

ORDINANCE NO. 2005-05

AN ORDINANCE AMENDING ORDINANCE NO. 2004-2
FIXING RATES FOR SERVICES RENDERED BY THE
SEWER SYSTEM OF THE CITY OF ELM SPRINGS,
ARKANSAS; AND PRESCRIBING OTHER MATTERS
RELATING THERETO.

WHEREAS, the City of Elm Springs, Arkansas (the "City")
has determined that a sewer system should be constructed (the
"Sewer System") in order that the City and its inhabitants may have
adequate and proper sewer facilities; and

WHEREAS, it is necessary for the City to increase rates
to be charged for the services of the System by amending Ordinance
No. 2004-2 of the City, adopted February 16, 2004 ("Ordinance No.
2004-2");

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

Section 1. Subsection (a) of Section 1 of Ordinance No.
2004-2 is hereby amended to read as follows:

"(a) Monthly Sewer Rates. All sewer charges shall be
based on water consumption and the amount to be paid by each
customer shall be computed on the basis of the following schedule
of rates:

For the first 4,000 gallons of water consumption per month, or portion thereof	\$45.00 (minimum)
For all monthly water consumption in excess of 4,000 gallons per month	5.00 per 1,000 gallons"

Section 2. Ordinance No. 2004-2, as amended hereby,
shall remain in full force and effect.

Section 3. That the provisions of this Ordinance are
separable and if a section, phrase or provision shall be declared
invalid, such declaration shall not affect the validity of the
remainder of this Ordinance.

Section 4. That all ordinances and resolutions and parts
thereof in conflict herewith are hereby repealed to the extent of
such conflict.

PASSED: April 18, 2005.

APPROVED:

ATTEST:

Blenda Petrus
City Recorder

Jane Waters
Mayor

(SEAL)

CERTIFICATE

The undersigned, City Recorder of the City of Elm Springs, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and perfect copy of Ordinance No. 2005-06, adopted at a regular session of the City Council of the City, held at the regular meeting place in the City at 6:30 o'clock p.m., on the 18th day of April, 2005, and that the Ordinance is of record in the Ordinance Record Book, now in my possession.

GIVEN under my hand and seal on this 25 day of May, 2005.

Glenda Lettew
City Recorder

(SEAL)

ORDINANCE NO. 2005-06

AN ORDINANCE AMENDING ORDINANCE NO. 2004-06 AUTHORIZING THE ISSUANCE AND SALE OF A REVENUE BOND FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF A MUNICIPAL SEWER SYSTEM; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT ORDAINED by the City Council of the City of Elm Springs, Arkansas that:

Section 1. Section 1 of Ordinance No. 2004-06 of the City of Elm Springs, Arkansas (the "City"), adopted March 15, 2004 ("Ordinance No. 2004-06") is hereby amended to read as follows:

"Section 1. Certain terms used herein are defined in the bond form appearing in Section 5 of this Ordinance; other terms used herein shall have the following definitions:

"Accountant" means an independent certified public accountant not in the regular employ of the Issuer.

"Authorized Officers" means Jane Waters, Mayor, and Glenda Pettus, City Recorder, or successors.

"Bond" means City of Elm Springs, Arkansas Sewer Revenue Bond authorized by this Ordinance in the Principal Amount.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Elm Springs Sanitary Sewer Committee.

"Construction Fund" means a special fund created by this Ordinance and designated "2005 Sewer Construction Fund."

"Memorandum of Agreement" means the Memorandum of Agreement between the Issuer and the Arkansas Soil and Water Conservation Commission, No. 00299-CGO-L, dated September 30, 2003 and as now or hereafter revised, including particularly, without limitation, Addendum No. 2, dated April 25, 2005."

"Operation and Maintenance Fund" means a special fund which is hereby created and designated "Sewer Operation and Maintenance Fund."

"Revenue Fund" means a special fund which is hereby created and designated "Sewer Revenue Fund."

"Sewer Depreciation Fund" means a special fund which is hereby created and designated "Sewer Depreciation Fund."

