the Bond were being purchased on a tax-exempt basis, the Bond would not constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and covering such other matters as may be reasonably requested by the Authority and the Commission;
- (4) A certificate dated the date of the Closing and signed by the Mayor and the City Clerk or Recorder of the Issuer, and the manager of the System to the effect that:
 - (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing,
 - (ii) the Issuer has complied with all agreements and covenants and satisfied all conditions on its part to be complied with or satisfied at or prior to the Closing, and
 - (iii) there has been no material adverse change in the business, property, or financial condition of the System, and the System has not incurred any material liabilities other than in the normal course of business which have not been disclosed in writing to the Commission and the Authority since the date of the latest financial statements submitted to the Authority and the Commission;
- (5) Two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Bond;
- (6) Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Commission, the Authority, and Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Commission and the Authority. The performance of any and all obligations of the Issuer under this Agreement and the performance of any and all conditions contained herein for the benefit of the Authority and the Commission may be waived by the Authority and the Commission in their sole discretion.

14. All notices, demands, and formal actions hereunder will be in writing mailed, telegraphed, or delivered to the parties at the following addresses:

The Issuer: City of North Little Rock, Arkansas
P.O. Box 5757
North Little Rock, Arkansas 72119
Attention: Mayor

The Commission: Arkansas Natural Resources Commission
101 East Capitol, Suite 350
Little Rock, Arkansas 72201
Attention: Water Resources Division

The Authority: Arkansas Development Finance Authority
Technology Center
900 West Capitol, Suite 310
Little Rock, Arkansas 72201
Attention: Vice President for Finance

15. All representations, warranties, and covenants of the Issuer contained herein shall remain operative and in full force and shall survive (a) the execution and delivery of this Agreement, (b) any investigation made by or on behalf of the Commission or the Authority, (c) the purchase of the Bond hereunder, and (d) any disposition of or payment for the Bond.
16. Any audit or review of plans and specifications and any inspection of the work shall be for the Commission's convenience only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals, and disapprovals shall be an undertaking by the Commission of responsibility for design or construction.
17. Neither the Commission nor the Authority is a partner, joint venturer, or in any other way a party to the Project or the operation of the wastewater treatment works of the Issuer. Neither the Commission nor the Authority shall in any way be liable or responsible by reason of the provisions hereof to the Issuer or any third party for the payment of any claims in connection therewith.
18. The Authority agrees that it will invest the monthly payments made by the Issuer until applied to the semiannual principal and interest payments due on the Bond, and semiannually to credit interest accruing on such monthly payments against the next six monthly principal and interest payments due from the Issuer and to notify the Issuer in writing of such credit.
19. This Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.
20. This Agreement will inure to the benefit of and be binding upon the parties hereto and

their successors and will not confer any rights upon any other person. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

21. Required federal conditions for Clean Water State Revolving Loan Fund loans, attached hereto as **Exhibit D**, are incorporated herein by reference.

22. The provisions of the ANRC Revolving Loan Fund Programs Term Sheet attached hereto as **Exhibit E**, are incorporated herein by reference as if set forth word for word herein.

ARKANSAS NATURAL RESOURCES COMMISSION

By: _____

Title: _____

ARKANSAS DEVELOPMENT FINANCE AUTHORITY

By: _____

Title: _____

ACCEPTED this ____ day of _____, 2016.

ISSUER: CITY OF NORTH LITTLE ROCK, ARKANSAS

By: _____
Joe A. Smith, Mayor

EXHIBIT A

North Little Rock, Arkansas
 ANRC Loan#: 01068-CWRLF-L
 ANRC Project#: WRD-004-015
 Amortization Schedule - 20 Years - Semi-Annual Payments

as of date: Aug 9, 2016

Loan Closing Date	Disbursement Cut-off Date	First Payment Date	Repayment Length Years	Annual Lending Rate	Total Principal	Semi-Annual Payment
Oct 15, 2016	Oct 15, 2020	Apr 15, 2021	20	2.250%	\$30,000,000.00	\$ 935,505.00

