

ORDINANCE NO. 2008-02-307

**AN ORDINANCE APPROVING AMENDMENT
TO THE SERVICE CONTRACT BETWEEN
THE NORTHWEST ARKANSAS CONSERVATION AUTHORITY AND
THE CITY OF TONTITOWN, ARKANSAS,
DECLARING AN EMERGENCY AND FOR OTHER PURPOSES**

WHEREAS, on April 3, 2007, the City Council of the City of Tontitown, Arkansas, adopted Ordinance No. 2007-04-286, authorizing and directing the Mayor to execute the Service Contract with the Northwest Arkansas Conservation Authority ("NACA"); and

WHEREAS, the Service Contract was entered into between the City of Tontitown and NACA on or about April 24, 2007; and

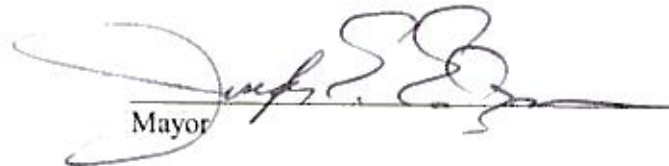
WHEREAS, the City Council has determined it is in the best interest of the City of Tontitown to amend the Service Contract with NACA;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TONTITOWN, ARKANSAS, AS FOLLOWS:

- Section 1: The First Amendment to the Service Contract is hereby approved.
- Section 2: The Mayor is authorized and directed to execute the First Amendment to Service Contract between the City of Tontitown and NACA. A true and correct copy of the Amendment is attached hereto.
- Section 3: EMERGENCY CLAUSE: The City Council hereby determines that an emergency exists, in that, the City's municipal sewer system is necessary for the preservation and protection of the public health, safety, peace and welfare, and, further, that the Amendment to the Service Contract is vital to the continued viability of the municipal sewer system. Unless this Ordinance becomes effective immediately, important deadlines relating to the NACA bonds may be at risk. Thus, this Ordinance, being necessary for the preservation of the health, safety, and welfare of

the citizens of Tontitown, Arkansas, shall be effective from and after its passage and approval.

PASSED AND APPROVED this 18 day of February, 2008
APPROVED:


Mayor

ATTEST:
Rebecca A. Carter
City Recorder/Treasurer

SPONSOR:
Rebecca A. Ston

FIRST AMENDMENT TO SERVICE CONTRACT

THIS FIRST AMENDMENT TO SERVICE CONTRACT dated as of the 25th day of February, 2008, by and between NORTHWEST ARKANSAS CONSERVATION AUTHORITY (herein referred to as the "Authority"), a body corporate and politic duly organized and existing under the laws of the State of Arkansas, and TONTITOWN, ARKANSAS, a municipal corporation (herein referred to as the "City").

WHEREAS, the parties previously entered into a SERVICE CONTRACT dated April 24, 2007;

WHEREAS, there is an issue which has arisen and which leads the parties to the conclusion that an amendment to the SERVICE CONTRACT is warranted; and

WHEREAS, the SERVICE CONTRACT, in Section 710, contemplates amendments may be necessary and requires such amendments to be done by written agreement.

NOW, THEREFORE, in consideration of the mutual promises made, the parties do agree as follow:

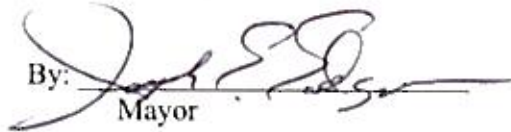
1. The last sentence of Section 502 is deleted and the following substituted in its stead: "Nothing shall be construed as requiring the City to pay the contract amount from other than sewer revenues as set forth in section 503, but nothing shall be construed as preventing the City from doing so."

2. Except as amended herein, the parties' SERVICE CONTRACT is reaffirmed and ratified.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Service Contract to be executed on behalf of the Authority by the Chairman of the Board of Directors,

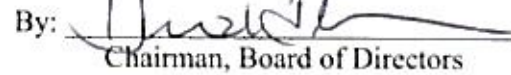
and attested to by the Secretary of the Board of Directors, and on behalf of the City by its authorized representative at the dates shown respectively.

TONTITOWN, ARKANSAS

By: 
Mayor

Date: February 18, 2008

NORTHWEST ARKANSAS
CONSERVATION AUTHORITY

By: 
Chairman, Board of Directors

Date: February 25, 2008

FIRST AMENDMENT TO SERVICE CONTRACT

THIS FIRST AMENDMENT TO SERVICE CONTRACT dated as of the ____ day of _____, 2008, by and between NORTHWEST ARKANSAS CONSERVATION AUTHORITY (herein referred to as the "Authority"), a body corporate and politic duly organized and existing under the laws of the State of Arkansas, and TONTITOWN, ARKANSAS, a municipal corporation (herein referred to as the "City").

WHEREAS, the parties previously entered into a SERVICE CONTRACT dated April 24, 2007;

WHEREAS, there is an issue which has arisen and which leads the parties to the conclusion that an amendment to the SERVICE CONTRACT is warranted; and

WHEREAS, the SERVICE CONTRACT, in Section 710, contemplates amendments may be necessary and requires such amendments to be done by written agreement.

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1. The last sentence of Section 502 is deleted and the following substituted in its stead: "Nothing shall be construed as requiring the City to pay the contract amount from other than sewer revenues as set forth in section 503, but nothing shall be construed as preventing the City from doing so."

2. Except as amended herein, the parties' SERVICE CONTRACT is reaffirmed and ratified.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Service Contract to be executed on behalf of the Authority by the Chairman of the Board of Directors,

and attested to by the Secretary of the Board of Directors, and on behalf of the City by its authorized representative at the dates shown respectively.

TONTITOWN, ARKANSAS

NORTHWEST ARKANSAS
CONSERVATION AUTHORITY

By: _____
Mayor

By: _____
Chairman, Board of Directors

Date: _____

Date: _____