Section 2. Section 2 of Ordinance No. 2004-06 is hereby amended to read as follows:

"Section 2. Acquiring, constructing and equipping the Improvements as more specifically described in the report prepared by the Project Consultant are hereby approved, authorized and directed. The costs of the Improvements (excluding engineering fees which have been or will be paid from other available funds of the Issuer), costs of authorizing and issuing the Bond and capitalized interest as estimated by the Project Consultant total \$1,753,000. Such preliminary report has been examined and approved by the Committee and the City Council and a copy of which is on file in the office of the City Recorder where it may be inspected by any interested person. 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 construction contracts pursuant to and in accordance with existing laws and shall require such performance bonds and insurance from the contractors as, in the judgment of the Committee, will fully insure the completion of the Improvements in accordance with the plans and specifications therefor."

Section 3. Subsection (a) of Section 3 of Ordinance No. 2004-06 is hereby amended to read as follows:

"Section 3. (a) Under the authority of the laws of the State of Arkansas, including particularly the Acts, the issuance of the Bond is hereby authorized and the Bond is ordered issued for the purpose of accomplishing the Improvements, paying interest on the Bond during construction and paying necessary expenses incidental thereto and to the issuance of the Bond."

Section 4. Subsection (e) of Section 3 of Ordinance No. 2004-06 is hereby amended to read as follows:

"(e) The Bond, upon subsequent transfer, shall be exchanged for a new Bond dated as of the Payment Date to which interest has been paid, or if it is transferred prior to a date on which any interest has been paid, it shall be dated the Date of Issue. Interest only on the Bond shall be payable on each Payment Date after the Date of Issue to and including June 1, 2007 and principal and interest on the Bond shall be payable on the Payment Dates thereafter. Payment of each installment of interest or principal and interest (except final payment) shall be made to the person in whose name the Bond is registered on the registration books of the Issuer maintained by the Trustee, as bond registrar, at the close of business on the Record Date, irrespective of any transfer or exchange of any such Bond subsequent to such Record Date, and prior to such Payment Date, by check or draft mailed by the Trustee to such Registered Owner, at his address on such registration books. Final payment of principal of the Bond shall be payable at the principal corporate trust office of the Trustee."

Section 5. Section 5 of Ordinance No. 2004-06 is hereby amended to read as follows:

"Section 5. The Bond and the Trustee's Certificate of Authentication shall be in substantially the following form and the Authorized Officers are hereby expressly authorized and directed to make all recitals on behalf of the Issuer contained therein:

(Form of Bond)

REGISTERED

REGISTERED

No. R-1

\$1,640,000

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF WASHINGTON
CITY OF ELM SPRINGS
SEWER REVENUE BOND

As used in this Bond the following terms shall have the following definitions:

"Act" or "Acts" whether one or more means Title 14, Chapter 164, Subchapter 4, and Title 19, Chapter 9, Subchapter 6, of the Arkansas Code of 1987 Annotated.

"Bond Fund" means a special fund which has been created by the Issuer's Authorizing Action and is designated "2005 Sewer Revenue Bond Fund."

"Date of Issue" means the date this Bond is issued and delivered to the original purchaser, which is _____, 2005.

"Dated Date" means the Date of Issue or, if this Bond is exchanged and registered to a subsequent Registered Owner, the Payment Date immediately prior to such exchange or registration.

"Improvements" means a new sewer collection and treatment system, generally described as follows: installation of pressurized collection lines and recirculating wastewater treatment with subterranean irrigating distribution.

"Interest Rate" means 5.40%.

"Issuer" means City of Elm Springs, Arkansas.

"Issuer's Authorizing Action" means City of Elm Springs, Arkansas Ordinance No. 2004-06 duly adopted and approved by the Issuer on March 15, 2004, as amended by City of Elm Springs, Arkansas Ordinance No. _____, duly adopted and approved by the Issuer on _____, 2005.

"Maturity Date" means June 1, 2037.

"Payment Date" means each June 1 and December 1 after the Issue Date.