Period	Date	Semi-Annual Payment				Outstanding Principal Balance
		Payment Amount	1.000% Servicing Fee	1.250% Interest	Principal	
						\$30,000,000.00
1	Apr 15, 2021	\$ 935,505.00	\$ 150,000.00	\$ 187,500.00	\$ 598,005.00	29,401,995.00
2	Oct 15, 2021	935,505.00	147,010.00	183,762.00	604,733.00	28,797,262.00
3	Apr 15, 2022	935,505.00	143,986.00	179,983.00	611,536.00	28,185,726.00
4	Oct 15, 2022	935,505.00	140,929.00	176,161.00	618,415.00	27,567,311.00
5	Apr 15, 2023	935,505.00	137,837.00	172,296.00	625,372.00	26,941,939.00
6	Oct 15, 2023	935,505.00	134,710.00	168,387.00	632,408.00	26,309,531.00
7	Apr 15, 2024	935,505.00	131,548.00	164,435.00	639,522.00	25,670,099.00
8	Oct 15, 2024	935,505.00	128,350.00	160,438.00	646,717.00	25,023,292.00
9	Apr 15, 2025	935,505.00	125,116.00	156,396.00	653,993.00	24,369,299.00
10	Oct 15, 2025	935,505.00	121,846.00	152,308.00	661,351.00	23,707,948.00
11	Apr 15, 2026	935,505.00	118,540.00	148,175.00	668,790.00	23,039,158.00
12	Oct 15, 2026	935,505.00	115,196.00	143,995.00	676,314.00	22,362,844.00
13	Apr 15, 2027	935,505.00	111,814.00	139,768.00	683,923.00	21,678,921.00
14	Oct 15, 2027	935,505.00	108,395.00	135,493.00	691,617.00	20,987,304.00
15	Apr 15, 2028	935,505.00	104,937.00	131,171.00	699,397.00	20,287,907.00
16	Oct 15, 2028	935,505.00	101,440.00	126,799.00	707,266.00	19,580,641.00
17	Apr 15, 2029	935,505.00	97,903.00	122,379.00	715,223.00	18,865,418.00
18	Oct 15, 2029	935,505.00	94,327.00	117,909.00	723,269.00	18,142,149.00
19	Apr 15, 2030	935,505.00	90,711.00	113,388.00	731,406.00	17,410,743.00
20	Oct 15, 2030	935,505.00	87,054.00	108,817.00	739,634.00	16,671,109.00
21	Apr 15, 2031	935,505.00	83,356.00	104,194.00	747,955.00	15,923,154.00
22	Oct 15, 2031	935,505.00	79,616.00	99,520.00	756,369.00	15,166,785.00
23	Apr 15, 2032	935,505.00	75,834.00	94,792.00	764,879.00	14,401,906.00
24	Oct 15, 2032	935,505.00	72,010.00	90,012.00	773,483.00	13,628,423.00
25	Apr 15, 2033	935,505.00	68,142.00	85,178.00	782,185.00	12,846,238.00
26	Oct 15, 2033	935,505.00	64,231.00	80,289.00	790,985.00	12,055,253.00
27	Apr 15, 2034	935,505.00	60,276.00	75,345.00	799,884.00	11,255,369.00
28	Oct 15, 2034	935,505.00	56,277.00	70,346.00	808,882.00	10,446,487.00
29	Apr 15, 2035	935,505.00	52,232.00	65,291.00	817,982.00	9,628,505.00
30	Oct 15, 2035	935,505.00	48,143.00	60,178.00	827,184.00	8,801,321.00
31	Apr 15, 2036	935,505.00	44,007.00	55,008.00	836,490.00	7,964,831.00
32	Oct 15, 2036	935,505.00	39,824.00	49,780.00	845,901.00	7,118,930.00
33	Apr 15, 2037	935,505.00	35,595.00	44,493.00	855,417.00	6,263,513.00
34	Oct 15, 2037	935,505.00	31,318.00	39,147.00	865,040.00	5,398,473.00
35	Apr 15, 2038	935,505.00	26,992.00	33,740.00	874,773.00	4,523,700.00
36	Oct 15, 2038	935,505.00	22,619.00	28,273.00	884,613.00	3,639,087.00
37	Apr 15, 2039	935,505.00	18,195.00	22,744.00	894,566.00	2,744,521.00
38	Oct 15, 2039	935,505.00	13,723.00	17,153.00	904,629.00	1,839,892.00
39	Apr 15, 2040	935,505.00	9,199.00	11,499.00	914,807.00	925,085.00
40	Oct 15, 2040	935,492.00	4,625.00	5,782.00	925,085.00	-
TOTALS		\$ 37,420,187.00	\$ 3,297,863.00	\$ 4,122,324.00	\$ 30,000,000.00	