"Payment Schedule" means \$_____ of interest only on June 1, 2005, \$44,280 of interest only on each Payment Date thereafter to and including June 1, 2007 and, thereafter, equal semi-annual installments of principal and interest in the amount of \$55,502 on each Payment Date to and including December 1, 2036, with \$55,548 of principal and interest due on the Maturity Date.

"Principal Amount" means \$1,640,000.

"Project Consultant" means Mathis, Carter & Associates, Inc.

"Record Date" means the 15th day of the month (whether or not a business day) next preceding each Payment Date.

"Redemption Schedule" means the following schedule for optionally redeeming this Bond on the Redemption Dates at the Redemption Price (expressed as percentages of the Principal Amount) set forth in the following schedule, together with accrued interest to the Redemption Date:

<u>Redemption Dates</u> <u>(Dates Inclusive)</u>	<u>Redemption Price</u>
Prior to December 1, 2017	No Redemption
December 1, 2017 and thereafter	Par

"System" means the sewer system of the Issuer and all extensions, betterments and improvements thereof and thereto.

"Trustee" means Regions Bank, Little Rock, Arkansas.

KNOW ALL MEN BY THESE PRESENTS:

That the Issuer, for value received, hereby promises to pay, by check or draft, to the order of Arkansas Soil and Water Conservation Commission or registered assigns (collectively, the "Registered Owner"), at the principal office of the Trustee, the Principal Amount with interest thereon, at the Interest Rate per annum shown above, in such coin or currency from the Dated Date hereof, payable as provided in the Payment Schedule until payment in full of such Principal Amount or, if this Bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent allowed by law) at the rate borne by this Bond. Payments shall be first applied to accrued interest and the balance thereof shall be applied to principal. Payment shall be made to the person in whose name this Bond is registered on the registration books of the Issuer maintained by the Trustee at the close of business on the Record Date, irrespective of any transfer or exchange of this Bond, subsequent to the Record Date and prior to such Payment Date.

This Bond is issued for the purpose of financing and paying all or a portion of the costs of the acquisition, construction and equipping of Improvements, paying interest during construction and paying necessary expenses incidental thereto and to the issuance of this Bond.

This Bond is issued pursuant to and in full compliance with provisions of the Constitution and laws of the State of Arkansas, including particularly the Acts, and pursuant to the Issuer's Authorizing Action, and does not constitute an indebtedness of the Issuer within any constitutional or statutory limitation.

This Bond is not a general obligation of the Issuer, but is a special obligation of the Issuer payable solely from receipts received from the operation of the System (the "Revenues"). This Bond is secured by a first and prior pledge by the Issuer of the Revenues in favor of the Registered Owner of this Bond.

An amount of Revenues sufficient to pay the principal of and interest on this Bond has been duly pledged and set aside as a special fund for that purpose, and will be deposited from time to time into the Bond Fund created pursuant to the Issuer's Authorizing Action, under which this Bond is authorized to be issued. Reference is hereby made to the Issuer's Authorizing Action for a detailed statement of the terms and conditions upon which this Bond is issued, of the terms and conditions for the issuance of additional bonds, of the nature and extent of the security for this Bond, and of the rights and obligations of the Issuer, the Trustee and the Registered Owner.

This Bond is subject to mandatory redemption at par from bond proceeds not used to pay the cost of the Improvements or interest during construction on the first Payment Date following the date of the Project Consultant's completion certificate, and to redemption at the option of the Issuer, pursuant to the Redemption Schedule. Notice of redemption identifying portions of this Bond to be redeemed shall be given by the Trustee, not less than 15 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, to the Registered Owner. In the event of partial redemption, prepayments shall be applied in inverse order of maturity, the length of the Payment Schedule shall be reduced accordingly and the amount due on each Payment Date shall not be reduced.

The Issuer has fixed and has covenanted and agreed to maintain rates for the services of the System which shall be sufficient at all times to provide for the proper and reasonable expenses of operation and maintenance of the System and for the payment of the principal of and interest on this Bond, including Trustee's fees, if any, as the same become due and payable, to maintain any required debt service reserves and to make the required deposits for the depreciation of the System.

This Bond is transferable by the Registered Owner hereof only as provided in the Issuer's Authorizing Action. The Issuer and the Trustee may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of principal and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Issuer's Authorizing Action until it shall have been authenticated by execution of the Certificate of Authentication hereon duly signed by the Trustee. This Bond is issued with the intent that the laws of the State of Arkansas shall govern its construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed under the Constitution and laws of the State of Arkansas, precedent to and in the issuance of this Bond have existed, 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 any constitutional or statutory limitation; and that the Revenues have been pledged in accordance with the Acts sufficient to pay this Bond and interest hereon until this Bond and interest hereon have been fully paid and discharged.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the undersigned Authorized Officers and its corporate seal to be affixed hereto, all as of the Dated Date shown above.

CITY OF ELM SPRINGS, ARKANSAS

ATTEST:

By: _____
Mayor

City Recorder

(SEAL)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is issued under the provisions of the within mentioned Issuer's Authorizing Action.

REGIONS BANK
Little Rock, Arkansas
TRUSTEE

By: _____
Authorized Signature

(Form of Assignment)
A S S I G N M E N T

FOR VALUE RECEIVED, _____
("Transferor"), hereby sells, assigns and transfers unto
_____, the within Bond and
all rights thereunder, and hereby irrevocably constitutes and
appoints _____ as attorney to transfer
the within Bond on the books kept for registration thereof with
full power of substitution in the premises.

DATE: _____

Transferor

GUARANTEED BY:

NOTICE: Signature(s) must be guaranteed by a member of or participant in the Securities Transfer Agents Medallion Program (STAMP), or in another signature guaranty program recognized by the Trustee."

Section 6. Subsection (a) of Section 7 of Ordinance No. 2004-06 is hereby amended to read as follows:

"Section 7. (a) The rates charged for services of the System heretofore fixed by Ordinance No. 2004-02 of the City, as amended by Ordinance No. 2005-___ of the City, and the conditions, rights and obligations

pertaining thereto, as set out in such Ordinance, are ratified, confirmed and continued."

Section 7. Section 10 of Ordinance No. 2004-06 is hereby amended to read as follows:

"Section 10. (a) The Bond Fund is hereby established and created as a trust fund with the Trustee. Moneys in the Bond Fund shall be used in the following order of priority as and when necessary solely for the following purposes:

- (1) to pay the Trustee's fees and expenses; and
- (2) to pay principal and interest on the Bond.

(b) After making the required monthly deposit into the Operation and Maintenance Fund there shall be paid from the Revenue Fund into the Bond Fund on or before the first business day of each month until the Bond with interest thereon has been paid in full, or provision made for such payment, a sum equal to (A) 1/6 of the installment of principal and interest coming due during the then next six months on the Bond and (B) an amount sufficient to provide for Trustee's fees; provided, however, that monthly payments through May 2007 shall be in an amount equal to 1/6 of the interest on the Bond next due except for monthly payments before the first Payment Date which shall be in approximately equal amounts that are collectively sufficient to make the interest payment on such Payment Date. Credit shall be given on the monthly payments into the Bond Fund for any amounts of investment earnings thereon. Notwithstanding the above, the Trustee shall transfer from the Construction Fund amounts sufficient to make the deposits into the Bond Fund until there are moneys in the Revenue Fund available therefor.

(c) If the Revenues are insufficient to make the required payment on the first business day of the month into the Bond Fund, the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the Bond Fund on the first business day of the next month.

(d) When the moneys held in the Bond Fund shall be and remain sufficient to pay the principal of and interest on the Bond then outstanding and Trustee's fees in connection therewith, there shall be no obligation to make further payments into the Bond Fund.