EXHIBIT B

USES OF FUNDS

Issuer: City of North Little Rock

Loan Number: 01068-CWRF-L

<u>Item</u>	<u>Costs</u>
Planning and Design	\$-0-
Local Loan Expenses	\$ 20,000.00
Authority and Department Administrative Fee	- 0 -
Construction and Contingency	\$ 29,980,000.00
PRINCIPAL AMOUNT:	<u>\$30,000,000.00</u>

EXHIBIT C

DISBURSEMENT REQUEST

Arkansas Natural Resources Commission
Revolving Loan Fund

RLF-76

-04/07)

Project Name: _____

Request Number: _____

Project Number: _____

Percent Complete: _____

Employer Identification No.: _____

Cost Classification	Costs Incurred to Date	RLF Eligible Amount	Previous RLF Disbursements	RLF Payment Due this Request
a. Land Acquisition				
b. Administration Costs (Land)				
c. Construction - Plant				
d. Construction - Line work				
e. Administration Costs (Const.)				
f. A/E Basic Fees Bid Phase				
g. A/E Basic Fees Const. Phase				
h. Inspection Phase				
i. Start-Up Services				
j. Project Performance Fees				
k. O&M Manual				
l. Material Testing				
m. Project Performance Testing				
n. Equipment				
o. Allowance (Planning/Design)				
p. ADFA Fee				
q. Legal Fees				
r. Issuance Costs				
s.				
t.				
TOTAL				

<p>I certify that to the best of my knowledge, that this disbursement request accurately reflects the total RLF amount due to date and that all costs requested are in accordance with the terms of the bond purchase agreement and RLF regulations. I further certify that all work has been inspected and performed in accordance with RLF program requirements.</p>	Requested By	Signature of Authorized Certifying Official	Date Report Submitted
		Typed or Printed Name and Title	Telephone Number
	Prepared By	Signature of Engineering Consultant	Date Signed
		Typed or Printed Name and Title	Telephone Number
	Approved By	Signature of RLF Official	Date Signed
		Typed or Printed Name and Title	Telephone Number
	Signature of Project Engineer	Date Signed	
	Typed or Printed Name and Title	Telephone Number	

EXHIBIT D

REQUIRED FEDERAL CONDITIONS FOR SRF LOANS

Accounting Standards

The Borrower shall establish and maintain an accounting system and internal controls which will ensure the recording and safeguarding of all project activities in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The Borrower shall maintain separate accounting records for the project accounts in accordance with the CWSRF regulation 40 CFR 35.3135(i) or the DWSRF regulation 40 CFR 35.3550(i) as appropriate.

OMB – Uniform Guidance Subpart F Audits

In accordance with OMB Uniform Guidance, Subpart F which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. **The recipient MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

Wage Rate Requirements (Davis-Bacon Act):

The Borrower agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance made available by either a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372); or a drinking water revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

See "Attachment A" for the Davis Bacon wage rate requirements.

Responsibilities of Participants Regarding Doing Business with Other Persons (Debarment)

The Borrower shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. The Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion

of a similar term or condition in any subsequent lower tier covered transactions. The Borrower acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this loan, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "*Certification Regarding Debarment, Suspension, and Other Responsibility Matters.*"

Utilization of Disadvantaged, Minority and Women's Business Enterprises

The Borrower agrees to comply with the requirements of EPA's Program for Utilization of Disadvantaged, Minority and Women's Business Enterprises (DBE/MBE/WBE) in procurement under assistance agreements, contained in 40 CFR Part 33. This includes the contract administration provisions of 40 CFR 33.302.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Borrower agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

- (a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The Borrower agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.

DUNS AND CCR Requirements

Central Contractor Registration and Universal Identifier Requirements.

- A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the Borrower must maintain the

currency of your information in the CCR until you receive the final payment. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another loan is received.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this condition:

1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. -- .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

Equipment Purchase and Disposition

All equipment purchases under this Loan, as well as the disposition of such equipment, shall be in accordance with 40 CFR 31.32.