(e) If a surplus shall exist in the Bond Fund over and above the amount required for making all principal and interest payments during the succeeding 12 months on the Bond, with Trustee's fees, such surplus may be applied to the payment of the principal of the Bond to the extent that it may be called for redemption prior to maturity. All moneys deposited in the Bond Fund shall be expended within a 13 month period beginning on the date of deposit, and any amount received from investment of money held in the Bond Fund shall be expended within one year from the date of receipt and in any event all money in the Bond Fund in excess of a carryover amount not to exceed the greater of (A) one year's earnings on the Bond Fund, or (B) 1/12 of the annual debt service on the Bond, shall be depleted at least once a year as provided in this Section or by transfer to the Revenue Fund.

(f) In addition to other security pledged herein, the Bond shall be specifically secured by a pledge of all moneys and Revenues required to be placed into the Bond Fund. The pledge in favor of the Bond is hereby irrevocably made according to the terms hereof, and the Issuer and its officers and employees shall execute, perform and carry out the terms thereof in strict conformity with the provisions hereof.

(g) When the Bond shall have been paid in full within the meaning hereof, the Trustee shall take all appropriate action to cause (i) the pledge and lien hereof to be discharged and canceled, and (ii) all moneys held by it pursuant hereto and which are not required for the payment of the Bond and Trustee's fees to be paid over or delivered to or at the direction of the Issuer."

Section 8. Section 13 of Ordinance No. 2004-06 is hereby amended to read as follows:

"Section 13. (a) When the Bond has been executed and sealed by the Authorized Officers, it shall be delivered to the Trustee, which shall authenticate it and deliver it to the Arkansas Soil and Water Conservation Commission upon payment of par ("total sale proceeds"). The sum of \$49,200 shall be paid to the Arkansas Soil and Water Conservation Commission as a servicing fee. The balance of the total sale proceeds shall be deposited in the Construction Fund, which is hereby created with the Trustee.

(b) Prior to or at the time the Bond is delivered to the Trustee, the Issuer shall deposit into the Construction Fund the sum of \$113,000 from available funds held by the Issuer.

(c) The moneys in the Construction Fund shall be used for accomplishing the Improvements (excluding engineering services), paying expenses incidental thereto, paying capitalized interest and paying expenses of issuing the Bond. Disbursements to pay interest on the Bond shall be made by the Trustee without further authorization by the Issuer if the Revenues have not been deposited into the Bond Fund for such purpose. All other disbursements shall be made from the Construction Fund on the basis of consecutively numbered written requisitions which shall specify: the name of the person, firm or corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; and that the payment is a proper charge on the Construction Fund. If any such payment is a reimbursement to the Issuer for funds expended prior to the Date of Issue, the Issuer shall certify that it has complied with the United States Treasury Regulation No. 1.150-2. Each requisition must be signed by an agent of the Registered Owner, an Authorized Officer and, in case of work over which the Project Consultant shall exercise supervision, an agent of the Project Consultant, and the check drawn upon the Construction Fund shall be payable to the person, firm or corporation designated in the requisition. The Trustee shall be required to keep records of all requisitions reflecting all payments made from the Construction Fund.

(d) When the Improvements have been completed and all required expenses paid and expenditures made from the Construction Fund for and in connection with the accomplishment of the Improvements and the financing thereof, this fact shall be evidenced by a certificate signed by an Authorized Officer and an agent of the Project Consultant which certificate shall state, among other things, the date of the completion and that all obligations payable from the Construction Fund have been discharged (the "Completion Certificate"). A copy of the Completion Certificate shall be filed with the Trustee and upon receipt thereof the Trustee shall transfer any remaining balance to the Bond Fund."

Section 9. Section 14 of Ordinance No. 2004-06 is hereby amended to read as follows:

"Section 14. (a) Moneys held for the credit of the Revenue Fund, the Operation and Maintenance Fund, the Bond Fund, the Sewer Depreciation Fund and the Construction Fund shall be invested and reinvested pursuant to the direction of the Issuer, and, in the case of the Bond Fund and the Construction Fund, in the Trustee's discretion in the absence

of any direct instructions from the Issuer, in Government Securities (which for purposes hereof are hereby defined to mean direct or fully guaranteed obligations of the United States of America), in certificates of deposit of banks, including the Trustee, which are insured by the Federal Deposit Insurance Corporation ("FDIC"), or, if in excess of the insured amount, are collateralized by Government Securities or other securities authorized by Arkansas law to secure public funds (collectively, "Collateral Securities"), or in other investments as may, from time to time, be permitted by law and approved by the Registered Owner, which shall mature, or which investments shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when such money will be required for the purposes intended.