Compliance with Cross-cutting Authorities

The Borrower will comply with the applicable Federal cross-cutting authorities as specified under 40 CFR 35.3575. The State further agrees to inform EPA when consultation or coordination with other Federal agencies is necessary to resolve issues regarding compliance with cross-cutter requirements.

American Iron and Steel

- (1) **Definitions.** As used in this award term and condition —
 - (a) “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
 - (b) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- (2) **Domestic preference.**
 - (a) This award term and condition implements P.L. 113-76, Consolidated Appropriations Act, 2014, Section 436, by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) and (b)(3) of this section and condition.
 - (b) This requirement does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.
 - (c) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that: —
 - (i) applying the requirement would be inconsistent with the public interest;
 - (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
- (3) **Request for a Waiver under (b)(3).**
 - (a) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including —
 - (1) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (2) Unit of measure;
 - (3) Quantity;
 - (4) Cost;
 - (5) Time of delivery or availability;
 - (6) Location of the project;
 - (7) Name and address of the proposed supplier; and
 - (8) A detailed justification of the reason for use of foreign iron or steel

- products cited in accordance with paragraph (b)(3) of this section.
- (b) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.
 - (c) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 113-76 Section 436 section 1605 of the American Recovery and Reinvestment Act.
 - (d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

Signage

The Borrower agrees to comply with the SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide.

EXHIBIT E

**ANRC REVOLVING LOAN FUND PROGRAMS
Term Sheet**

Borrower:	City of North Little Rock	ANRC Loan No.:	01068- CWRLF-L
Loan Amount:	\$30,000,000	Project Number:	WRD-004-015
Lending Rate:	2.25%	Primary Pledge:	Sewer Revenue
Interest Rate:	1.25%	Secondary Pledge:	N/A
Servicing Fee:	1.0%	Disbursement Cut Off Date:	
	Oct. 15, 2020		
Repayment Period:	20 years	Local Contribution:	N/A
Budget:	Loan Amount of		\$30,000,000
	Project Amount of:		\$30,000,000
	Including: Local Loan Expenses of:		\$20,000
	Construction Costs of:		\$29,980,000

*REQUIRED FEDERAL CONDITIONS FOR SRF LOANS must be included as an appendix to the Bond Purchase Agreement.

** Any expenses incurred in the Construction Costs beyond what is provided by the ANRC loan will be provided by the Borrower as a local contribution to the project. The Borrower will contribute the local contribution to the construction costs as they occur. At Loan closing, Borrower will provide satisfactory evidence of the available local contribution to ANRC.

1. **Principal Amount.** The Loan is approved in the Loan Amount. The Borrower recognizes that in the event the actual costs of the Project exceed the amount of the Loan Amount, ANRC shall be under no obligation to provide any additional funds to the Borrower.

If, for any reason, the Borrower does not utilize the entire Loan Amount, then in such event the Loan will be reduced to the amount of actual funds disbursed. Any reduction of the Loan Amount pursuant to this provision shall be prorata with respect to the remaining installments of principal so that the weighted average life of the Loan immediately

following any such reduction shall be substantially equal to the weighted average life of the Loan immediately prior to such reduction.

2. **Purpose.** The Loan is being made for the purpose of planning, design, and construction of the Project and payment of Local Loan Expenses. The Borrower agrees to use the proceeds of the Loan constituting the Project Amount solely for the purpose of planning, design and constructing the Project described in the plans and specifications furnished to and concurred with by ANRC, and paying Local Loan Expenses. If loan closing and the initial disbursement do not occur within 180 days of the date of the Bond Purchase Agreement between the Borrower and ANRC, then ANRC's obligation to make the Loan shall be terminated.
3. **Interest Rate.** Interest will be charged on the Loan outstanding balance at the per annum rate shown on page one, computed on the basis of a 360 day year of twelve consecutive 30 day months.
4. **Servicing Fee:** A Servicing Fee will be charged on the Loan outstanding balance at the per annum rate shown on page one, computed on the basis of a 360 day year of twelve consecutive 30 day months. The Servicing Fee shall be payable in the same manner and on the same dates as interest on the Loan.
5. **Disbursement Cut Off Date.** The Borrower certifies and acknowledges that the Disbursement Cut Off Date (DCD) is as shown on page one. No additional funds from the Loan Amount will be distributed after the DCD.
6. **Repayment Schedule.** The Loan will be repayable according to the amortization schedule delivered to the Borrower herewith, which is based upon semiannual payment of interest and Servicing Fee only during the Project construction period, semiannual repayment of principal, interest and Servicing Fee commencing six months following the DCD with a twenty (20) year amortization.

In order to make the semiannual payments of principal, interest and Servicing Fee on the Loan, commencing on the first business day of the first month following the DCD, the Borrower will be required to make monthly deposits into a special fund to be held by ADFA in an amount equal to 1/6 of the principal, interest and Servicing Fee due on the Loan on the next semiannual payment date.

The monthly payments will be invested and the earnings thereon shall be credited semiannually against the next six monthly payments due from the Borrower.

The Borrower agrees that any delay in completion of the Project beyond the DCD shall not result in any extension of the date on which payments are to be made with respect to the Loan.

7. **Security and Source of Repayment.** The Borrower shall identify the Revenues in writing, shall provide detailed information regarding all other debt to which the Revenues are pledged, and shall provide evidence satisfactory to ANRC that the Revenues shall equal not less than 100 percent of the Total Annual Debt Service payments coming due in any one year on the Loan.

8. **Depreciation Reserve Fund.** *[This information needs to be included in the Bond Ordinance as well as the Bond Purchase Agreement]*

The Borrower shall establish a Depreciation Reserve Fund to be accumulated to an amount equal to 10 percent of the principal amount of the bond (\$3,000,000). This fund is for the replacement or repairs to the system and may not be used without prior written consent from ANRC. The Depreciation Reserve Fund is to be accumulated at a rate equal to 3 percent of the gross monthly revenue of the system. Once the Fund reaches the specified amount, the Borrower can stop depositing into the Fund. When funds are taken out of the Fund, the monthly deposits will have to start again until the Fund reaches the specified amount.

9. **Prepayment.** The Borrower may prepay the Loan at any time on or after October 15, 2026, at par and accrued interest and Servicing Fee by giving ADFA not less than 90 days prior written notice of such prepayment. Defeasance of the Loan shall not be permitted.

If Revenues consist of:

- (i) sales and use taxes which cannot legally be used for any purpose other than payment of debt service or
- (ii) special assessments,

the Loan shall be subject to extraordinary mandatory prepayment in whole or in part at any time from such taxes or assessments collected in excess of annual principal, Servicing Fee and interest payments, the Borrower to give ADFA not less than 90 days prior written notice of such prepayment.

10. **Additional Debt.** The Borrower may not issue bonds secured by a lien on revenues superior to the lien on the Revenues securing the Loan. The Borrower may not issue bonds secured by a lien on revenues on a parity with the lien on the Revenues securing the Loan unless and until there shall have been procured and filed with ADFA a statement by an independent certified public accountant not in the regular employ of the Borrower reciting the opinion that

- (i) the Available Revenues for the fiscal year preceding the year in which such parity lien bonds are to be issued were not less than 110 percent of the Total Annual Debt Service requirements or
- (ii) Available Revenues for the fiscal year succeeding the year in which such parity lien bonds are to be issued are projected to be sufficient in amount, taking in

consideration any enacted increase in Revenues, to be not less than 110 percent of the Total Annual Debt Service requirements.

The Borrower may issue bonds, the security and source of payment of which are subordinate and subject to the priority of the Loan, without complying with the terms and conditions of this section.

The provisions of this section may be waived by the holders of 75 percent in principal amount of the Loan at any time outstanding.