(b) Obligations so purchased as an investment of moneys in any fund shall be deemed at all times to be a part of such fund and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investment shall be charged to such fund.

(c) Moneys so invested in Government Securities or certificates of deposit of banks to the extent insured by FDIC need not be secured by the depository bank or banks. Except as set forth in the preceding sentence, all deposits of Revenues shall be collateralized by the pledge of Collateral Securities in such a manner as to be perfected against the claims of innocent creditors under the Financial Institution Reform, Recovery and Enforcement Act of 1989 and the Arkansas Uniform Commercial Code.

(d) In determining the value of the Bond Fund, the Trustee shall credit investments at the market value thereof, as determined by the Trustee by any method selected by the Trustee in its reasonable discretion. No less frequently than annually, and in any event on December 31 each year, the Trustee shall determine the value of each such fund and shall report such determination to the Issuer and the Registered Owner. The Trustee shall sell or present for redemption any investments as necessary to provide money for the purpose of making any payment required hereunder. To the extent that any loss or reduction in value reduces the value of any such fund to a level lower than the level required hereunder, such loss or reduction shall be made up in each fund in the priority established herein for payments from the Revenue Fund. The

Trustee shall not be liable for any loss resulting from any such sale.

Section 10. Ordinance No. 2004-06, as amended hereby, shall be and remain in full force and effect.

Section 11. The provisions hereof 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 hereof.

Section 12. All actions, ordinances and resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED THIS DATE: 18 day April 2005.

APPROVED:

By: Jane Waters
Mayor

ATTEST:

Nonda Pettus
City Recorder

(SEAL)

CERTIFICATE

The undersigned hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, adopted at a regular session of the City Council of the City of Elm Springs, Arkansas, held at the regular meeting place in said City at _____ o'clock p.m. on the _____ day of _____, 2005, and that the Ordinance is recorded in Book No. _____, Page _____, now in my possession.

GIVEN under my hand and seal this _____ day of _____, 2005.

City Recorder

(SEAL)

PROOF OF POSTING OF ORDINANCE

STATE OF ARKANSAS

COUNTY OF WASHINGTON

We, Jane Waters and Glenda Pettus, do solemnly swear that as Mayor and City Recorder, respectively, of and for the City of Elm Springs, Washington County, Arkansas, that certified copies of Ordinance No. 2005-05 (the "Amending Sewer Rate Ordinance") and Ordinance No. 2005-06 (the "Amending Bond Ordinance") were, on the 20th day of April, 2005, duly posted in five separate and distinct places inside the corporate limits of the City as set forth in the Ordinance No. 2001-10 and that the Amending Sewer Rate Ordinance and the Amending Bond Ordinance have remained posted for thirty (30) days.

DATED this 23rd day of May, 2005.

Jane Waters
Mayor

Glenda Pettus
City Recorder

(SEAL)

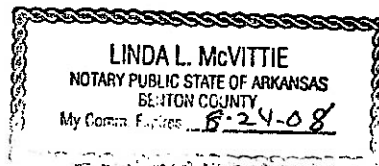
Subscribed and sworn to before me on this 23rd day of May, 2005.

Linda L. McVittie
Notary Public

My Commission Expires:

8-24-08

(SEAL)



AFFIDAVIT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

That I, Glenda Pettus, as the duly elected, qualified and acting City Recorder within and for the City of Elm Springs, Arkansas, do hereby certify that there is no newspaper published within the corporate limits of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this 23rd day of May, 2005.

Glenda Pettus

City Recorder

(SEAL)

Subscribed and sworn to before me on this 23rd day of May, 2005.

Linda L. McVittie

Notary Public

My Commission Expires:

8-24-08

(SEAL)