11. **Legal Opinions.** The Borrower shall deliver an unqualified approving opinion of nationally recognized bond counsel to the effect
 - (i) that, if the Loan were being made on a tax-exempt basis, the Loan would not constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and
 - (ii) that the interest on the Loan is exempt from all Arkansas state county and municipal taxes; and
 - (iii) that the bond evidencing the Loan conforms as to form and tenor with the terms and provisions summarized herein.
12. **Evidence of SRF Loan.** The Loan shall be evidenced by a single typewritten bond, fully registered as to payment of principal, Servicing Fee and interest to the order of ADFA. The bond shall be purchased by ADFA in installments, and shall be dated the date of its delivery and payment of the first installment.
13. **Defaults.** Upon an event of default under the Loan and the ordinance or resolution of Borrower authorizing the Loan, including a failure to comply with any covenant, term, or condition therein, ADFA, or the bond insurer may exercise any remedy available at law or in equity in order to cause the Borrower to comply with the provisions of the Loan and the ordinance or resolution of Borrower authorizing the Loan.
14. **Continuing Disclosure.** In addition to Borrower's responsibility to provide financial information and operating data to ANRC under regulations of ANRC, the Borrower agrees that if ADFA notifies the Borrower that it is deemed to be an "obligated person" with respect to the ADFA Bonds, as defined in Securities and Exchange Commission Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (17 CFR Part 240 §240.15c2-12) ("Rule 15c2-12"), it will
 - (i) provide to ADFA complete audited financial statements for itself or its water/sewer system (as ADFA shall request) within 120 days of the close of its fiscal year for each year while the Loan is outstanding, and

(ii) provide certain additional financial and operating data as requested by ADFA pursuant to the requirements of Rule 15c2-12.

15. **Accounting Standards.** The recipient will maintain their system in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets. In the case of privately-owned systems, the standards of the Financial Accounting Standards Board will be used.

16. **Definitions.** The words and terms used herein shall have the meanings set forth below.

"ADFA" means the Arkansas Development Finance Authority.

"ADFA Bonds" means the bonds issued or which may be issued to ADFA to provide all or a portion of the funds for the Loan.

"Allowable Costs" means costs that are eligible to be paid with proceeds of the Loan, as such costs are defined in ANRC's regulations.

"ANRC" means the Arkansas Natural Resources Commission

"Available Revenues" means:

- (i) with respect to water and sewer revenues, water revenues or sewer revenues, gross revenues of the water and sewer system or the water or sewer system, as the case may be, less operation and maintenance expenses, and
- (ii) with respect to sales and use taxes or special assessments, the gross amount of such taxes or assessments received by the Borrower.

"Bond Purchase Agreement" means the Agreement between the Borrower and ANRC, which specifies the terms of the bond sale to the Borrower.

"Borrower" means the entity identified herein as the bond issuer.

"Capitalized Interest" means an amount estimated to be equal to the Servicing Fee and interest accrued on the Loan Amount from the date of the Loan disbursements until the DCD.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed thereunder.

"Depreciation Reserve Fund" means the fund established by the Borrower for the repair and or replacement of the project. Any use of this fund will require the written consent of ANRC.

"Disbursement" means any payment to or on behalf of the Borrower.

"Disbursement Cut Off Date" means the date six (6) months prior to the first principal payment. Also means the last date that disbursements may be made from the Loan fund as shown on page one.

"Interest Rate" shall mean the rate of interest charged to Borrower on the Loan which shall be the per annum Interest Rate shown above, computed on the basis of a 360 day year of 12 consecutive 30 day months.

"Lending Rate" means the combination of the Interest Rate plus the Servicing Fee.

"Loan" means the loan made from the State Revolving Loan Fund to the Borrower.

"Loan Amount" means the amount of the Bonds as stated on page one.

"Local Contribution" means all other funds secured by the Borrower for the Project.

"Local Loan Expense" means the amount, if any, requested by the Borrower to be included in the Loan for payment of expenses incurred by the Borrower in obtaining the Loan.

"Project" means the construction and/or rehabilitation of the sewer treatment facilities described in the facilities plan furnished to and concurred with by ANRC.

"Project Amount" means the amount of proceeds of the Loan shown on page one which is to be used for payment of Allowable Costs.

"Repayment Period" means the time frame for repaying the principal on the loan beginning with the Disbursement Cut Off Date and continuing for the period as indicated on page one.

"Revenues" means the moneys which will be pledged by the Borrower to the payment of the Loan, being in the form of water and sewer revenues, water revenues, sewer revenues, sales and use taxes, and/or special assessments.

"Servicing Fee" means the fee charged to the Borrower by the ANRC at the per annum rate shown on page one, computed on the same basis as the Interest Rate on the Loan. The Servicing Fee shall be payable in the same manner and on the same dates as interest on the Loan.

"Total Annual Debt Service" means the maximum annual principal, interest and Servicing Fee on all outstanding bonds or other financial obligations to which the Revenues are pledged, including this Loan and the bonds proposed to be issued on parity with this Loan.